

**REQUEST FOR PROPOSALS FOR PROFESSIONAL
ALCOHOL & DRUG TREATMENT SERVICES FOR
ADULT DRUG COURT PARTICIPANTS OF THE
HENDRY COUNTY COURT**

**OPENING DATE AND TIME:
Monday, April 3, 2017, 8:30 a.m.**



**THE TWENTIETH JUDICIAL CIRCUIT OF FLORIDA
ADMINISTRATIVE OFFICE OF THE COURTS
LABELLE, FL 33935**

RFP No. AOC2017-001

**Dawn Oliver, Administrative Services Manager
Administrative Office of the Courts
Twentieth Judicial Circuit of Hendry County**

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The Twentieth Judicial Circuit of Florida, Administrative Office of the Courts, to be addressed as the AOC through this announcement, is seeking proposals for entry into a contract for the provision of professional alcohol and drug treatment services as part of the adult felony drug court program within the Hendry County Court System. Such services shall be provided in LaBelle, Florida at the Contractor's premises. In order to be considered, bids must be received by the Administrative Office of the Courts at the Hendry County Courthouse, 25 E. Hickpochee Ave., LaBelle, Florida 33935, attn. Dawn Oliver, Administrative Services Manager, by **Monday, May 1, 2017, 4:00 p.m.**

Specific questions regarding the Hendry County Felony Drug Court may be directed to Dawn Oliver, Administrative Services Manager of the Twentieth Judicial Circuit of Hendry County, at 863-675-5374 or by email doliver@ca.cjis20.org.

A copy of these instructions and RFP Documents can be obtained from Dawn Oliver, Administrative Services Manager, Administrative Office of the Courts at the Hendry County Courthouse, 25 E. Hickpochee Ave., LaBelle, Florida 33935, or by calling 863-675-5374 or by email doliver@ca.cjis20.org.

This solicitation does not commit Twentieth Judicial Circuit of Florida Administrative Office of the Courts to award any contracts, to pay any costs incurred in the preparation of a response to this Bid, or to contract for any services. The AOC reserves the right to reject any or all submittals received as a result of this solicitation, or to cancel in part or in its entirety this Bid, if it is in the best interest of the AOC to do so.

Twentieth Judicial Circuit of Florida Administrative Office of the Courts is an Equal Opportunity Employer and Drug/Smoke Free Work Place.

PART I
GENERAL INFORMATION

All responses which comply with the requirements of this RFP will be considered.

Submittals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the response to this RFP.

One (1) clearly identified original and six (6) copies (seven in total) of your proposal submittal are required. At least one submittal must have an original signature.

Proposal submittals will be received by the Administrative Office of the Courts between:

Monday, April 3, 2017 at 8:30 a.m. through Monday, May 1, 2017 at 4:00 p.m.

Proposal submittals are to be presented in person or mailed to:

Twentieth Judicial Circuit
Administrative Office of the Courts
Hendry County Courthouse
Attn: Dawn Oliver, Administrative Services Manager
25 E. Hickpochee Ave.
LaBelle, Florida 33935

The submitting Proposer is required to have printed on the **sealed** envelope or wrapping containing their submission their return address, the RFP Number, and Title of the Proposal.

Proposals received after the date and time specified above shall be returned to the sender unopened.

Part II
PREPARATION OF PROPOSALS

Proposals will be prepared in accordance with the following:

- A. Please submit the treatment services you can provide and how you plan to provide those treatment services to Adult Drug Court Participants.
- B. Please submit your lowest pricing formula for services to be provided. Include calculations for cost per participant, as well as the maximum amount of participant to receive services at the proposed cost.
- C. Proposers will not charge Federal Taxes, nor State of Florida Sales, Excise and Use Taxes in proposal prices, as the AOC is exempt from payment of such taxes.
- D. Proposers shall make all investigations necessary to **thoroughly inform themselves** regarding the nature of the treatment services to be provided, as required by the RFP conditions. **No pleas of ignorance** by the Proposers of conditions that may hereafter exist as a result of failure or omissions on the part of the Proposer to make prudent examinations and investigations will be accepted as a basis for varying the requirements of the contract or the compensation to vendor.
- E. Any exceptions, substitutions, deletions or deviations from the following specifications shall be explained in detail on a separate page entitled "Exceptions" (see forms at end of RFP package). Providers must show proof that any exceptions are equal and superior to those specified.
- F. Required information to enable a uniform review process:
 - 1. Letter of Interest: A letter stating your interest in providing these services, signed by the person who will have contract authority over the services and stating the contents of the response are true and accurate.
 - 2. References: Provide a listing of facilities, agencies, or environments where you have provided similar evidence based services (no more than 5), along with contact information for each facility, and length of time you have been contracted with each. Include names of key staff involved in rendering the services, and copies of the credentials, resumes, and required Florida licensure.
 - 3. Documents: Copies of Certificates of Insurance (type and amount

as described in Part V, below, page 13).

4. Forms: (Attached at back of packet):
 - Attachment A - No Lobbying Affidavit
 - Attachment B - Anti-Collusion Statement & No Gifts Statement
 - Attachment C - Public Entity Crime Statement
 - Attachment D - Conflict of Interest Disclosure Form
 - Attachment E – Immigration Law Certification
 - Attachment F - Drug-Free Workplace Certification
 - Attachment G - Exceptions (if needed)

PART III

SCOPE OF WORK

1. **Purpose:**

The Twentieth Judicial Circuit of Florida, Administrative Office of the Courts is accepting proposals from substance abuse treatment providers to deliver evidence based outpatient services to participants of the Hendry County Felony Drug Court Program. The Hendry County Drug Court is a post-adjudicatory drug court made up of felony offenders. The Drug Court Treatment Provider participates as a member of a drug court treatment team comprised of a Judge, representatives from Court Administration, the Public Defender's Office, the State Attorney's Office, and Probation. These entities meet on a weekly basis to discuss each client's progress. After the meeting each participant is addressed during a court hearing on their weekly progress or struggles.

2. **Background:**

Drug Court Programs are problem solving courts that focus on adult offenders charged with drug-related offenses. The goal is to teach substance abusers how to remain drug and alcohol free and become productive members of the community. The Hendry Drug Court Program is designed as a court supervised, comprehensive treatment program for felony offenders. This is a voluntary program, which includes regular court appearances before a Drug Court Judge and substance abuse treatment which includes drug testing, individual/group counseling, family counseling, and regular attendance at support meetings. Participants are also assisted with obtaining education, vocational, and life skills training. The program length is determined by each participant's progress and individualized treatment plan. The Hendry Drug Court Program includes an individualized sentencing structure in a 5 phase step down program as described in the Drug Court Participant Guide (RFP Packet). The program accommodates at minimum 15 participants with a maximum of 20.

3. **Provider Requirements/Proposal Content:**

Proposers must document in the manner listed below their credentials and their ability to provide high quality services meeting the "best practice" guidelines in the field of substance abuse treatment. **Providers will not be considered unless they are licensed!**

QUALIFICATIONS	DOCUMENTATION
1. Licensure as an outpatient substance abuse treatment provider if an agency. If an individual in private practice, clinical licensure such as but not limited to clinical social worker,	Submission of license and disclosure of any issues pertaining to licensure or legal actions such as suspensions, discipline procedures and ongoing or pending lawsuits

mental health counselor, or psychologist.	
2. The provider's ability to, both structurally and financially, to perform program responsibilities.	Resumes of senior management and key staff, including employee to attend drug court staffing sessions, Department of State documents stipulating organization status (registered and incorporated), organizational chart, annual reports, audited financial reports and prior year's tax return.
3. Effectiveness in providing substance abuse treatment.	Letter of recommendation. Outcome research. Treatment team experience with provider.
4. Successful experience with clients involved in the court system.	Letter of recommendation. Outcome research. Treatment team experience with provider.
5. Use of evidence based treatment modalities. Administer behavioral or cognitive-behavioral treatments that are documented in treatment manuals and have been demonstrated to improve outcomes for addicted persons involved in the criminal justice system.	Submission of program descriptions. Documentation of training staff attended and/or staff certifications.
6. Interventions for co-occurring disorders.	Submission of program descriptions. Documentation of trainings staff attended and/or staff certifications.
7. Cultural competence and gender specific treatment.	Submission of program descriptions. Documentation of trainings staff attended and/or staff certifications.
8. On-going training and quality control measures.	Submission of policy/procedures/activities addressing these issues. Documentation of recent training staff has attended.

4. The PROVIDER shall provide services as follows:
 - a. The PROVIDER agrees to provide initial assessment of potential participants prior to entry into the drug court program. Assist in discussions with the Drug Court Treatment Team of program appropriateness based on the participant's initial assessment.

- b. The PROVIDER agrees to provide outpatient counseling services to Drug Court participants in cases referred to the PROVIDER by the Court, unless acceptance of a case would create a conflict of interest for the PROVIDER. In the event that the PROVIDER determines he or she has a clear conflict of interest regarding any referred case, the PROVIDER shall immediately advise the Court. If a conflict of interest arises after the PROVIDER has begun performance of services on a case, he or she shall be compensated for services performed, at least in part. The PROVIDER may decline any case for good cause with notice to the Court.
- c. The PROVIDER agrees to provide outpatient counseling services to adults, 18 years and older, in the Felony Drug Court Program of Hendry County.
- d. The PROVIDER will adhere to standards, procedures, and rules for qualifications, certification, regulation, professional conduct, ethics, discipline and training for Drug Court outpatient counseling services as established by the Florida Statutes, Florida Administrative Code, Florida Rules of Court, Department of Business, the National Association of Drug Court Professionals Adult Drug Court Best Practice Standards, and Professional Regulations or other regulatory body.
- e. Services. Each client shall receive substance abuse treatment based on a standardized assessment of their treatment needs by clinical staff. The services shall include behavioral or cognitive-behavioral treatments as provided for in subsection 65D-30.010(2) of the Florida Administration Code. Each PROVIDER shall be capable of providing or arranging a continuum of evidence-based interventions that are documented in treatment manuals to include but not limited to the list of services below. Services shall be provided in accordance with the needs of the client as identified in the treatment plan, as follows:
 - i. Providing or arranging detoxification, and/or residential services;
 - ii. Individual counseling;
 - iii. Group counseling;
 - iv. Counseling with families; and
 - v. Substance abuse education, such as strategies for avoiding substance abuse or relapse, health problems related to substance abuse, and motivational enhancement and strategies for achieving a substance-free lifestyle.
- f. Required Hours of Services. For outpatient treatment, each client shall receive services each week in accordance with subsection 65D-30.010(1) of the Florida Administration Code, including a minimum of one counseling session. If fewer sessions are indicated, clinical justification must be documented in the client record.
- g. Caseload. No full-time counselor shall have a caseload that exceeds 50 clients participating in individual counseling at a given time.
- h. Hours of Operation. The PROVIDER shall post their hours of operation and this information must be visible to the public.

- i. The PROVIDER will maintain records of cases, hours and days for which treatment services are provided to Drug Court Participants, and report this information to the Court on a monthly basis.
- j. The PROVIDER must have a specially appointed representative participate in weekly drug court staffings and court hearings to provide input on each participants treatment progress and provide input on addressing treatment needs.
- k. The PROVIDER will be available to Drug Court staff as needed for case consultation and assistance in service development.
- l. The PROVIDER will give testimony in court hearings related to a drug court participants' involvement in the program and as to any violations or noncompliance with program rules and requirements.
- m. The PROVIDER will meet with Drug Court participants referred to the provider within three (3) days of the referral for initial assessment.
- n. The PROVIDER must provide interventions for co-occurring disorders, or link to services for co-occurring disorders.
- o. The PROVIDER must provide or arrange detoxification services and/or residential services as needed to meet the participant's treatment needs.
- p. The PROVIDER must provide culturally competent services and gender specific treatment.
- q. The PROVIDER must provide on-going staff training and quality control measures
- r. The PROVIDER must attend Drug Court program meetings as set by the Court.

Part IV
SPECIAL RFP CONDITIONS

- A. It is the Proposer's responsibility to ensure that the Proposal is delivered at the proper date, time and place. Offers by telegram, facsimile, e-mail, or telephone are NOT acceptable. Proposals that are received after the date and time specified will NOT be considered and will be returned unopened.
- B. Proposals will not be considered from Contractors who are currently involved in official financial reorganization or bankruptcy proceedings.
- C. Information: Questions concerning RFP requirements or specifications should be directed in writing to Dawn Oliver, Administrative Services Manager, Twentieth Judicial Circuit of Hendry County, doliver@ca.cjis20.org. All questions submitted and answers provided will be posted within 48 business hours as a supplement to the RFP on the AOC's website at www.ca.cjis20.org, so as to be available to all Proposers. It is the obligation of all Proposers to check the AOC's website for any questions and answers posted.
- D. Any changes by the AOC to specifications shall be in writing in the form of an addendum posted on the AOC's website at www.ca.cjis20.org and will be furnished to all Proposers who have already submitted or have expressed an intent to submit an RFP prior to the closing date.
- E. RFP Documents will be posted on the AOC website at www.ca.cjis20.org and available to the public.
- F. Contract Period: If a contract is awarded, the initial period will be determined by the AOC based upon the county fiscal year, and may be renewed annually, in writing, if both parties are in agreement, for two (2) additional one-year periods. The initial contract period start date expected to be July 1, 2017.
- G. Termination of Contract: The AOC reserves the right to immediately terminate the contract with or without cause. The AOC may expressly terminate the contract for unsatisfactory service, deliberate overcharging, or not meeting the terms of the contract. The AOC may also terminate the contract based upon a non-appropriation of sufficient funds.
- H. The Proposers' attention is directed to the fact that all applicable State laws, County ordinances and the rules and regulations of all authorities having jurisdiction over this work shall apply to the RFP throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

I. Right to Waive and Reject:

1. The AOC, in its absolute discretion, may reject any Proposal that has failed, in the opinion of the AOC, to complete or perform a contracted project in a timely fashion or has failed in any other way, in the opinion of the AOC, to perform a prior contract in a satisfactory manner, and emphasizes this condition to potential Proposers.
2. There is no obligation on the part of the AOC to award the RFP to the lowest Proposer, and the AOC reserves the right to award the RFP to a Proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the AOC, and to reject any and all Proposals or to waive any irregularity or technicality in Proposals received. The AOC shall be the sole judge of the Proposals and the resulting negotiated agreement that is in its best interest and its decision shall be final.
3. The AOC reserves the right to waive any formalities or reject any and all Proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this RFP and to accept the Proposal that in its judgment will best serve the interest of the AOC.
4. The AOC specifically reserves the right to reject any conditional Proposal and will normally reject those which make it impossible to determine the true amount of the Proposal.

J. Disqualification of Proposers: Any of the following reasons may be considered as sufficient for the disqualification of a Proposer and the rejection of the Proposal:

1. More than one Proposal for the same work from an individual, firm or corporation under the same or different name.
2. Evidence that the Proposer has a financial interest in the firm of another Proposer for the same work.
3. Evidence of collusion among Proposers. Participants in such collusion will receive no recognition as Proposers for any future work for the AOC until such participant shall have been reinstated as a qualified Proposer.

4. Uncompleted work which in the judgment of the AOC might hinder or prevent the prompt completion of additional work if awarded.
 5. Failure to pay or satisfactorily settle all bills due for labor, material or services on former contracts in force at the time of advertisement of proposal.
 6. Default under previous contract.
- K. Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Part V
INSURANCE REQUIREMENTS

- A. The SELECTED PROVIDER shall not commence any work in connection with this Agreement until it has obtained all required insurance and such insurance has been approved by the AOC.
- B. All insurance policies shall be with reputable insurers licensed to do business in the State of Florida, and shall be maintained through the entire term of the contract.
- C. The AOC shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the AOC reserves the right to change these insurance requirements with 60-day notice to the SELECTED PROVIDER.
- D. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the SELECTED PROVIDER, which are involved, and which is a part of the contract.
- E. The AOC reserves the right at any time to require the SELECTED PROVIDER to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- F. The designation of the SELECTED PROVIDER shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company is involved in the project, must be named in the Workers' Compensation coverage.
- G. All policies shall be written so that the AOC will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the AOC Representative.
- H. All insurance contracts, except the Workers' Compensation, shall list The AOC as an Additional Insured. The SELECTED PROVIDER shall provide the AOC current Certificates of Insurance for all policies at least ten days before commencing work.

Workers' Compensation Insurance:

- A. The SELECTED PROVIDER shall secure and maintain during the life of this agreement Workers' Compensation insurance for all employees employed including supervision, administration and management personnel. In case any work is sublet with the approval of the AOC, the SELECTED PROVIDER shall require the Subcontractor to provide Workers' Compensation insurance for all employees. Evidence of such insurance shall be furnished to the AOC not less than ten (10) days prior to the commencement of any and all subcontracted work.
- B. Such insurance shall comply with the Florida Workers' Compensation Law.
- C. Coverage shall include a waiver or subrogation clause in favor of Administrative Office of the Courts of the Twentieth Judicial Circuit. Also, this endorsement must be indicated on all Certificates of Insurance.

General Liability Insurance:

- A. The SELECTED PROVIDER shall carry other General Liability insurance of a nature appropriate to the contract and services provided and against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
- B. The SELECTED PROVIDER shall agree to maintain in force General Liability Insurance coverage for at least two years following acceptance of the contract by the AOC.
- C. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the SELECTED PROVIDER shall notify the AOC representative in writing. The SELECTED PROVIDER shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

Professional Liability Insurance:

Professional liability insurance with policy limits of or exceeding One Million Dollars (\$1,000,000) is also required under the scope of this RFP.

Limits of Liability:

The insurance required shall be written for not less than the following limits unless law requires higher amounts:

<u>COVERAGE</u>	<u>LIMIT</u>
1. Workers Compensation	
a. State	Statutory
b. Employers Liability	\$1 million each accident
2. General Liability Insurance	\$1 million each occurrence (Combined Single Limit)
3. Professional Liability	\$1 million each occurrence (Combined Single Limit)

Notice of Claims or Litigation:

The SELECTED PROVIDER agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the SELECTED PROVIDER'S knowledge, the AOC Representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the SELECTED PROVIDER becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

Indemnification and Hold Harmless:

To the fullest extent permitted by law, SELECTED PROVIDER shall indemnify and hold harmless THE ADMINISTRATIVE OFFICE OF THE COURTS OF THE TWENTIETH JUDICIAL CIRCUIT, and its employees, judges, and all court staff from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the SELECTED PROVIDER and other persons employed or utilized by the SELECTED PROVIDER in the performance of this Agreement.

Certificate of Insurance:

- a. All insurance shall include the interest of all entities' names and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by the AOC as additional Insured. The coverage afforded the additional Insureds under this policy shall be primary

insurance. If the additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

- b. Certificates of insurance, in duplicate, evidencing all required coverage must be submitted to and approved by the AOC prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Administrative Office of the Courts
Lee Co. Justice Center
1700 Monroe Street
Fort Myers, Florida 33901

- c. All policies shall expressly require 30 days written notice to the AOC at the address set out above, of the cancellations or material alterations of such policies, and the Certificates of Insurance, shall so provide.
- d. All certificates shall be subject to the AOC's approval of adequacy of protection and the satisfactory character of the Insurer.
- e. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). Deductibles or SIRs in excess of \$10,000 will not be accepted unless specifically approved in writing by the AOC. All deductibles or SIRs, whether approved by the AOC or not, shall be the SELECTED PROVIDER'S full responsibility. In particular, the SELECTED PROVIDER shall afford full coverage as specified herein to entities listed as Additional Insureds.

In no way will the entities listed as additional Insureds be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from the AOC will only be provided upon demonstration that the SELECTED PROVIDER has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

- f. In the event of failure of the SELECTED PROVIDER to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the AOC shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by SELECTED PROVIDER upon presentation of a bill.

General Terms:

Any type of insurance or increase of limits of liability not described above which the SELECTED PROVIDER required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the SELECTED PROVIDER of any responsibility under the contract.

Should the SELECTED PROVIDER engage a subcontractor or sub-subcontractor, if approved by the AOC, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The SELECTED PROVIDER will agree to waive all rights of subrogation against the AOC and its consultants and other indemnities of the SELECTED PROVIDER under all the foregoing policies of insurance.

Umbrella Insurance:

The SELECTED PROVIDER shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

PART VI
ADDITIONAL CONDITIONS

- A. The SELECTED PROVIDER shall furnish all material, equipment, labor, and all other facilities and incidentals necessary for the execution and completion of the work.
- B. Once established by contract, the contract price shall not be increased in the total amount stated without a written change order executed by the AOC, notwithstanding increased quantities or conditions which may be needed to perform Contractor's obligations here under, nor shall the Contractor be entitled to any additional time or payment for time required for the submission and consideration of any such change order request.

PART VII
REJECTION OF RFPS

- A. The AOC may reject a proposal as set forth above in Part IV, I, or as follows:
 - 1. The Proposer mistakes or conceals any material fact in the RFP.
 - 2. The Proposal does not strictly conform to the law or requirements of the RFP.
 - 3. The AOC may, however, reject any or all RFPs whenever it is deemed in the best interest of the AOC to do so and may reject any part of an RFP. The AOC may also waive any informality or irregularities in any RFP.
- B. RFP Protest Procedure
 - 1. Any Provider that has submitted a formal proposal to the AOC, and who is adversely affected by the decision with respect to the award of the formal proposal, may file with the Trial Court Administrator of the Administrative Office of the Courts of the Twentieth Judicial Circuit at the Lee Co. Justice Center, 1700 Monroe Street, Fort Myers, Florida 33901, a **written protest** no later than forty-eight (48) hours (excluding Saturdays, Sundays, and Legal Holidays) of the decision awarding the Proposal.
 - 2. The "Notice of Intent to File a Protest" document shall be in the form of a letter stating all grounds claimed for the Protest. Failure to do so shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

3. The Trial Court Administrator shall submit the protest statement along with his or her own statement in support of the award of the formal RFP to the Chief Judge of the Twentieth Judicial Circuit of Florida for a final determination of the protest.

PART VIII

MISCELLANEOUS

- A. **No Lobbying:** All respondents are hereby placed on notice that all communication, whether written or oral, with AOC staff or outside individuals working with the AOC in respect to this procurement (with the exception of the Contract/Purchasing personnel designated to receive requests for interpretation or corrections or technical questions) **is prohibited**. These persons shall not be lobbied, either individually or collectively, regarding any request for bid, proposals, qualifications and/or any other solicitations released by the AOC. **To do so is grounds for immediate disqualification from the selection process.** All respondents must submit the attached No Lobbying Affidavit with their submittal stating that they and their subcontractors, sub-consultants and other agents agree to abide by the no lobbying restrictions in order to be considered for this request. Any respondent that does not submit the required No Lobbying Affidavit will be automatically disqualified from further consideration.

NOTE: For the Proposers' convenience, this certification form is attached and made a part of the procurement package.

- B. **Collusion, Gratuities and Kickbacks:** It shall be unethical for any respondent to collude with any other respondent or offer, give or agree to give any AOC employee or representative (including selection committee members) a gift, gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of the procurement process.

NOTE: For the Proposers' convenience, this certification form is attached and made a part of the procurement package.

- C. **Modifications:** The AOC reserves the right to modify, alter or change the scope or other aspects of this solicitation.
- D. **Level Playing Field:** The contents of this solicitation are intended to provide a level playing field on which firms or individuals may base their responses.

- E. **Public Entity Crime Affidavit:** As requested by Florida Statute 287.133(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 on a contract to provide any goods or services to a Public Entity, may not submit a bid on a contract with a Public Entity for the construction or repair of a public building or a public work, may not submit bids on leases of real property to a Public Entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under 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 from the date of being placed on the convicted vendor list. Any person must notify the AOC within 30 days after a conviction of a Public Entity crime applicable to that person or to an affiliate of that person.

NOTE: For the Proposers' convenience, this certification form is attached and made a part of the procurement package.

- F. **Conflict of Interest:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their submission the name of any officer, director, employee or agent who is also a public officer, employee or an agent of the Twentieth Judicial Circuit, Administrative office of the Court, or any of its departments.

Furthermore, all respondents must disclose the name of any AOC employee or agent who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its parent companies or subsidiaries.

NOTE: For the Proposers' convenience, this certification form is attached and made a part of the procurement package.

- G. **Immigration Laws:** The Proposers must comply with all applicable immigration laws in their employment practices.

NOTE: For the Proposers' convenience, this certification form is attached and made a part of the procurement package.

RFP No.

**ATTACHMENT A
NO LOBBYING AFFIDAVIT**

STATE OF FLORIDA

This _____ day of _____, 20____, _____

being first duly sworn, deposes and says that he/she is the authorized representative of

_____ (Name of contractor, firm or individual)

Proposer to the attached Request for Bid, Proposal or Qualifications by the Administrative Office of the Courts of the Twentieth Judicial Circuit , and that the Proposer and any of its agents agrees to abide by the Administrative Office of the Court of the Twentieth Judicial Circuit no lobbying restrictions in regard to this solicitation.

Affiant

STATE FLORIDA

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____ who is personally known _____ or has produced _____ as identification.

Notary Public – State of Florida

(stamp)

RFP No.

**ATTACHMENT B
ANTI-COLLUSION STATEMENT & NO GIFTS STATEMENT**

Date:

Anti-collusion statement: **The below-signed Proposer has not divulged to, discussed, or compared his/her Proposal with other Proposer and has not colluded with any other Proposer or parties to a proposal whatever.**

No Gift Statement: **No premiums, rebates, or gratuities permitted either with, prior to, or after submission of the Proposal. Any such violation will result in rejection of the proposal and removal from the vendor list(s).**

Firm Name: _____

By (printed/typed): _____

By (signature): _____

Title: _____

Mailing Address: _____

City, State, Zip: _____

Telephone No.: _____

RFP No.

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

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 the Administrative Office of the Courts of the Twentieth Judicial Circuit of Florida

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 RFP 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 misrepresentations.
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 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, non-jury 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.

5. 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 RFPs or applies to RFP 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.
6. 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 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

STATE FLORIDA

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____ who is personally known _____ or has produced _____ as identification.

Notary Public – State of Florida

(stamp)

RFP No.

**ATTACHMENT D
CONFLICT OF INTEREST DISCLOSURE FORM**

For purposes of determining any possible conflict of interest, all Responders must disclose if any Twentieth Judicial Circuit of Florida Administrative Office of the Courts employee(s), elected official(s), or any of its departments is also an owner, corporate officer, agent, employee, etc., of their business.

Indicate either "yes" (a AOC employee, elected official or agent is associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

Name(s)

Position(s)

Firm Name:

By (Printed):

By (Signature):

Title:

Address:

Phone Number:_____

RFP No.

**ATTACHMENT E
IMMIGRATION LAW CERTIFICATION**

The Twentieth Judicial Circuit of Florida Administrative Office of the Courts will not intentionally award AOC contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e) (Section 274a(e) of the immigration and nationality act ("INA")).

The Twentieth Judicial Circuit of Florida Administrative Office of the Courts may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Hendry County.

Respondent attests that it is fully compliant with all applicable immigration laws, specifically relating to the 1986 immigration act and subsequent amendments.

Company Name

Signature

Title

Date

STATE FLORIDA

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____ who is personally known _____ or has produced _____ as identification.

Notary Public – State of Florida

(stamp)

RFP No.

**ATTACHMENT F
DRUG-FREE WORKPLACE CERTIFICATION**

THE BELOW SIGNED bidder/proposer CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of, or pleas of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Date: _____ Signature: _____

Company: _____ Name: _____

Address: _____ Title: _____

Phone Number: _____

RFP No.

**ATTACHMENT G
EXCEPTIONS TO RFP**

Each Responder may copy this form, as necessary, to sufficiently list all exceptions and variations from specifications. Please list, as shown, by page and item, if vendor chooses not to supply, or is unavailable, or describe deviation or substitution in detail, if furnished. The AOC shall be the sole judge of a proposed substitution equivalency.

Spec.:	Page:	Item:	Not Available/Explanation:
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