REQUEST FOR PROPOSALS

for

DRUG TREATMENT SERVICES

for the

LEON COUNTY DRUG COURT

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Proposal Number BC-11-19-03-05

Board of County Commissioners

Leon County, Florida

RFP Title: Request for Proposals for Drug Treatment Services for the Leon County Drug Court
Proposal Number: BC-11-19-03-05
Opening Date: Wednesday, November 19, 2003

I. INTRODUCTION

Leon County requests proposals from qualified drug treatment providers for the provision of immediate treatment to the adult drug offender with no extensive criminal history. The purpose of this Request for Proposals is to secure qualification statements and proposed costs from agencies who have prior experience in the substance abuse treatment of adults involved in the judicial system.

Proposers, their agents and/or associates shall refrain from contacting or soliciting any member of the Evaluation Committee or other County official other than the designated contact person regarding this RFP during the selection process. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the County. Only the individual listed in paragraph II. D. of this proposal shall be contacted.

II. GENERAL INSTRUCTIONS:

A. The response to the proposal should be submitted in a sealed addressed envelope to:

Proposal Number: BC-11-19-03-05
Purchasing Division
2284 Miccosukee Road
Tallahassee, FL 32308

B. An **ORIGINAL** and five (5) copies of the Response must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual,** all other copies may be photocopies.

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C. Any questions concerning the request for proposal process, required submittals, evaluation criteria, proposal schedule, and selection process should be directed to Keith Roberts or Don Tobin at (850) 488-6949; FAX (850) 922-4084; or e-mail at keith@mail.co.leon.fl.us or tobind@mail.co.leon.fl.us. Written inquiries are preferred.

D. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

E. Proposers are expected to carefully examine the scope of services, and evaluation criteria and all general and special conditions of the request for proposals prior to submission. Each Vendor shall examine the RFP documents carefully; and, no later than seven (7) calendar days prior to the date for receipt of proposals, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency, or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications.

Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only those communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

F. Your response to the RFP must arrive at the above listed address no later than Wednesday, November 19, 2003 at 2:00 PM to be considered.

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G. Responses to the RFP received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived and no proposals received thereafter will be considered.

H. The Purchasing Agent will not be responsible for the premature opening of a proposal not properly addressed and identified by Proposal number on the outside of the envelope/package.

I. It is the Proposers responsibility to assure that the proposal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE' and may be returned unopened to the vendor.

J. The County is not liable for any costs incurred by bidders prior to the issuance of an executed contract.

K. Firms responding to this RFP must be available for interviews by County staff and/or the Board of County Commissioners.

L. The contents of the proposal of the successful firm will become part of the contractual obligations.

M. Proposal must be typed or printed in ink. All corrections made by the Proposer prior to the opening must be initialed and dated by the Proposer. No changes or corrections will be allowed after proposals are opened.

N. If you are not submitting a proposal, please return the form attached at the end of the RFP, marked 'No Proposal'.

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O. The County reserves the right to reject any and/or all proposals, in whole or in part, when such rejection is in the best interest of the County. Further, the County reserves the right to withdraw this solicitation at any time prior to final award of contract.

P. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

Q. Public Entity Crimes Statement: Respondents must complete and submit the enclosed Public Entity Crimes Statement. 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 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

S. Audits, Records, And Records Retention. The Contractor shall agree:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.

2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.

3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.

4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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T. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

U. Local Preference in Purchasing and Contracting

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five percent (5%) of the total score shall be assigned for a local preference for local businesses. Vendors are directed to the evaluation criteria contained herein to be aware of any local preference points to be assigned for this request for proposals.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:

   a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

   b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and

   c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

V. Addenda To Specifications

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at http://www.co.leon.fl.us/purchasing/. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any proposal to check the above website or contact the Leon County Purchasing Division at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the response sheet.

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III. SCOPE OF SERVICES:

A. OVERVIEW

The Leon County Felony Drug Court Oversight Committee is requesting proposals to obtain substance abuse treatment for the Felony Drug Court program. The Committee will screen proposals and will recommend to the Leon County Board of County Commissioners the treatment providers which can provide requested services in the most cost effective manner. The treatment provider selected will be reimbursed on a per unit basis for services provided. The purpose of this Request for Proposals is to secure

qualification statements and proposed cost from agencies who have prior experience in the substance abuse treatment of adults involved in the judicial system.

The Felony Drug Court will be a partnership among the Courts, Office of the State Attorney, Public Defender's Office, Leon County Probation Division, Leon County Pre-Trial Release Program and lastly, the State Department of Corrections, and the provider of substance abuse treatment. The primary goal of the Drug Court is to provide immediate treatment to the adult drug offender with no extensive criminal history.

Proposed services will include a twelve-month, three phase approach to substance abuse which encompasses educational components with substance abuse testing and treatment.

This program provides early intervention and serves as a meaningful alternative to commitment for the defendant who can adequately and safely function in the community with drug treatment support.

Experience in the criminal justice system and understanding of the Florida Courts and adult Criminal Justice System is preferred. Selection will be made considering the ability of professional personnel; past performance; willingness to meet time constraints and budget requirements; and recent, current, and projected workload of the proposers.

The following sections describe the required contents for proposals.

B. BACKGROUND AND EXPERIENCE

1. The provider shall be licensed (as a treatment facility and/or provider for substance abuse) by the Department of Children and Families (DCF) for the site(s) where treatment services will be delivered prior to the contract date. If the provider is not licensed for the proposed services, an application for facility licensure shall be submitted to DCF before the execution of a contract for services. A copy of licensure and the most recent licensure site visit report from DCF shall be included in the proposal.

2. The provider should include a description of organizational qualifications that describe the following:

   a. Firm name or Joint Venture, business address and office location, telephone number.
   b. If a joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) of each firm.
   c. Address of the office that is to perform the work.
   d. Federal Identification Tax Number or Social Security Number.
   e. Mission statement
   f. When the agency was founded
   g. Target population service area
   h. Geographic service area
   i. Social services provided
   j. Responsibilities, duties, and activities of the governing board
   k. Financial management procedures
   l. Total number of staff identified as either administrative or direct care/program staff
   m. Total number of facilities or units, their purpose, and total capacity

3. The provider shall be in good standing with any State or Federal agency that has a contracting relationship with the provider.

4. A list of current members of the provider's governing body and any advisory groups will be submitted in your proposal.

5. A current organizational chart should be included which shows the lines of authority within the organization and parent organization, if applicable. Include

   the effective date on the chart. The proposed program should be clearly marked with proposed staff positions identified.

6. A chart or matrix will be included with in your response describing the number of chemically dependent persons the provider has served in the preceding year in Leon County.

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7. A brief description will be provided of current substance abuse programs and types of persons served by these programs.

8. The provider will describe previous experience in working with adult offenders, if any. Previous and current experience in working with the courts, criminal justice agencies, and social services agencies will also be described.

9. The provider shall have developed working relationships with referral sources and organizations that will address other ancillary needs (e.g. accessible transportation to/from treatment, vocational, educational, housing, mental health, prenatal and child care services) of the target population. Such working relationships shall be demonstrated through letters of agreement attached to your response to this RFP.

C. PROGRAM NARRATIVE: Your proposal narrative should address the following:

1. Program site(s): Description of the facility(ies), location, accessibility to bus routes/public transportation, hours of operation, and security.

2. Program services description: Proposals should include a brief description of the particular service proposal, what the service consists of who will perform it as well as the turn around time or estimated completion time (ie: urinalysis results, substance abuse evaluations completed within how many working days).

3. Program services consist of:

   a) Substance abuse treatment evaluations
   b) Urinalysis testing
   c) Group counseling
   d) Individual counseling
   e) Relapse counseling

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D. COST DATA

1. The proposal should describe reasonable and per unit cost of proposed services as well as the procedure for requesting reimbursement. This schedule and procedure should accommodate the following contract stipulations:

   a) A per unit charge for each proposed services provided to Drug Court participants in the services of:

      1) Substance abuse evaluation
      2) Urinalysis testing
      3) Group counseling
      4) Individual counseling
      5) Drug Court Proceeding attendance cost
      6) Relapse prevention cost

   b) A maximum of $100,000.00 can be billed under the awarded contract; contingent upon receipt of grant funds and/or client fees.

E. SPECIFIC DETAILS OF FELONY DRUG COURT PROGRAM

The purpose of the drug court is to establish a single drug court judge and staff to:

- reduce drug use and criminality by the offenders;
- diminish the stigma associated with traditional approaches by enabling program graduates to have their records sealed and expunged;

- lessen the demand on County jail beds; and
- avoid the costs attendant to County jail sentences.

To accomplish these goals the following program components were established:

- divert qualified (first-time felony drug) offenders from the traditional sanctions approach (30 to 90 days in jail and two years probation) into this diversionary program; and
- provide intense court services involving frequent court appearances by the offender with the judge, the public defender, and case managers.

Program outcomes to date include:

- a recidivism rate of 7% (the traditional sanctions recidivism rate is 51%);
- the expungement and sealing of most program participant records;
- a reduced demand on County jail beds;
- cost savings to the County by diverting offenders from the jail.
- a program completion rate of 70%

Necessary but not sufficient drug treatment contractual services include:

- substance abuse treatment evaluations
- urinalysis testing
- group counseling
- individual counseling
- staffing regular Drug Court Proceedings.

Program targeted population includes:

- a person charged with a felony of the second or third degree for purchase or possession of a controlled substance (FS. chapter 893)
- who has not previously been convicted of a felony nor been admitted to a pre-trial diversion program
- any additional criteria developed by the Felony Drug Court Program Oversight Committee, i.e., physically and mentally stable, volunteer for said treatment and admission cap or limit of 75 clients.

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F. PAGE LIMIT

Proposals shall be limited to 10 pages (single-spaced) excluding any attachments.

IV. SELECTION PROCESS

A. The County Administrator shall appoint an Evaluation Committee composed of three to five members who will review all proposals received on time, and select one or more firms for interview based on the responses of each proposer. All meetings of Evaluation Committees subsequent to the opening of the solicitation shall be public meetings. Notice of all meetings shall be posted in the Purchasing Division Offices no less than 72 hours (excluding weekends and holidays) and all respondents to the solicitation shall be notified by facsimile or telephone.

B. The Evaluation Committee will recommend to the Board of County Commissioners (BCC), in order of preference (ranking), up to three (3) firms deemed to be most highly qualified to perform the requested services.

C. The BCC will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BCC determines is fair, competitive, and reasonable for said services.

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D. Should the BCC be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive and reasonable, negotiations with that firm shall be formally terminated. The County shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm the Board shall terminate negotiations. The BCC representative shall then undertake negotiations with the third most qualified firm.

E. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue negotiations.

F. Evaluation Criteria: Proposals will be evaluated and ranked on the basis of the following considerations:

Quality of proposed program (interagency relationships, personnel qualifications) 30
Reasonable and accountable cost units for services 30
Accessibility (transportation, convenience of location, hours of operation) 20
Minority Business Enterprise Participation 10
Local Preference 5
Volume of BCC Work 5

Total 100

F. The volume of BCC work criteria shall be based upon the dollar value of payments made by Leon County to each contractor for the prior two year period. Points shall be assigned based on the volume levels in the following chart:

Dollar Volume	Points
$0 - $50,000	5
$50,001 - $100,000	4
$100,001 - $200,000	3
$200,001 - $300,000	2
$ 300,001 - $600,000	1
More than $600,000	0

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V. INDEMNIFICATIONS:

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars ($10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

The Firm shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project previously reviewed by the Firm that is found to be defective or not in accordance with the Contract Document and provisions of this agreement as a result of negligent act, error or omission on the part of the Firm, its agents, servants, or employees. The Firm shall be given a reasonable opportunity to correct any deficiencies.

VI. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

Firms responding to this RFP are hereby made aware of the County's goals for M/WBE utilization. Respondents should contact Agatha Muse-Salters, Leon County M/WBE Director, at phone (850) 488-7509; fax (850) 487-0928 for additional information.

As a part of the selection process for this project, the ranking procedure will provide a maximum of ten (10) percent of the total score where MBE's are used as follows:

MBE Participation Level	Points
The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy.	10
The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.	8
The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	6

B. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

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For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

VII. INSURANCE

A. Insurance Requirements for Contractors

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's pricing.

1. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

a. General Liability: $1,000,000 Combined Single Limit for bodily injury and property damage per occurrence with a $2,000,000 annual aggregate.

b. Automobile Liability: One Million and 00/100 ($1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. ***(Non-owned, Hired Car).***

c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee. ***Waiver of Subrogation in lieu of Additional Insured is required.***

d. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 ($1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3)-year period.

e. Umbrella: $1,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

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3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages ***(County is to be named as Additional Insured).***

1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

2. The Contractor's insurance coverage shall be primary insurance as respects the County, it officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

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6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. ETHICAL BUSINESS PRACTICES

A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

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PROPOSAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Proposals.

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts, Purchasing Director

Tony Grippa, Chairman
Leon County Board of County Commissioners

This bid response is submitted by the below named firm/individual by the undersigned authorized representative.

_____
(Firm Name)

BY _____
(Authorized Representative)

_____
(Printed or Typed Name)

ADDRESS _____

_____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

DRAFT

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

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STATEMENT OF NO BID

We, the undersigned, have declined to respond to the above referenced RFP for the following reasons:

_____ We do not offer this service

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications

_____ Others (Please Explain)

_____

_____

_____

_____

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

FAX No. _____

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SWORN STATEMENT UNDER 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 Leon County Board of County Commissioners

   by_____
   [print individual's name and title]

   for_____
   [print name of entity submitting sworn statement]

   whose business address is: _____

   _____

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

   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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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 bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact

business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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 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 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 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 a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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_____
(signature)

Sworn to and subscribed before me this _____ day of _____, 20___.

Personally known _____ OR Produced identification_____
(Type of identification)

_____
NOTARY PUBLIC

Notary Public - State of _____

My commission expires:_____

_____
Printed, typed, or stamped commissioned name of notary public

Form PUR 7068 (Rev 06/11/92)

MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION PLAN

RESPONDENT_____

MBE Participation Levels		**Points**
_____	The respondent is certified as a Minority/Woman Business Firm with Leon County, as defined in the County's M/WBE policy.	10
_____	The respondent is a joint venture of two or more firms/individuals with a minimum participation in the joint venture of at least 20% by certified minority/women business firms/individuals.	8
_____	The respondent has certified that a minimum of 15.5% of the ultimate fee will be subcontracted to certified M/WBE Firm(s), and has identified in the proposal the M/WBE Firm(s) that it intends to use.	6

M/WBE firms and subcontractors must be certified by the City of Tallahassee or Leon County to qualify for M/WBE participation credit. Please provide the following information for each M/WBE. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). **You must submit proof of certification with your proposal.** Attach additional sheets as necessary.

Name, Address, and Phone	Materials/Services	Amount	Group

Total Value of M/WBE Participation: $ _____
Total Project Base Bid: $ _____
M/WBE Participation as % of Total Base Bid: _____%

The vendor acknowledges the Leon County M/WBE policy and the provisions specified for this RFP. If applicable, vendor certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate.

Signed: _____ Title: _____ Date_____

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Firm: _____

Address: _____

_____

DRAFT

RFP Title: Request for Proposals for Drug Treatment Services for the Leon County Drug Court
Proposal Number: BC-11-19-03-05
Opening Date: Wednesday, November 19, 2003

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, And OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

   b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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_____
Signature

_____
Title

_____
Contractor/Firm

_____
Address

LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address. Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.	Percentage of Ownership
1.	
2.	

DRAFT

_____ Signature of Authorized Representative

_____ Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of_____, 20___.
By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)
a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of incorporation)
or has produced _____as identification.
(type of identification)

_____ Signature of Notary

_____ Print, Type or Stamp Name of Notary

_____ Title or Rank

_____ Serial Number, If Any

Return Completed form with supporting documents to:

Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308