

REQUEST FOR PROPOSAL (RFP 26-04-HR)

INSURANCE AGENT- BROKER OF RECORD

FOR
MEDICAL, DENTAL, VISION, AND ANCILLIARY
EMPLOYEE BENEFITS

CITY OF DESTIN, FL



A handwritten signature in blue ink, appearing to read "Larry Jones", is written over a horizontal line.

Larry Jones

City Manager

Phone (850) 837-4242

Facsimile (850) 837-3267

4200 Indian Bayou Trail

Destin, Florida 32541

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive proposals for an agent-broker of record for employee benefits for all insurance lines (health, dental, vision, life and disability).

Request for Proposal may be obtained from the City Clerk's office at Destin City Hall, 4200 Indian Bayou Trail, Destin, FL 32541 between the hours of 8 a.m. and 5 p.m., Monday through Friday or by phone by calling 850-837-4242 or by email: cityclerk@cityofdestin.com.

Proposals must be received by the City of Destin in a sealed envelope clearly marked "**RFP 26-04-HR, Insurance Agent-Broker of Record** for Group Health, Dental, Vision, Life and Disability along with the name, return address and telephone number of the proposer, no later than 2:00 p.m. CST, on Friday, June 26th 2026 at which time they will be opened and read aloud.

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to accept the proposal(s) or take any other actions deemed by the City to be in the City's best interest.

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CITY OF DESTIN
INSURANCE AGENT-BROKER SERVICES OF RECORD
FOR GROUP HEALTH AND ANCILLIARY EMPLOYEE BENEFITS

A. Proposal Invitation & Tentative Schedule of Events

The City of Destin, Florida (City), invites insurance agents-brokers licensed to do business in the State of Florida, to submit proposals to provide services for all lines (health, dental, vision, life and disability) per the schedule below.

Schedule of Events

Tentative Calendar of Events*		
1	Issue RFP	June 16, 2026
2	Final Date for Receipt of Questions	June 22, 2026, <u>no later</u> than 5:00 p.m. C.S.T
3	Responses to Questions	June 24, 2026
4	Proposals Due to Destin City Clerk & Proposal Opening	June 26, 2026, <u>no later</u> than 2:00 p.m. C.S.T.
5	City Council Presentation and Selection	July 6, 2026

B. General Information

1. Responsive proposals will demonstrate that all lines of insurance to include Florida non-profit consortiums/ pools that were formed for the purpose of providing full-service health insurance to Florida public entities to include (health, dental, vision, life, and disability) or a health insurance consulting group that has a proven track record specializing in full-service government insurance to include health, dental, vision, life, and disability.
2. It is anticipated the City will contract for insurance agent-broker services for a period of three (3) years with two (2) one-year extension options. The City reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term. Either party may terminate this agreement by giving a sixty (60) days written notice; however, notice shall not be given or accepted within 180 days prior to any policy renewal.
3. The City's Bid Committee will review all proposals. It is the intent of this Committee to make recommendations to the City Council for approval in July 2026. Existing coverages expire August 31, 2026, and it is the City's intent to utilize the agent-broker of record selected through this RFP process to present, recommend and place renewal coverages. Additionally, the agent-broker selected will be expected to conduct the 2026 open enrollment.
4. The selected agent-broker will be expected to maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, and meet with City staff as necessary. Additionally, the selected agent-broker must be fully prepared to proactively address the City's needs and interests for products and services. Service requirements are more fully outlined in **Appendix B, Scope of Services**.
5. Requirements set forth in this RFP shall be incorporated into the contract between the City and the selected firm, unless otherwise specified in the contract. Additional provisions may be included in the contractual agreement that incorporates the selected agent-broker's proposal, general services and other pertinent requirements and details. All provisions of the agreement must be in compliance with established Federal, State law and City ordinance.
6. Qualified firms submitting a proposal in response to this RFP are responsible for providing all professional services described herein.
7. Finalists may be required to make a 5 minute presentation to City Council. Information from these presentations will be included as part of the selection process.
8. The Destin City Council has the right to accept or reject any and all proposals.
9. Public Records –
HB273 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-837-4242, lwallace@cityofdestin.com, City of Destin 4200 Indian Bayou Trail Destin, FL 32541.
10. Florida Sunshine Laws - All bidders must have knowledge of the Florida Sunshine Laws and how they relate to the duties required under this RFP.
11. Clarifications/Revisions - Before award, the City reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for contract award. Failure to provide requested information may result in rejection of the response.
12. Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all proposers must disclose with the RFP submittal the name of any officer, director or agent who is also a public officer or an employee of the

City of Destin. Further, all proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the proposing firm.

C. Mandatory Proposer Requirements and Evaluation Criteria

1. The proposer must be willing and able to place business with all of the City's existing providers as outlined in **Appendix A** of this RFP. This does not mean the City intends to maintain its current carriers; but, would if considered advantageous to the City. Additionally, business with other carriers in health, dental, vision, life and disability lines must be actively operating in the City's market and have viable preferred provider organizations (PPO) networks for health, dental and vision.
2. The proposer must provide a copy of their State of Florida Insurance License.
3. The proposer and all staff assigned to the City's account shall possess and keep in force all licenses and permits required to perform the services of this Agreement.
4. The proposer or any key staff must not have been convicted of a Public Entity Crime. A notarized statement is required (see **Appendix F**)
5. The proposer must be HIPAA compliant and have trained employees on the requirements of the law.
6. Describe training, experience and/or certifications obtained with respect to the Patient Protection and Affordable Care Act (PPACA), (Affordable Care Act (ACA)), and Health Care Reform.
7. Provide a sample of a proposed contract for your firm's services. The general terms and conditions provided in this RFP will be integrated within your proposed contract. Do not include any "evergreen" renewal clauses. Include City indemnification and insurance coverage (general, employers & professional liability, workers' compensation, and auto) clauses.

All proposals submitted for evaluation must include the following information in the format and order noted:

1. The first page shall be the Title Page. The proposer should identify the RFP subject, the name of the firm, local and corporate address, telephone number, name and title of contact person, and date of submission.
2. Immediately following the title page shall begin the following sections:

Table of Contents – Provide clear identification of the material by section and by page number.

Letter of Transmittal – Should be brief and introductory in nature.

Mandatory Proposer Requirements – Responses and documents described in Section C (1-7), Mandatory Proposer Requirements, in the order delineated. List any exceptions taken to these requirements.

3. Proposal Content and Evaluation Criteria – In the order delineated, provide Tab 1 through Tab 7 as follows:

Tab 1. *Qualifications and experience of firm* - Information related to the agent-brokerage firm qualifications and resources including the following:

- a. Description of the firm's history, size, number of clients, staff, and how long it has been in business in the panhandle area of Florida (panhandle is defined in this document as all Florida Counties from/including Leon County in the east to/including Escambia County in the west).
- b. List the insurance carriers and lines the firm can access.
- c. Description of the firm's resources available for knowledge in the following but not limited to: COBRA, HIPAA, Section 125, Cafeteria Plans, HDHP/HSA and ACA.
- d. Description of the firm's legal resources associated with employee benefits.
- e. Discuss any impending changes in your organization that could impact the delivery of services.
- f. List and describe the metrics the firm utilizes to measure the quality of services provided to clients.
- g. How the City's account would compare in size and scope to other clients of the agent-broker.

Tab 2. *Qualifications and experience of staff* - Resume for each account executive(s) and primary customer support staff to include the following:

- a. Description of individual's educational/training background and certifications.
- b. Description of individual's work experience. Also, indicate length of time with your firm and in their current position.
- c. Description of Account Executive's personal knowledge of insurance markets, specifically for health, dental, vision, life and disability for Florida local governments.

Tab 3. *Understanding and approach* - A written statement explaining the firm's approach to assisting local governments, or other clients, to maximize benefits for employees while minimizing the financial impact of skyrocketing health, dental, and all other lines covered in the RFP. Cite specific examples from your experience. Cite any innovative concepts your firm has employed. Describe your experience and relationship with the City's existing health, dental and other insurance carriers as listed in **Appendix A, *City Background Information***.

Tab 4. *Location and accessibility* - The name and office location of the Account Executive directly responsible for handling the City's account. Description of the present composition of the Account Executive's personal book of business including the following:

- a. Number of accounts for which the Account Executive is responsible in the panhandle.
- b. Steps the Account Executive will take to assure that proper attention will be given to the City's account as your book of business grows.

Tab 5. *References* – Provide three (3) client references including client name, contact personnel, address, phone number, email, and length of time you have provided agent-broker services. (Include references for services provided for health, dental, vision life and disability.)

Tab 6. *Schedule of Fees*- Describe the fees associated with those listed in **Appendix C, *Schedule of Fees***, as well as any additional costs related to implementation of any proposed service delivery alternatives. Also, indicate if you would receive any other form of compensation such as from vendors, bonus, or any other form of compensation not otherwise characterized to the City of Destin as commissions.

Tab 7. *Services*- List other services offered by your company that may be of value to the City, to include the cost, if applicable.

- a. Describe what your firm's role would be in educating employees on plan benefits.
- b. Describe any services you offer regarding employee focus groups and/or employee surveys.
- c. Describe the process you use to explore renewal options and present options to employees, staff and City Council.
- d. Describe the open enrollment process you utilize.

- e. Describe what access will be made available to administrators and to employees. Outline the response process and timeframe for addressing needs and/or concerns of the City’s administration and the City’s employees.
- f. Indicate if you can be available for on-site visits with 48 hours notice.
- g. Provide details in your proposal of all current wellness program offerings including, if applicable, any additional cost. Proposals should detail the support staff and other assistance that will be provided.
- h. Describe your monthly and annual reports of paid claims, quality of experience reports, developing ad hoc reports, extent, and quality of reports on wellness/disease management, ability for covered member to track wellness and health claims, etc.

D. Evaluation Matrix

Scale of 1 → 100 points, 1 = lowest, 100 = highest

	<u>EVALUATION CRITERIA (from Section E)</u>	MAX. POINTS TO BE EARNED
1.	Qualifications and experience of the firm. This will be evaluated on the breadth and depth of the firm’s experience. Additional weighting will be given to those with the most favorable local government client experience in this area. (Tab 1)	20
2.	Qualifications and experience of specified individuals who will perform and oversee the work. (Tab 2)	10
3.	Understanding and approach to the work to be performed for the City. (Tab 3)	10
4.	Location and accessibility of staff. (Tab 4)	5
5.	References (Tab 5)	5
6.	Fees Proposed (Tab 6 & Appendix C)	30
7.	Services (Tab 7)	20

	<i>TOTAL POINTS POSSIBLE TO BE EARNED</i>	100
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E. Instructions for Proposals:

1. Sealed proposals, one (1) original and one (1) exact replica of your original bid response on a USB drive shall be delivered to the City. The original must be clearly marked and be delivered in a sealed envelope or sealed box marked with the **“RFP 26-04-HR, Insurance Agent-Broker of Record for Group Health, Dental, Vision, Life and Disability”** **along with the name, return address and telephone number of the proposer.** The USB drive shall be in Microsoft Word, Excel, Power Point. Faxed, emailed or other electronic formats will not be accepted.
2. Sealed proposals shall be received by or delivered to the City no later than 2:00 P.M., C.S.T, June 26th, 2026 to: **(Proposals received after the above date and time will not be considered.)**

City of Destin
 Attn: Lisa Wallace, City Clerk
 4200 Indian Bayou Trail
 Destin, Florida 32751

The above address is a mailing and physical address. The proposals will be publicly opened at Destin City Hall and the names of the proposers responding to the RFP will be read aloud. Proposals will then be sent to the Bid Committee for evaluation and subsequent ranking for City Council decision. The City is under no obligation to return proposals.

3. Cost of the preparation and submittal of proposals is an operational cost of the proposer, and the City of Destin will not be responsible for any such costs incurred.
4. It is anticipated the Bid Committee recommendations shall be presented to the City Council for action. If requested finalists may be asked to make a five (5) minute presentation at this meeting.
5. The City reserves the right to waive any informality in or to reject any or all proposals or refrain from awarding a contract.
6. Non-conforming proposals will be considered non-responsive and rejected.
7. Submission of a proposal does not in any way commit the City to enter into an agreement with that proposer or any other proposer.
8. All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by any proposer and submitted to the City as part of this RFP process, or otherwise, may be considered public information under applicable law.

F. Terms and Conditions:

1. All responses shall become the property of the City of Destin.
2. Proposals shall be prepared simply, providing straightforward responses to satisfy the requirements of this RFP.
3. Each firm shall examine all parts of this RFP and shall determine all matters relating to the interpretation of such documents. Only those firms that have received and responded to this RFP will be considered.
4. A response to this RFP does not constitute a bid; therefore, the City retains the right to contact any or all proposers after submittal to obtain supplemental information and/or clarification.
5. The City Council reserves the right to accept or reject any and all proposals received, to waive irregularities or technicalities, and to request re-submission or re-advertisement for all or any part of the RFP. The City Council shall be the sole judge of the proposal, resulting negotiated agreement that is in the City's best interest, and the City's decision shall be final.
6. Signatures of all persons signing shall be in ink in longhand. Affixing, in the margin immediately opposite the correction, the initials of the person signing the proposal, shall authenticate erasures or other corrections.
7. The proposer warrants by virtue of the proposal, terms and conditions quoted in this proposal will be firm for acceptance for a period of ninety (90) days from the date of the proposal opening, unless otherwise stated by the City or respondent.
8. The proposer hereby agrees to indemnify and save harmless the City from and against any and all liability, claims, demands, damages, fines, fees on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the contract whether by act or omission of the contractor, its agents, servants or employees or because of or due to the mere existence of the contract between the parties.
9. Prior to the RFP due date and time, a proposal may be withdrawn or corrected only upon proper identification being presented by the person who has signed the proposal. After the proposal due date and time, a proposer cannot withdraw or correct a proposal.

G. Request for Additional Information:

The proposer shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain services. The City reserves the right to make investigations of the qualifications of the proposer or any of its agents, as it deems appropriate.

H. Questions and Addendum to Request for Proposals:

Questions or inquiries regarding this RFP shall be in written form only, preferably by e-mail. Questions/Inquiries may be mailed, e-mailed or sent by overnight courier with delivery to the City. All questions/inquiries must include contact person, address, facsimile number, and email address. Responses to questions will be provided to all prospective firms by e-mail. Questions should be submitted to:

Jamie Haynes
HR Director
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
Phone: (850) 837-4242 X1301
Fax: (850) 269-9890
e-mail:jhaynes@cityofdestin.com

I. Billings and Payments:

Payments are made to vendors on a weekly basis every Thursday for all invoices received and approved by noon on the prior Wednesday. The City will not pay any start up or other implementation costs until all required coverages/services have been bound/contracted.

J. No Collusion:

By offering submission to this RFP, the proposer certifies the proposer has not divulged to, discussed or compared the competitive proposal with other proposers or parties.

K. Public Entity Crimes:

Each proposal shall contain a completed Public Entity Crime Form (Appendix F) pursuant to Florida Statutes, Sections 287.132-133, providing that no public entity shall accept any bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

L. Improper Communication:

Between the time the RFP is issued and the City Council approves the selection of the Firm to perform services, contact concerning this RFP with other than with Human Resources Director, as defined in Section H, shall be cause for disqualification. All prospective submitters are hereby cautioned not to contact any City Council member or any member of the Selection Committee nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms.

**APPENDIX A
CITY BACKGROUND INFORMATION**

The City of Destin, Florida is located on the coast of the Gulf of Mexico, in Okaloosa County, approximately 162 miles West of Tallahassee and 48 miles East of Pensacola. The population of 14,000 citizens inhabits the 7.9 square miles of the City.

The Mayor and seven elected officials, along with a budgeted staff of 114 full-time and 29 part-time/part-time seasonal, join with 84 volunteer committee members and countless other volunteers to achieve organizational goals and objectives. The City’s workforce consists of administrative, professional, recreation/parks and public services staff. Fire and water/sewer are separate entities. Police services are provided through a contract with the Okaloosa County Sheriff’s Office. The normal workweek is 40 hours between the hours 6:00am – 5:00p.m.

The City provides health insurance benefits on a fully-insured basis to full-time employees. Other benefits include dental, vision, basic life, AD&D and hospital indemnity. The City presently funds 100% employee coverage. Dependents are funded at 66 2/3rds for health, dental and vision, hospital indemnity. Information about the City’s current insurance coverages and carriers are outlined below.

<i>Carriers, Lines & Covered Employees</i> <i>(All Plans Expire: August 31, 2026)</i>						
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<i>Carrier</i>	<i>Line</i>	<i>EE</i>	<i>EC</i>	<i>ES</i>	<i>FAM</i>	<i>• Total</i>
United Health Care	Health/High	44	5	11	8	68
United Health Care	Health/HSA	15	5	0	1	21
	COBRA					
United Health Care	Health/PPO&HSA	0	0	0	0	0
United Health Care	Dental	53	11	19	11	94
United Health Care	Vision	52	11	16	12	91
United Health Care	Hospital Indemnity	67	5	14	9	95
United Health Care				<i>Short Term</i>	<i>Long Term</i>	
Allstate	Disability		96		96	
				<i>Basic Term</i>	<i>Volunteer</i>	<i>Dependent</i>
Allstate	Life		96		40	39

as of: June 2026

APPENDIX B SCOPE OF SERVICES

Responsibilities of the agent-broker shall include, but not be limited to, the following; all or any of which the selected agent-broker may be asked to perform.

1. Negotiate all insurance renewal rates with current carriers and market group coverage to competing carriers.
2. Consult with City staff regarding the current benefit plan or alternate benefit plans.
3. Analyze the insurance needs of the City and provide written recommendations for changes where appropriate or dictated by changing market conditions.
4. Represent the City as requested in communications with all underwriters, claims adjusters, claimants, or other interested parties.
5. Provide a full range of services, including but not limited to risk exposures, risk identification, written analysis, and insurance placement, written recommendations, alternative service delivery mechanisms or other services as requested by the City or deemed necessary by the agent-broker.
6. Review each insurance policy, binder, certificate or other insuring document to ensure wording is complete, correct, and in compliance.
7. Be available to the City for consultation on a daily basis in performing obligations under this Agreement.
8. Advise the City on insurance trends, insurance market conditions, financial stability of any insurance companies writing policies for the City, or any other items having the potential to materially impact any insurance coverages carried by or claims processing services provided to the City. This includes budget projections on future costs of benefits programs.
9. Assist with enrollment of newly hired employees, retirees, and COBRA members as well as terminations and changes for current employees; assist City staff with organizing open enrollments to include voluntary benefits plan enrollment, and employee education; and assist City staff in communicating benefit changes, including employee meeting presentations.
10. Agent-broker shall be knowledgeable of the Patient Protection and Affordable Care Act (PPACA) and associated laws of the health care reform legislation, and keep the City abreast of how the health reform will impact city.
11. Resolve billing problems and claims disputes of employee.
12. Design new programs or benefits. Upon the request of the City, the Agent shall provide expert assistance, and advice in the design of new benefits, and recommend new programs.
13. Work with carriers to obtain and provide utilization reports as available; analyze plan and market trends.
14. Other services as mutually agreed upon.

**APPENDIX C
SCHEDULE OF FEES**

Compensation shall be quoted in either of the following ways. Remuneration may consist of flat or variable fees, or commissions for each line of insurance. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions if a flat fee has been agreed to as a method of compensation. Full disclosure of all compensation earned, either directly or indirectly is required. All fees and or commissions earned must be disclosed.

Insurance placed by agent-broker on behalf of the City will be invoiced based on agreed terms upon placement of the coverage. The City shall remit payment to the agreed party in accordance with the specified terms and conditions. **Please complete the information below regarding the carriers that you are currently placing business with for each line (health, dental, vision, life & disability)**

APPENDIX C Schedule of Fees RFP 04-HR			
Proposal of:			
Line of Business	Commission	Fee	Comments
Group Health Insurance			
Group Dental Insurance			
Group Vision Insurance			
Group Life Insurance			
Group Disability Insurance			
Hospital Indemnity			

Attach additional sheets in this format as needed.

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

**APPENDIX D
CARRIER INFORMATION**

From the list below, please complete the requested information regarding the carriers that you are currently placing business with. You may provide up to three (3) additional carriers you place business with.

APPENDIX D Carrier Information City of Destin (RFP 04-HR)				
Proposal of:				
Carrier	Line of Business	Number of Years doing Business	Contact Person	Phone Number
	Health			
	Health			
	Health			
	Health			
	Dental			
	Dental			
	Dental			
	Dental			
	Life			
	Life			
	Life			
	Life			
	Disability			
	Disability			
	Disability			
	Disability			
	Hospital Indem			
	Hospital Indem			
	Hospital Indem			

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

**APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION FORM**

The below signed Bidder 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 workplace and specifying the actions that will be taken against employees for violations 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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working 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 any 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 drug-free workplace requirements.

COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER: _____

SIGNATURE: _____ DATE: _____

NAME (TYPED OR PRINTED): _____

TITLE: _____

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

**APPENDIX F
PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

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 with Bid, Proposal or Contract _____

2. This sworn statement is submitted _____ whose business address is _____

and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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(a)(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 with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any 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(a)(b), Florida Statutes, means 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 records 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.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

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

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

**APPENDIX G
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 the state or of the United States with the legal power to enter into a binding contract for 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.

8. Based on information and belief, the 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, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the 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. (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 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.)

(Signature)

Date: _____

STATE OF FLORIDA

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2018, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires

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