

# REQUEST FOR INFORMAL QUOTE (RFQ)

## ATTORNEY SERVICES

### TOWN OF ST. LEO, FL



**ISSUE DATE: Week of April 08, 2024**

**DEADLINE FOR SUBMISSIONS: 4 PM May 01, 2024**

Submit to: Town of St. Leo  
Attn: Andrea Calvert, Town Administrator  
[townclerk@townofstleo.org](mailto:townclerk@townofstleo.org)  
Post Office Box 2479 (mail)  
34544 CR 52 (physical)  
St. Leo, FL 33574

**TOWN OF ST. LEO, FLORIDA REQUEST FOR QUOTES  
ATTORNEY SERVICES**

**STATEMENT OF INTENT**

The Town intends to select one firm with demonstrated expertise in providing similar services to those requested herein. Firms are invited to submit a proposal package via email or physical copy. Questions regarding this RFQ should be directed to Andrea Calvert, Town Administrator, at [townclerk@townofstleo.org](mailto:townclerk@townofstleo.org).

**TENTATIVE SCHEDULE**

Release of RFQ	Week of 04/08/24
Proposals due	4:00 PM 05/01/24
Proposal Opening	1:00 PM 05/03/24
Commission Approval	7:00 PM 05/13/24*

\*Commission approval shall be scheduled for a Town Commission Meeting and is subject to rescheduling.

**COMMUNITY DESCRIPTION**

The Town of St. Leo was incorporated in 1891 and is located in Pasco County, a growing region just north of the Tampa Bay Area. As of April 2024, staff consisted of two full time employees and three Saint Leo University interns. The Town serves approximately 2,362 residents. It is bisected by County Road 52 and bordered on the west by the City of San Antonio.

The Town operates under a council-manager form of government. Currently, five at-large commission members are elected to staggered two-year terms to govern the Town.

The Mayor and Mayor Pro Tem are selected by the Commission each year from their membership and serve one-year terms. The Town Commission is responsible for adopting Town ordinances, resolutions, the annual budget, appointing committees, and hiring the Town Administrator, Attorney, and Planner, among other key duties.

The Town Administrator is responsible for implementing the Commission's policies, ordinances and directives, and overseeing the day-to-day operations of the Town. The Town contracts with the Pasco Sheriff's Office for police services. Well testing and contracted garbage services are provided by the Town.

The Town's website ([townofstleo.org](http://townofstleo.org)) provides extensive background information on the Town including a complete version of the current Charter, Code of Ordinances, Land Development Code, Comprehensive Plan.

**CURRENT SITUATION AND TRANSITION**

The current Town Attorney is retiring. The selected law firm/Attorney will be required to execute a contract and be ready to assume all Town attorney services within two weeks of selection. The current Town Attorney and substitute Attorney will be available for questions for up to 90 days and thereafter if mutually agreed upon by the outgoing Attorney and Town Administrator.

## SCOPE OF SERVICES

1. Attend all regular meetings of the Town and such other meetings as designated and directed by the Town Commission or Town Administrator.
2. Upon request, participate in or lead meetings, along with the Mayor and/or Town Administrator or representative at dates and times mutually agreed upon.
3. Upon request, attend other meetings related to municipal business, for example but not limited to County Commission Meetings.
4. Represent the Town as directed by the Town Commission and Administrator in all legal matters and litigation (or manage appointed outside counsel regarding the same).
5. Prosecute such legal causes as directed by the Town Commission.
6. Draft such ordinances, resolutions, agreements, laws, and other legal documents as required.
7. Update and renew ordinances, resolutions, agreements, laws, and other legal documents as required.
8. Render such legal opinions, advice, and legal counseling as requested by the Town Commission or Administrator.
9. File proceedings to validate obligations, certificates, or bonds to be issued by the Town and/or work with outside counsel for this purpose.
10. Prepare necessary legal documents and close all real estate transactions entered into by the Town.
11. Provide legal advice to the Town Administrator, designees, related to Town administrative operations and in accordance with Town Policies and Procedures.
12. Render such other legal services as requested by the Town Commission including review of and/or amendments to the Town's Charter and Code of Ordinances.
13. Additional Services and Community Needs:
  - a. When authorized, communicate with, establish, and maintain working community relationships with Town businesses and institutions.
  - b. It will be up to the selected Firm to be aware of Town Business, whether it be legal or otherwise. The selected firm will be expected to be a partner in the advancement of the Town, and part of the Community.
  - c. Other work as agreed upon by both parties.

Although the Town Attorney is responsible for providing legal services as defined in the Scope of Services at the direction of the Town Commission and Town Administrator, the Town Attorney reports directly to the Town Commission and has a duty of loyalty is to the Town of St. Leo and not to the Town's individual property owners, employees and/or administrative staff of the Town or the Mayor, Mayor Pro Tem, and Commissioners in their individual capacities.

## EXPERIENCE AND QUALIFICATIONS

The Town Commission prefers an attorney practicing in Florida for seven (7) years with at least five (5) years of experience specifically representing municipalities, local government entities, or special districts. Member of the Florida Bar in good standing is required. Florida Bar board certification in Municipal, County, and Local Government Law preferred, but not required. Any equivalent combination of experience and qualifications will be considered.

## COMPENSATION PROPOSAL

The firm shall submit a proposal for compensation which should include, but is not limited to, an hourly rate option, monthly and/or annual fee options, or a combination of these options, an hourly rate schedule, and reimbursable expenses.

Payment will be made according to the Florida Prompt Payment Act. The contracted firm must provide routing and account information for direct payment.

The selected firm will be responsible for monthly invoicing to the Town which will specify exact funds to be collected of other entities.

## AWARD OF AGREEMENT

The Town may choose a firm without discussion on the basis of initial offers received that is determined to be the most advantageous to the Town. Therefore, each initial offer should contain the best terms. Right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical, or obvious errors.

## EXECUTION OF AGREEMENT

The individual, firm, or corporation to which the Agreement has been awarded shall sign the necessary Agreement entering into a contract with the Town, and return it to the Town within ten (10) business days from the date the final approved Agreement has been received by the successful Contractor. The Agreement shall not be considered binding upon the Town until it has been properly executed.

## CONTRACT

The Standard Contract Document with the following attachments are included with this RFQ.

- Drug free Workplace Policy
- FS Section 287.133 Procurement
- FS Section 287.135 Scrutinized Companies
- FS Section 119.0701 Public Records
- FS Section 448.095 E-Verify
- Town of St. Leo Civility Pledge

# Town of St. Leo AGREEMENT

This AGREEMENT is made and entered into this agreement by and between the Town of St. Leo, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "TOWN" and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR". The TOWN and CONTRACTOR in consideration of the mutual covenants herein contained, running from each of the parties to the other, agree as follows:

1. Description of Work: (summary statement) \_\_\_\_\_

ATTACHMENT A – Description of Work (Proposal)

2. Cost and Work (delete subcontractor info if none)

The CONTRACTOR and its subcontractors (if applicable) \_\_\_\_\_ shall, at their own cost, provide all materials, equipment, permits, labor, and everything of every sort which may be necessary for proper execution of all work of the included in the Agreement, according to the true intent and meaning of this Agreement.

3. Payment (delete subcontractor info if none)

In consideration of performance of the work as set forth in this Agreement and written acceptance of same by the TOWN, the TOWN agrees to pay the CONTRACTOR a not-to-exceed amount of \$ \_\_\_\_\_. Additional amounts paid by the TOWN to subcontractors (if applicable) are detailed below and in ATTACHMENTS \_\_\_ and \_\_\_.

Final payment following receipt of a proper invoice, which shall be reviewed and approved by the Town Administrator, and shall be made pursuant to Section 218.74, Florida Statutes and the Florida Prompt Payment Act.

\$ \_\_\_\_\_ (Subcontracting company's name) \_\_\_\_\_  
\$ \_\_\_\_\_ (Subcontracting company's name) \_\_\_\_\_

Total Contractor and Subcontractors \$ \_\_\_\_\_

4. Deadline

The CONTRACTOR agrees that the work described in Attachment A (the Proposal) will be completed no later than \_\_\_\_\_.

5. Contractor's Representations

In order to induce TOWN to enter into this Agreement, the CONTRACTOR makes the following representations, upon which the TOWN has actually and justifiably relied:

A. The CONTRACTOR has examined and carefully studied all applicable documents, and has the experience, expertise, and resources to perform all required work.

B. The CONTRACTOR is familiar with and can and shall comply with all state and federal regulations that may affect cost, progress, performance, and furnishing of the work to be performed pursuant to this Agreement.

C. The CONTRACTOR is a Florida corporation or company duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida or if an out of state or foreign company is registered to do business within the State of Florida.

D. The CONTRACTOR has the full right and authority to enter into this Agreement and perform its obligation in accordance with its term.

E. The CONTRACTOR has now and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

F. The CONTRACTOR shall, at no additional cost to the TOWN, re-perform the Work which fails to satisfy the foregoing standard of care, the requirements and standards of this Agreement or which otherwise fail to meet the requirements of this Agreement.

#### 6. Attorney Fees

Should any party to the Agreement be required to sue to enforce its rights herein, the prevailing party in such litigation shall be entitled to receive from the non-prevailing party its fees and costs, including reasonable attorney's fees, for all pre-suit, suit and appellate proceedings.

#### 7. Venue

The CONTRACTOR and TOWN agree that this Contract shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought under this Agreement shall be at the East Pasco Judicial Center in Pasco County, Florida.

#### 8. Relationship of Parties (delete subcontractor info if none)

It is understood that the relationship of the CONTRACTOR (and its subcontractors if applicable) to TOWN is that of independent contractor.

The CONTRACTOR shall not pledge the TOWN'S credit or make the TOWN guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR shall have no right to speak for or bind the TOWN in any manner.

#### 9. Assignment

This Agreement shall be binding upon the parties and shall not be assignable without the written consent of both parties.

#### 10. Drug Free Workforce

The CONTRACTOR and its subcontractors shall comply with TOWN'S Drug Free Workplace policy and demonstrate compliance by executing the TOWN'S form regarding said policy prior to initiating the Work.

#### ATTACHMENT B

#### 11. Public Contracting and Environmental Crimes and Scrutinized Companies Compliance:

The CONTRACTOR shall execute an affidavit acknowledging compliance with the Public Contracting and Environmental Crimes provisions of Section 287.133(a), Florida Statutes (F.S.) (Attachment C), and an affidavit acknowledging compliance with the Scrutinized Companies provisions of Section 287.135, F.S. (Attachment D).

ATTACHMENT C  
ATTACHMENT D

12. Public Record

The CONTRACTOR shall execute an affidavit acknowledging compliance with the Public Records provisions of Section 119.0701, Florida Statutes (F.S.).

ATTACHMENT E

13. Ownership of Documents (delete subcontractor info if none)

The CONTRACTOR (and subcontractors if applicable) shall be required to cooperate with TOWN employees and other TOWN contractors and shall timely provide any information requested in the specified format. Any and all documents, records, disks, original drawings, or other information shall become property of the TOWN for its use and/or distribution as the TOWN may determine in its sole discretion. The CONTRACTOR is not liable for any damages, injury, or costs associated with the TOWN'S use or distribution of these documents for purposes other than those originally intended by the CONTRACTOR.

14. E-Verify

The CONTRACTOR shall execute an affidavit acknowledging compliance with the E-Verify provisions of Section 448.095, Florida Statutes (F.S.).

ATTACHMENT F

15. Civility Pledge

The CONTRACTOR shall comply with the TOWN'S Civility Pledge.

ATTACHMENT G

16. Non-Discrimination

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin as set forth in 41 C.F.R. Part 60 – 1.4(b).

17. Severability

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

18. Indemnification

The CONTRACTOR assumes all risk of loss or injury to property or persons caused by the performance of this Agreement. The CONTRACTOR agrees to indemnify and hold harmless the TOWN and its agents, officials, and employees from and against any and all such suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses, or expenses (including but not limited to reasonable attorney fees caused by a willful or negligent act or omission of the contractor or its officers, employees, and subcontractors. The TOWN'S liability hereunder is subject to the limitations and provisions of Section 768.28, Florida Statutes, and nothing herein shall be deemed to waive the sovereign immunity of the

TOWN. The obligation to indemnify the TOWN shall include the duty to defend the TOWN and its officials and employees in any action arising out of this Agreement.

#### 19. Annual Appropriations

The CONTRACTOR acknowledges that during any fiscal year the TOWN shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, the TOWN may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The TOWN may enter into agreements whose duration exceeds one (1) year; however, any such agreement shall be executory only for the value of the services to be rendered which the TOWN agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the TOWN'S performance and obligation to pay the CONTRACTOR under this Agreement is contingent upon an annual appropriation being made for that purpose.

#### 20. Conflicts of interest

The CONTRACTOR shall be required to disclose prior to signing this Agreement the name of any officer, director, employee, or agent who may be employed by the TOWN or otherwise affiliated with the TOWN. The CONTRACTOR shall disclose the name of any TOWN official or employee who owns, directly or indirectly, any interest in the CONTRACTOR'S company or any affiliated business entity. Any additional conflicts of interest that may occur during the term of the Agreement must be disclosed to the TOWN immediately upon discovery of the conflict or potential conflict.

If, at the discretion of the Town Administrator and upon consultation of the TOWN Attorney, a conflict of interest is deemed to exist or arise during the term of the contract, the Town Administrator may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the TOWN.

#### 21. Insurance (add additional language if capital improvement)

The CONTRACTOR shall provide the TOWN with a certificate of insurance evidencing commercial general liability insurance and automobile liability insurance in the amount of \$1,000,000.00 and worker's compensation insurance in the amount of statutory limits. The Certificate of Insurance shall state that the TOWN shall be notified in writing at least sixty (60) days prior to the cancellation of any policies. All required insurance coverage shall be issued by a company licensed to do business in the state of Florida. Any subcontractors will provide their own certification of insurance to the TOWN as set forth above.

Nothing herein shall be construed to extend the TOWN'S liability beyond that provided in Section 768.28, Florida Statutes.

#### 22. Notice

All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances when personally delivered; three (3) business days after being deposited in the U.S. Mail, postage prepaid, certified or registered, or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to TOWN:

Town of St. Leo  
Andrea Calvert, MMC, Town Administrator and Clerk



P. O. Box 2479  
St. Leo, FL 33574  
Phone: 352-588-2622  
Facsimile: 352-588-5010  
Email: townclerk@townofstleo.org

If to CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Cell: \_\_\_\_\_  
Email: \_\_\_\_\_

### 23. Term of Agreement

The term of this Agreement shall be for the period it takes to complete all authorized work as described in the Proposal (ATTACHMENT A), unless sooner otherwise terminated according to the terms of this Agreement, or unless otherwise extended according to the terms of this Agreement (Section 25 Amendment).

### 24. Termination and Default (add additional language if capital improvement)

A. This Agreement may be terminated by the TOWN in whole or in part at any time if such termination is in the best interest of the TOWN. The TOWN also reserves the right to seek termination or cancellation of this Agreement, as amended, in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy.

B. If the TOWN determines that the performance of the CONTRACTOR is not satisfactory, the TOWN shall have the option of (1) immediately terminating the Agreement, or (2) notifying the CONTRACTOR of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time. THE CONTRACTOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the TOWN and will be promptly delivered to the TOWN by the CONTRACTOR.

C. If the TOWN requires termination of this Agreement for reasons other than unsatisfactory performance of the CONTRACTOR, the TOWN shall notify the CONTRACTOR in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. The CONTRACTOR shall be entitled to compensation for all work rendered or performed pursuant to this Agreement through the date of termination, together with all authorized costs and expenses incurred in connection therewith provided the TOWN has given the CONTRACTOR written notice ten (10) days in advance of the date of such termination and provided that the work and costs and expenses incurred do not exceed the maximum amount of compensation authorized for any phase of work based upon the percentage of the phase completed, or where applicable, any price established for a specific task.

### 25. Amendment

This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the TOWN by the Town Commission or Administrator (if permitted by the Town Commission) and for the CONTRACTOR by a named officer and only if properly executed by all the Parties hereto.

26. The Following Attachments are made part of this contract

- ATTACHMENT A – Description of Work (Proposal)
- ATTACHMENT B – Drug free Workplace Policy
- ATTACHMENT C – FS Section 287.133 Procurement
- ATTACHMENT D – FS Section 287.135 Scrutinized Companies
- ATTACHMENT E – FS Section 119.0701 Public Records
- ATTACHMENT F – FS Section 448.095 E-Verify
- ATTACHMENT G – Civility Pledge

(List additional Attachments for subcontractors)

IN WITNESS WHEREOF, the Parties hereto set their hands on the day and year first written below.

Signed and delivered in the presence of:

TOWN OF ST. LEO

By: \_\_\_\_\_  
Mayor Vincent D'Ambrosio

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Andrea Calvert, MMC  
Town Administrator and Clerk

Company:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Title: \_\_\_\_\_

Printed Name:

\_\_\_\_\_

Date: \_\_\_\_\_

Witness Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

ATTACHMENT B

Drug Free Work Place Certification

SWORN STATEMENT ON DRUG FREE WORK PLACES

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

This sworn statement is submitted to the Town of St. Leo Town Commissioners by

\_\_\_\_\_ For  
[print individual's name and title]

\_\_\_\_\_ whose business address is  
[print name of entity submitting sworn statement]

And (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement  
\_\_\_\_\_)

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) Providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by § 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs, and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing element (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE TOWN OF ST. LEO IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CITY DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

\_\_\_\_\_  
[Print Person or Entity]

\_\_\_\_\_  
[Signature]

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
[Type of Identification]

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
[Print, type or stamp commissioned name of Notary Public]

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

Attachment C

Job/Contract Name: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

The 2020 Florida Statutes  
Title XIX  
PUBLIC BUSINESS  
Chapter 287  
PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

287.133 Public entity crime; denial or revocation of the right to transact business with public entities.—

(1) As used in this section:

(a) “Affiliate” means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

(b) “Convicted” or “conviction” means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(c) “Convicted vendor list” means the list required to be kept by the department pursuant to paragraph (3)(d).

(d) “Department” means the Department of Management Services.

(e) “Person” means any natural person or any 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 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.

(f) “Public entity” means the State of Florida, any of its departments or agencies, or any political subdivision.

(g) “Public entity crime” 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 with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

(2)(a) 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

(3)(a) All invitations to bid, requests for proposals, and invitations to negotiate, as defined in s. 287.012, and any contract document described by s. 287.058 shall contain a statement informing persons of the provisions of paragraph (2)(a).

(b) Any person must notify the department within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person. Any public entity which receives information that a person has been convicted of a public entity crime shall transmit that information to the department in writing within 10 days.

(c) If the department has reason to believe that a person or an affiliate has been convicted of a public entity crime, the department may issue a written demand upon that person or affiliate, concerning any such conviction or affiliation, to appear and be examined under oath, to answer interrogatories under oath, or to produce documents or other tangible evidence for inspection and copying. The department shall conduct any such inquiry in accord with applicable provisions of the Florida Rules of Civil Procedure.

(d) The department shall maintain a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process under this section. The department shall publish an initial list on January 1, 1990, and shall publish an updated version of the list quarterly thereafter. The revised quarterly lists shall be electronically posted. Notwithstanding this paragraph, a person or affiliate disqualified from the public contracting and purchasing process pursuant to this section shall be disqualified as of the date the final order is entered.

(e)1. Upon receiving reasonable information from any source that a person has been convicted, the department shall investigate the information and determine whether good cause exists to place that person or an affiliate of that person on the convicted vendor list. If good cause exists, the department shall notify the person or affiliate in writing of its intent to place the name of that person or affiliate on the convicted vendor list, and of the person's or affiliate's right to a hearing, the procedure that must be followed, and the applicable time requirements. If the person or affiliate does not request a hearing, the department shall enter a final order placing the name of the person or affiliate on the convicted vendor list. No person or affiliate may be placed on the convicted vendor list without receiving an individual notice of intent from the department.

2. Within 21 days of receipt of the notice of intent, the person or affiliate may file a petition for a formal hearing pursuant to ss. 120.569 and 120.57(1) to determine whether it is in the public interest for that person or affiliate to be placed on the convicted vendor list. A person or affiliate may not file a petition for an informal hearing under s.

120.57(2). The procedures of chapter 120 shall apply to any formal hearing under this section except where they are in conflict with the following provisions:

- a. The petition shall be filed with the department. The department shall be a party to the proceeding for all purposes.
  - b. Within 5 days after the filing of the petition, the department shall notify the Division of Administrative Hearings of the request for a formal hearing. The director of the Division of Administrative Hearings shall, within 5 days after receipt of notice from the department, assign an administrative law judge to preside over the proceeding. The administrative law judge, upon request by a party, may consolidate related proceedings.
  - c. The administrative law judge shall conduct the formal hearing within 30 days after being assigned, unless otherwise stipulated by the parties.
  - d. Within 30 days after the formal hearing or receipt of the hearing transcript, whichever is later, the administrative law judge shall enter a final order, which shall consist of findings of fact, conclusions of law, interpretation of agency rules, and any other information required by law or rule to be contained in the final order. Such final order shall place or not place the person or affiliate on the convicted vendor list.
  - e. The final order of the administrative law judge shall be final agency action for purposes of s. 120.68.
  - f. At any time after the filing of the petition, informal disposition may be made pursuant to s. 120.57(4). In that event, the administrative law judge shall enter a final order adopting the stipulation, agreed settlement, or consent order.
3. In determining whether it is in the public interest to place a person or affiliate on the convicted vendor list, the administrative law judge shall consider the following factors:
- a. Whether the person or affiliate committed a public entity crime.
  - b. The nature and details of the public entity crime.
  - c. The degree of culpability of the person or affiliate proposed to be placed on the convicted vendor list.
  - d. Prompt or voluntary payment of any damages or penalty as a result of the conviction.
  - e. Cooperation with state or federal investigation or prosecution of any public entity crime, provided that a good faith exercise of any constitutional, statutory, or other right during any portion of the investigation or prosecution of any public entity crime shall not be considered a lack of cooperation.
  - f. Disassociation from any other persons or affiliates convicted of the public entity crime.
  - g. Prior or future self-policing by the person or affiliate to prevent public entity crimes.
  - h. Reinstatement or clemency in any jurisdiction in relation to the public entity crime at issue in the proceeding.
  - i. Compliance by the person or affiliate with the notification provisions of paragraph (b).
  - j. The needs of public entities for additional competition in the procurement of goods and services in their respective markets.
  - k. Mitigation based upon any demonstration of good citizenship by the person or affiliate.
4. In any proceeding under this section, the department shall be required to prove that it is in the public interest for the person to whom it has given notice under this section to be placed on the convicted vendor list. Proof of a conviction

of the person or that one is an affiliate of such person shall constitute a prima facie case that it is in the public interest for the person or affiliate to whom the department has given notice to be put on the convicted vendor list. Prompt payment of damages or posting of a bond, cooperation with investigation, and termination of the employment or other relationship with the employee or other natural person responsible for the public entity crime shall create a rebuttable presumption that it is not in the public interest to place a person or affiliate on the convicted vendor list. Status as an affiliate must be proven by clear and convincing evidence. If the administrative law judge determines that the person was not convicted or is not an affiliate of such person, that person or affiliate shall not be placed on the convicted vendor list.

5. Any person or affiliate who has been notified by the department of its intent to place his or her name on the convicted vendor list may offer evidence on any relevant issue. An affidavit alone shall not constitute competent substantial evidence that the person has not been convicted or is not an affiliate of a person so convicted. Upon establishment of a prima facie case that it is in the public interest for the person or affiliate to whom the department has given notice to be put on the convicted vendor list, that person or affiliate may prove by a preponderance of the evidence that it would not be in the public interest to put him or her on the convicted vendor list, based upon evidence addressing the factors in subparagraph 3.

(f)1. A person on the convicted vendor list may petition for removal from the list no sooner than 6 months from the date a final order is entered disqualifying that person from the public purchasing and contracting process pursuant to this section, but may petition for removal at any time if the petition is based upon a reversal of the conviction on appellate review or pardon. The petition shall be filed with the department, and the proceeding shall be conducted pursuant to the procedures and requirements of this subsection.

2. A person may be removed from the convicted vendor list subject to such terms and conditions as may be prescribed by the administrative law judge upon a determination that removal is in the public interest. In determining whether removal would be in the public interest, the administrative law judge shall give consideration to any relevant factors, including, but not limited to, the factors identified in subparagraph (e)3. Upon proof that a person's conviction has been reversed on appellate review or that he or she has been pardoned, the administrative law judge shall determine that removal of the person or an affiliate of that person from the convicted vendor list is in the public interest.

3. If a petition for removal is denied, the person or affiliate may not petition for another hearing on removal for a period of 9 months after the date of denial, unless the petition is based upon a reversal of the conviction on appellate review or a pardon. The department may petition for removal prior to the expiration of such period if, in its discretion, it determines that removal would be in the public interest.

(4) The conviction of a person for a public entity crime, or placement on the convicted vendor list, shall not affect any rights or obligations under any contract, franchise, or other binding agreement which predates such conviction or placement on the convicted vendor list. However, the administrative law judge in a proceeding instituted under this section may declare voidable any specific contract, franchise, or other binding agreement entered into after July 1, 1989, by a person placed on the convicted vendor list and a public entity, but only if the administrative law judge finds as fact that the person to be placed on the list has not satisfied the criteria set forth in sub-subparagraphs (3)(e)3.d., f., and g.

(5) The provisions of this section do not apply to any activities regulated by the Florida Public Service Commission or to the purchase of goods or services made by any public entity from the Department of Corrections, from the nonprofit corporation organized under chapter 946, or from any accredited nonprofit workshop certified under ss. 413.032-413.037.

History.—s. 2, ch. 89-114; s. 1, ch. 90-33; s. 32, ch. 90-268; s. 259, ch. 92-279; s. 55, ch. 92-326; s. 217, ch. 95-148; s. 33, ch. 95-196; s. 4, ch. 95-420; s. 62, ch. 96-410; s. 58, ch. 99-13; s. 29, ch. 2002-207.



Attachment D

Job/Contract Name: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

The 2020 Florida Statutes

Title XIX

PUBLIC BUSINESS

Chapter 287

PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

287.135 Prohibition against contracting with scrutinized companies.—

(1) In addition to the terms defined in ss. 287.012 and 215.473, as used in this section, the term:

(a) "Awarding body" means, for purposes of state contracts, an agency or the department, and for purposes of local contracts, the governing body of the local governmental entity.

(b) "Boycott of Israel" has the same meaning as defined in s. 215.4725.

(c) "Business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

(d) "Local governmental entity" means a county, municipality, special district, or other political subdivision of the state.

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. 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 s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

(3)(a) Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after:

1. July 1, 2011, through June 30, 2012, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under subsection (5) or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

2. July 1, 2012, through September 30, 2016, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under subsection (5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

3. October 1, 2016, through June 30, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company:

- a. Is found to have submitted a false certification as provided under subsection (5);
- b. Has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
- c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- d. Has been engaged in business operations in Cuba or Syria.

4. July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under subsection (5), been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

(b) Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(4) Notwithstanding subsection (2) or subsection (3), an agency or local governmental entity, on a case-by-case basis, may permit a company on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or a company engaged in business operations in Cuba or Syria, to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of \$1 million or more, or may permit a company on the Scrutinized Companies that Boycott Israel List to be eligible for, bid on, submit a proposal for, or enter into or renew a contract for goods or services of any amount, under the conditions set forth in paragraph (a) or the conditions set forth in paragraph (b):

(a)1. With respect to a company on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, all of the following occur:

- a. The scrutinized business operations were made before July 1, 2011.
- b. The scrutinized business operations have not been expanded or renewed after July 1, 2011.
- c. The agency or local governmental entity determines that it is in the best interest of the state or local community to contract with the company.
- d. The company has adopted, has publicized, and is implementing a formal plan to cease scrutinized business operations and to refrain from engaging in any new scrutinized business operations.

2. With respect to a company engaged in business operations in Cuba or Syria, all of the following occur:

- a. The business operations were made before July 1, 2012.

- b. The business operations have not been expanded or renewed after July 1, 2012.
  - c. The agency or local governmental entity determines that it is in the best interest of the state or local community to contract with the company.
  - d. The company has adopted, has publicized, and is implementing a formal plan to cease business operations and to refrain from engaging in any new business operations.
3. With respect to a company on the Scrutinized Companies that Boycott Israel List, all of the following occur:
    - a. The boycott of Israel was initiated before October 1, 2016.
    - b. The company certifies in writing that it has ceased its boycott of Israel.
    - c. The agency or local governmental entity determines that it is in the best interest of the state or local community to contract with the company.
    - d. The company has adopted, has publicized, and is implementing a formal plan to cease scrutinized business operations and to refrain from engaging in any new scrutinized business operations.
- (b) One of the following occurs:
1. The local governmental entity makes a public finding that, absent such an exemption, the local governmental entity would be unable to obtain the goods or services for which the contract is offered.
  2. For a contract with an executive agency, the Governor makes a public finding that, absent such an exemption, the agency would be unable to obtain the goods or services for which the contract is offered.
  3. For a contract with an office of a state constitutional officer other than the Governor, the state constitutional officer makes a public finding that, absent such an exemption, the office would be unable to obtain the goods or services for which the contract is offered.
- (5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.
- (a) If, after the agency or the local governmental entity determines, using credible information available to the public, that the company has submitted a false certification, the agency or local governmental entity shall provide the company with written notice of its determination. The company shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. If the company does not make such demonstration within 90 days after receipt of the notice, the agency or the local governmental entity shall bring a civil action against the company. If a civil action is brought and the court determines that the company submitted a false certification, the company shall pay the penalty described in subparagraph 1. and all reasonable attorney fees and costs, including any costs for investigations that led to the finding of false certification.
1. A civil penalty equal to the greater of \$2 million or twice the amount of the contract for which the false certification was submitted shall be imposed.

2. The company is ineligible to bid on any contract with an agency or local governmental entity for 3 years after the date the agency or local governmental entity determined that the company submitted a false certification.

(b) A civil action to collect the penalties described in paragraph (a) must commence within 3 years after the date the false certification is submitted.

(6) Only the agency or local governmental entity that is a party to the contract may cause a civil action to be brought under this section. This section does not create or authorize a private right of action or enforcement of the penalties provided in this section. An unsuccessful bidder, or any other person other than the agency or local governmental entity, may not protest the award of a contract or contract renewal on the basis of a false certification.

(7) This section preempts any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of:

(a) One million dollars or more with a company engaged in scrutinized business operations.

(b) Any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(8) The contracting prohibitions in this section applicable to companies on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or to companies engaged in business operations in Cuba or Syria become inoperative on the date that federal law ceases to authorize the states to adopt and enforce such contracting prohibitions.

History.—s. 1, ch. 2011-104; s. 2, ch. 2012-196; s. 42, ch. 2014-17; s. 2, ch. 2016-36; s. 1, ch. 2018-52.

Attachment E

Job Name: \_\_\_\_\_  
Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_

Florida Statute 119.0701 Required Public Records Language:

**IF \_\_\_\_\_ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO \_\_\_\_\_ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-588-2622, TOWNCLERK@TOWNOFSTLEO.ORG , AND P O BOX 2479, SAINT LEO, FLORIDA 33574.**

The Parties acknowledge that **TOWN** is a governmental body and subject to the Public Records Act and the Government in the Sunshine Act. \_\_\_\_\_ agrees that, to the extent that it may "act on behalf" of the **TOWN** within the meaning of Section 119.071 (1)(a), Florida Statutes, in providing its services under this Agreement, it shall:

Keep and maintain public records required by the **TOWN** to perform the service;

Upon request from the **TOWN'S** custodian of public records, provide the **TOWN** with a copy of the requested record 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 or as otherwise provided by law;

- a) 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 \_\_\_\_\_ does not transfer the records to the **TOWN**;
- b) Upon completion of the contract, transfer, at no cost, to the **TOWN** all public records in possession of \_\_\_\_\_ or keep and maintain public records required by the **TOWN** to perform the service. If \_\_\_\_\_ transfers all public records to the **TOWN** upon completion of the contract, \_\_\_\_\_ shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If \_\_\_\_\_ keeps and maintains public records upon completion of the contract, \_\_\_\_\_ shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **TOWN**, upon request from the **TOWN'S** custodian of public records, in a format that is compatible with the information technology systems of the **TOWN**.
- c) Should \_\_\_\_\_ fail to provide the public records to the **TOWN** within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

Notwithstanding any other provisions of this Agreement, the failure to observe the Requirements of this Section will constitute a material breach of this Agreement.

Attachment F

Job Name: \_\_\_\_\_  
Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_

**E-Verify Registration**

In accordance with Section 448.095, Florida Statutes, the Awardee agrees to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the award/contract for the services specified in the award/contract.

The Awardee/Contractor must also include a requirement in subcontracts that the subcontractor must register with and utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the award/contract term. If the Awardee/Contractor enters into a contract with a subcontractor, the subcontractor must provide the Awardee/Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awardee/Contractor shall maintain a copy of such affidavit for the duration of the award/contract.

If the Town has a good faith belief that the Awardee/Contractor has knowingly violated Section 448.09(1), Florida Statutes, the Town shall terminate the Contract with the Awardee/Contractor, and the Contractor may not be awarded a contract with the Town for at least 1 year after the date on which the award/contract was terminated. The Awardee/Contractor is liable for any additional costs incurred by the Town as a result of the termination of the award/contract. If the Town has a good faith belief that a subcontractor knowingly violated the law, but the Awardee/Contractor has otherwise complied with the law, the Town shall promptly notify the Awardee/Contractor and order the Awardee/Contractor to immediately terminate the award/contract with the subcontractor.

Attachment G

Job Name: \_\_\_\_\_  
Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_

**Civility Pledge**

**Whereas**, the open exchange of public discourse is essential to the democratic system of government; and

**Whereas**, as a cornerstone of democracy Americans have observed certain rules of behavior generally known as civility;

**Whereas**, civility, derived from the Latin words "civitas" meaning city and "civis" meaning citizen, is behavior worthy of citizens living in a community or in common with others; and

**Whereas**, displays of anger, rudeness, ridicule, impatience, lack of respect, and personal attacks detract from the open exchange of ideas, prevent fair discussion of the issues, and can discourage individuals from participation in government; and

**Whereas**, civility can assist in reaching consensus on diverse issues and allow for mutually respectful ongoing relationships; and

**Whereas**, civility can uplift our daily life and make it more pleasant to live in an organized society; and

**Whereas**, October marks the beginning of the Town's new fiscal year and therefore as a best practice, the Town Commission and staff intend to acknowledge and promote the importance of civility, particularly in government.

**Now, therefore be it resolved** by the Town Commission of the Town of St. Leo, Florida, that the month of October is proclaimed as Civility Month, and calls upon all citizens to exercise civility toward each other not only this month but throughout the year.

Company:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Title: \_\_\_\_\_

Printed Name:

\_\_\_\_\_

Date: \_\_\_\_\_