KEY WEST, FL

REQUEST FOR PROPOSAL

RFP # 2011-03

Board Attorney and Labor Attorney Legal Services

Release of RFP: 6/13/11
Deadline for Submitting Written Questions: 6/30/11
Proposal Response Due Date: 7/08/11

RFP Documents may be found at the following website:
www.fkcc.edu
# REQUEST FOR PROPOSAL – OUTSIDE COUNSEL

## TABLE OF CONTENTS

**PROPOSAL INSTRUCTIONS** .......................................................................................................................... 4
- Address Instructions ........................................................................................................................................ 4
- Delivery ...................................................................................................................................................... 4
- Proposal Format ......................................................................................................................................... 4
- Decisions Regarding Proposals .............................................................................................................. 5
- Bidder Inquiries ........................................................................................................................................ 5
- Proposer Presentations .......................................................................................................................... 5
- Review Criteria ......................................................................................................................................... 5
- Estimated Time Table ........................................................................................................................... 6
- Proposal Validity ....................................................................................................................................... 6
- Proposal Information ............................................................................................................................ 6

**FLORIDA KEYS COMMUNITY COLLEGE INFORMATION** .............................................................
- Overview of Florida Keys Community College .................................................................................. 6

**GENERAL TERMS AND CONDITIONS** .......................................................................................... 7
- Mandatory Requirements .................................................................................................................. 7

**BACKGROUND AND STATEMENT OF WORK** ............................................................................ 8
- Statement of Work ............................................................................................................................... 8
- Objective .............................................................................................................................................. 8
- Product Areas of Expertise .................................................................................................................. 8
- Statement of Work ............................................................................................................................... 10
- Approvals of Work ............................................................................................................................... 10
- Expectations ......................................................................................................................................... 10
- Billing Considerations ....................................................................................................................... 10
FLORIDA KEYS COMMUNITY COLLEGE
REQUEST FOR PROPOSAL (RFP)
BOARD ATTORNEY AND LABOR ATTORNEY LEGAL SERVICES

Florida Keys Community College, through this Request for Proposal (RFP), is seeking counsel for various legal areas for the College.

Florida Keys Community College is an open-access, educational institution dedicated to serving the intellectual, diverse, cultural, and occupational needs of the Florida Keys as well as the global community. The college is committed to student-centric academic programs and services, workforce development, continuing education, diverse partnerships, electronically delivered instruction, and sustainable practices that prepare students for personal success and responsible citizenship.

Proposal Instructions

Address Instructions
Law firms, hereinafter “Proposers” or “Firms,” should submit an original written proposal, signed by an officer of the company who is authorized to bind the company by contract, with an original, eight (8) copies and a digital copy provided on a CD/DVD. Such proposals should be submitted in a sealed envelope marked Board Attorney and Labor Attorney Legal Services, RFP # 2011-03, and addressed to the following:

Florida Keys Community College
Purchasing Office
Attn: Tamrah Hill, Purchasing Department
5901 College Rd.
Key West, FL 33040

Delivery
Hardcopy Proposals must be received by mail or hand delivered to the above address no later than 2:00 p.m. EST Friday July 08, 2011. Facsimile transmissions will not be accepted. Proposals submitted or received after that date will not be accepted. Proposers may submit changes or addenda to their bid in writing, signed by the original proposal signatory, and cross referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal due date. Such changes/addenda must meet all requirements for the proposal. No changes or withdrawals are permitted after the proposal due date.

Proposal Format
Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet requirements of the RFP. Sections must be tabbed and pages numbered and in the same sequence as the specifications requested. If a specification is not applicable, or if there is no response, please state.
Decisions Regarding Proposals
The College reserves the right to:

- Make all decisions regarding all proposals pursuant to the request, including, without limitation, the right to decide whether a proposal does or does not substantially comply with the requirements of this Request for Proposal;
- Accept, reject, or negotiate modifications in any terms of Proposers’ proposals or any parts thereof; and
- Reject any or all proposals received.

The College shall not be responsible for any cost incurred by the Proposer in the preparation of this proposal. It must be specifically understood that this Request for Proposal does not create any obligation on the part of Florida Keys Community College to enter into any contract or undertake any financial obligation with respect to the program referred to herein. Any proposer who expends time or money prior to award does so at the proposer’s own risk and expense. The Proposer understands that, if selected, the College reserves the right to provide its opinion publicly and privately regarding the Proposer’s performance.

Bidder Inquiries
No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any College employee. Only those transactions that are in writing shall be considered valid. EMAIL inquiries are acceptable, email tamrah.hill@fkcc.edu in the Purchasing Department. The College shall only consider communications from Proposers that are in writing. Inquiries concerning this Request for Proposal shall be submitted to:

Florida Keys Community College
Purchasing Office
Attn: Tamrah Hill
5901 College Rd.
Key West, FL 33040

Email to tamrah.hill@fkcc.edu

Answers to a Proposer’s inquiry will be made available in writing to all Proposers upon request. Include Proposer’s EMAIL address to facilitate a response. Written questions must be submitted by June 30, 2011.

Proposer Presentations
Part of the bid/proposal evaluation process may include a formal presentation from the selected highest-ranking bidder(s). If invited, Proposers should use this presentation to provide evaluators with further insight regarding their proposal and to clarify any issues.

Review Criteria
The College shall review all accepted proposals with particular emphasis on each Proposer’s record of performance and experience in providing legal services in higher education institutions; Proposer’s conformance to RFP’s specifications, requirements, terms & conditions, and provisions; cost of expenses the law firm charges for various services to be purchased by the College; and Proposer’s level of expertise in designated product areas.
See Section titled “Proposal Response Required” for a complete list of responses/information Proposer shall include in RFP response to be used in the evaluation process.

Estimated Time Table

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>June 13, 2011</td>
</tr>
<tr>
<td>Deadline for Submitting Questions</td>
<td>June 30, 2011</td>
</tr>
<tr>
<td>RFP Submittal</td>
<td>July 8, 2011</td>
</tr>
</tbody>
</table>

Proposal Validity

Proposals should be considered valid for at least 180 days from the proposal submission deadline.

Proposal Information

All material submitted becomes the property of the College and may be returned only at the College’s option. Proposals submitted become the property of the College and may be reviewed and evaluated by any person except for competitors at the discretion of the College, regardless of statements contained within the Proposer’s response to the contrary. The College has the right to use any or all concepts presented in any reply to the RFP. Selection or rejection of the proposal does not affect this right.

Information provided by the College to the requesting Proposer for the purpose of providing a response to the RFP is the property of the College. As such, said information is to be kept in confidence and used only in the preparation of these proposals pursuant to this RFP. This RFP shall not be distributed to others without the College’s permission.

Florida Keys Community College Information

Overview of Florida Keys Community College

Florida Keys Community College is an open-access, educational institution dedicated to serving the intellectual, diverse, cultural, and occupational needs of the Florida Keys as well as the global community. The college is committed to student-centric academic programs and services, workforce development, continuing education, diverse partnerships, electronically delivered instruction, and sustainable practices that prepare students for personal success and responsible citizenship.

The following three campuses/centers currently provide students with these learning opportunities/experiences:

1. The Key West Campus
2. The Middle Keys Center
3. The Upper Keys Center

For additional information about the College, visit our web site at the following internet address: www.fkcc.edu.
General Terms and Conditions

Mandatory Requirements

Contract Law
Any contract resulting from this RFP will be subject to the laws of the State of Florida. The total contract shall include this Request For Proposal, the Proposer’s proposal, and the negotiated and executed contract.

The College looks forward to a mutually satisfactory long-term relationship with the selected proposers. In the unlikely event any dispute would arise between your firm and the College, including fee disputes, and that dispute cannot be settled by negotiation, you agree that no civil action with respect to any dispute, claim or controversy arising out of or related to the contract arising from this RFP shall be commenced until the matter has been submitted to a mediator. If no resolution has occurred, the parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings within sixty (60) days of the day the dispute is communicated to the other party. You covenant that you will participate in the mediation in good faith and will share equally in its costs. You or the College may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither you nor the College will commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if you and the College so agree. Should litigation be required, you agree that such litigation must be brought in Monroe County, Florida.

Contract Assignment
No portion of any resulting contract may be sublet, sub-contracted, or otherwise assigned by the Proposer without the prior written consent of the College. This RFP and any contract are subject to approval and negotiation by the College’s Board of Trustees.

Indemnification
Proposers agree to indemnify and hold harmless the College, its officers, and employees from any claim, damage, liability, injury, expense or loss, including defense costs and attorney’s fees, arising out of Proposer’s performance under this Agreement. Accordingly, the College shall notify Proposer promptly in writing of any claim or action taken against the College in connection with this agreement. On such notification, the Proposer shall promptly take over and defend any such claim or action. The College and shall have the right and option to be represented in any such claim or action at its own expense.

Contract Changes
During the period of the contract, no changes will be permitted in any of the conditions and specifications unless the Proposer receives written approval.

Permits, Licenses, Taxes and Certificate of Authority
The Proposer shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments under which the contract will be performed.
The Proposer shall be responsible for any and all taxes and assessments arising out of the operation, by not limited to, payroll and personal property taxes, franchise taxes, sales and use taxes, and income taxes.

Insurance Requirements
The Proposer shall provide proof of Professional Liability Insurance sufficient in amount to protect the College’s interests in all legal engagements undertaken. Prior to the signing of the contract and upon each insurance renewal thereafter, the Proposer shall provide a Certificate of Insurance evidencing the required coverage and providing for thirty (30) days’ notice of cancellation or material change in coverage.

Statement of Work

Objective
This Request for Proposal (RFP) is for the purpose of selecting and awarding non-exclusive contracts to single or multiple legal firms which will be designated as ‘preferred Proposers’ for providing various legal services, for various product areas based on the Proposer’s expertise. These selected firms will agree on a “fee schedule” to be used for the College within the awarded product area during the contract term. One firm could be awarded a contract for just one of the product areas, or a contract that covers an award for several product areas. Product areas are discussed below.

After the award of contracts based on this ‘preferred proposer’ RFP, a Proposer will be placed on the Preferred Proposer list, which will be used by the College.

However, in unusual circumstances, the College reserves the right to utilize non-preferred Proposers, or more than one proposer, to provide the required services for a specific product when in the best interest of the College.

Product Areas of Expertise
Proposers may contract with the College to be considered for providing legal services in one or more of the following product areas:

1. **State and Federal Government Laws**
   including but not limited to:
   - Employee Benefits
   - Health Care Insurance
   - Federal Financial Aid
   - Administrative Law
   - FERPA
   - FTC
   - FCC

2. **Federal and State Contracts and Grants**

3. **Federal and State DOE Rules and Regulations**
   - Florida’s Public Record laws (Chapter 119, F.S)
   - Florida’s Sunshine laws (Chapter 286, F.S)
   - Florida’s Ethics Code (Chapter 112, F.S.)
   - Florida’s Administrative Procedures Act (Chapter 120, F.S.)
4. **Higher Education Law**
   - Student Rights and Discipline
   - Tenure
   - Academic Freedom
   - Constitutional Law
   - Civil Rights
   - Student Disability

5. **Construction Contracts**, including but not limited to:
   - Construction contracts/subcontracts
   - Insurance

6. **Taxation and Donations**
   - Tax advice for not-for-profit entities
   - Preparation and review of tax returns submitted to Internal Revenue Service and state authorities
   - College Foundation

7. **NJCAA Athletics**

8. **Federal and State Employment Laws**

9. **Environmental**

10. **Insurance Laws/Workmen’s Compensation**

11. **Bankruptcy/Collections**

12. **Intellectual Property**, including but not limited to:
   - Trademark management and filing
   - Licensing
   - Copyright

13. **Immigration**

14. **International Laws and Contracts**

15. **Computer Law and Online Education**

16. **Accounting, Audit and Banking**

Proposers must indicate in their proposal in which product areas of expertise they wish to be considered.
Statement of Work

- For individual assignments, the College shall provide written authorization to proceed.

- The proposers shall maintain the complete confidentiality of all materials transmitted by the College or any other authorized person on behalf of the College.

Approvals of Work

Contract Preferred Proposer shall perform only those legal services requested through the College, on a case-by-case basis. A primary point of contact will be named, and should be contacted directly for all information related to the specific matters. The OGC should be contacted for all billing and administrative matters.

Expectations

Providing legal services to the College involves unique requirements, such as giving consideration to the academic mission of the College. The attorney-client relationship shall be between the College and your firm. No individual or department of the College shall be considered to be your client unless specified and/or unless otherwise required by law.

Billing Considerations

All invoices shall be submitted to the OGC for payment on a monthly basis. The College is looking for creative, alternative fee arrangements, as well as fixed rate and hourly billing. All fees, however, shall be consistent with the rules promulgated by the Attorney General of Florida pursuant to Section 287.059, Florida Statutes.

1. Billing based on alternative billing arrangements (other than fixed rate and hourly billing arrangements discussed below): Proposer shall notify the College immediately if extenuating circumstances arise or if new deliverables develop that may exceed the original scope of work. All fees and expenses incurred in excess of those previously authorized shall be at the risk of the Proposer.

2. Billing based on hourly rates is not to exceed any rates established in the contract and shall include the following information:
   a. the tenths of hours billed
   b. the timekeeper
   c. the billable rate for that timekeeper
   d. a detailed description of each service provided
   e. disbursements incurred on OGC’s or the College’s behalf

3. Billings based on a fixed price basis: Proposer shall notify the College immediately if extenuating circumstances arise or if new deliverables develop that may exceed the original scope of work. Proposer shall not have any authority to exceed the fixed price amount without first obtaining written authorization to proceed from the College. All fees and expenses incurred in excess of those previously authorized shall be at the risk of the Proposer.
General Requirements

Contract Term
Subject to the applicable provisions of section 287.059, Florida Statutes, the College intends to negotiate and execute with successful Proposers annual engagements with two optional renewal periods of one year each, if mutually agreed upon by both parties. No contract will be automatically renewable at the end of the contract term. Both the College and the Proposer will be required to provide intent of renewal or termination of the contract ninety (90) days prior to the expiration of the contract.

Contract Cancellation
The successful Provider(s) may cancel the contract at any time with ninety (90) days written notice. The College may terminate the contract without cause upon giving thirty (30) days written notice and, if cause exists, immediately.

Proposal Response Required
The following section is divided into components that require a detailed response from the Proposer. Responses must be formatted and numbered to coincide with the RFP.

1. Provide your firm’s name, address, telephone, fax number, and primary contact person (for this RFP). Please provide an email address for this contact person.

2. If applicable, list the company’s branch office addresses, telephone numbers, fax numbers, and contact persons, for those branch offices that would be used to provide the services outlined in this RFP.

3. Provide brief Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides. Include current ratings and certifications.

4. What percent of your firm’s practice is related to the area(s) of practice for which you are responding to this RFP? What other areas of service does your firm provide?

5. Provide a detailed summary of your firm’s technical expertise in each of the product areas of expertise indicated on pages eight (8) and nine (9).

6. Provide resumes and/or background information and experience of personnel including both partners and associates who would be assigned to provide the services outlined in this RFP, including but not limited to:
   a. Demonstration of a practice that has competency providing services focused on one or more of the product areas of expertise;
   b. Specific experience relating to the product areas of expertise;
   c. Descriptions on efforts/processes to manage the cost and quality of services provided;
   d. General experience; and
   e. Other qualifications and abilities to perform the services being requested.
7. Please provide a list of the Colleges and/or Universities that are currently utilizing your counsel. Provide a brief summary of the type and volume of work performed for the major clients (Colleges/Universities).

8. References: For any key personnel, provide three (3) references of current clients (preferably Colleges/Universities) in the area of expertise for which you are responding to this RFP, including College/University/Institute/Company name, address, telephone number, fax number, primary contact, and type of services the individual is performing for these clients. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the College may contact these references.

9. The College will enter into engagements only if they contain the terms indicated in this RFP and have satisfied attachments A and B.

10. Pricing/Costs: Please provide examples of alternative billing arrangements that the firm would be willing to consider.

11. Other Costs: List all other types of costs that would be billed to the College. Please be specific and inclusive.

12. What is the amount of your firm’s professional liability insurance? If selected, your firm will need to provide proof of professional liability insurance sufficient in amount to protect the College’s interests in all legal engagements undertaken.

13. Please disclose any past adversarial positions, or conflict of interest, with Florida Keys Community College.

14. Please confirm your understanding and ability to meet the requirements described in this RFP. Note any exceptions.

15. What are the competitive advantages to your services versus your possible competitors’ services?

16. Provide other information you deem pertinent to demonstrating your qualifications to perform the services being requested.

17. Provide information on any prior experience of your firm with Florida Keys Community College.

18. Please disclose and potential adversarial position, or conflict of interest, with Florida Keys Community College.
Note: This RFP document was adopted from RFP #1350-B, dated November 18, 2010, for Outside Counsel Services from Pennsylvania State University.

**PROPOSAL REPLY SHEET**  
**BOARD ATTORNEY AND LABOR ATTORNEY LEGAL SERVICES**

**RFP # 2011-03**

**Proposals are due in the Purchasing Office by July 8, 2011 by 2 P.M.**

Florida Keys Community College is seeking proposals from qualified Firms to provide Legal Services for the Florida Keys Community College Board of Trustees

Proposal Format: The authorized representative of the agency submitting a proposal for consideration shall address the following items:

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 hour</td>
<td>Lawyer Services</td>
<td>$_________</td>
</tr>
<tr>
<td>1 hour</td>
<td>Staff Assistant</td>
<td>$_________</td>
</tr>
<tr>
<td>1 hour</td>
<td>Secretary</td>
<td>$_________</td>
</tr>
<tr>
<td>1 hour</td>
<td>Court Reporter</td>
<td>$_________</td>
</tr>
</tbody>
</table>

If there is other information you want to provide that is pertinent to this proposal, mark it “Additional Information” and include with proposal response. Ex: Pricing Methodology:

____________________________________________________________________________

____________________________________________________________________________

No Proposal ________    Reason for No Proposal

____________________________________________________________________________

(Proposal reply sheets must be completed and signed as indicated below)

I certify that I am a representative of this company and authorized to submit this proposal:

_________________________________________________   ______________
Authorized Signature       Date

_________________________________________________   ______________
Printed Name        Phone
<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Address
1. Has your company ever been denied insurance or had insurance canceled?
   Yes ___ No ___

2. Can your insurance company produce a certificate of insurance stating your limits and naming Florida Keys Community College as an Additional Insured? Yes ____ No ____

3. Since January 1, 2001 has your firm, or any member of your firm, been a defendant in any lawsuit alleging professional negligence?
   Yes ___ No ___ If yes, please explain in detail. ____________________________
   ____________________________
   ____________________________

4. Is your company a subsidiary or otherwise legally affiliated with any other company? Yes___ No___ The name of the additional company:______________________________

5. Since January 1, 2001 has your firm been a debtor in any bankruptcy case (voluntary or involuntary) filed under any chapter of the Bankruptcy code? Yes___ No___ If yes, please explain in detail.
   ____________________________
   ____________________________
   ____________________________

6. Can you supply us with three (3) business references similar to Florida Keys Community College? If yes, attach a list including contact and phone number.
   1.
   2.
   3.

7. Has there ever been a finding of probable cause or other citation issued against any member of your firm, or is any member of your firm, or is any member of your firm presently under investigation for a breach of ethics or unprofessional conduct by any court,
administrative agency, bar association, or other professional group? If so, please give the particulars.

_____________________________________________________

_____________________________________________________

_____________________________________________________
EVALUATION CRITERIA

Proposals shall include all of the information solicited in this RFP, and any additional information that the Proposer deems pertinent to the understanding and evaluating of the proposal. **Proposals shall be organized and sections tabbed in the following order.** The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include, at a minimum, the following information. Failure to supply all of the information requested may result in the proposal being excluded from consideration.

Criteria #1  Firm’s services, background information, personnel experience, ratings and certifications  
(see #3; #6 under Proposal Response Required section)

Criteria #2  Firm’s prior experience with similar cases or issues  
(see #4; #5; #15 under Proposal Response Required)

Criteria #3  Firm’s prior experience with Florida Keys Community College  
(see #17 under Proposal Response Required section)

Criteria #4  Firm’s billing methodology and proposed rates  
(see #10; #11 under Proposal Response Required)

Criteria #5  Firm’s current or past adversarial position, or conflict of interest, with the College. Include any disciplinary action by State/Federal bar association or court  
(see #13 under Proposal Response Required section)

Criteria #6  Firm’s willingness to use resources of the College to minimize costs

Criteria #7  RFP Compliance  
(see #9; #12; #14 under Proposal Response Required)

Criteria #8  Other Information  
Provide any information that will provide insight for the evaluators about the qualifications, fitness and abilities of the Proposer. This information should be succinct.
Criteria #9 References
Provide a listing of all Colleges/Universities currently utilized. Provide at least 3 references. Higher education, K-12 and public institutions preferred. The college reserves the right to evaluate other sources for references as in its best interest.
(see #7; #8 under Proposal Response Required section)

Criteria #10 Interview:
Short Listed proposers may provide a presentation of your RFP to be followed by a question and answer period. Additional questions may be presented for consideration.
## PROPOSAL RESPONSE SCORING MATRIX

Proposals will be scored based on the following criteria:

<table>
<thead>
<tr>
<th>Criteria #</th>
<th>Scoring Criteria</th>
<th>(-1) Poor</th>
<th>(1) Below Average</th>
<th>(2) Average</th>
<th>(3) Above Average</th>
<th>(N/A) Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Firm’s services, background, personnel, ratings and certifications</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Firm’s prior experience with similar cases or issues</td>
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<tr>
<td>3</td>
<td>Firm’s prior experience with Florida Keys Community College</td>
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<tr>
<td>4</td>
<td>Firm’s billing methodology and proposed rate</td>
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<tr>
<td>5</td>
<td>Firm’s current or past adversarial position, or conflict of interest, with the College</td>
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<tr>
<td>6</td>
<td>Firm’s willingness to use resources of the College to minimize costs</td>
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<tr>
<td>7</td>
<td>RFP Compliance</td>
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<td></td>
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<tr>
<td>8</td>
<td>Other Information</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>References</td>
<td></td>
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<td></td>
<td>Sub total</td>
<td></td>
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<tr>
<td>10</td>
<td>Interview</td>
<td></td>
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<td></td>
<td><strong>Total</strong></td>
<td></td>
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</tr>
</tbody>
</table>
Comments:

Evaluator: _____________________________
(Signature)

Evaluator: _______________________________
(Print)

Date: ________________________________

Proposer/Proposer/Firm Evaluated:
_____________________________________
SWORN STATEMENT UNDER SECTION 287.133(3)(1) 
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted Proposal, Proposal or Contract 
for______________________________.

2. This sworn statement is submitted by_____________________________________________ 
[name of entity submitting sworn statement] whose business address is:

_________________________________________________________ and (if applicable) its Federal 
Employer Identification Number (FEIN) is ______________________.

3. My name is ______________________________and my relationship to the 
entity named above is__________________________________________.

4. I understand that a “public entity crime” as defined in Paragraph 287.133 (1) (g), Florida 
Statute, means a violation of any state or federal law be a person with respect to and 
directly related to the transaction of business with any public entity or with an agency or 
political subdivision of any other state or with the United States, including, but not limited to, 
any proposal 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.

5. I understand that “convicted” or “conviction” as defined in Paragraph 
287.133 (91) (b), Florida Statutes, means 
a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in 
any federal or state trial court or recording, relating to charges brought by federal or state trial 
court or recording, relating to charges brought by federal or state trial court or recording, 
relating to charged brought by indictment or information after July 1, 1989, as a result of just 
verdict, non-jury trial, or entity of a plea of guilty or nolo contendere.

6. I understand the “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means: (1) 
A Predecessor or 
Successor of a person convicted of public crime: or (2) An entity under the control of any 
natural person who is active in the management of the entity and who has been convicted of a 
public entity crime. The term “affiliate” includes those officers, directors, executives, partners, 
shareholder, 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 public crime in Florida during the preceding 36 months shall be considered an 
affiliate.
Public Entity Crimes Statement
Page 2 of 2

7. 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 proposals or applies to proposal on contracts for the provisions 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.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]

____ Neither the entity submitting this sworn statement, or one more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate or the entity, has been charged with and convicted of public entity subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _________________________ Signature

STATE OF: _________________________
COUNTY OF: _________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority, [name of individual signing] who after first sworn by me affixed his/her signature in the space provided above on this day of ________________, 20_____.

My commission expires: _________________________

Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or
Produced Identification:

Type of I.D.
NON-COLLUSION AFFIDAVIT OF PRIME PROPOSALDER

State of______________
County of______________

______________________________, being first duly sworn, deposes and says that:
He/she is ______________of_________________________, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of Trustees of Florida Keys Community College.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_______________________________
Signed

_______________________________
Title

Subscribed and sworn to before me this _____day of_______, 20___.

_______________________________
Title

My Commission Expires: ___________