

**BOARD OF COUNTY COMMISSIONERS,  
WALTON COUNTY, FLORIDA  
REQUEST FOR QUALIFICATIONS FOR  
DESIGN OF THE 3<sup>RD</sup> FLOOR COURT ROOM  
COURT HOUSE IN DEFUNIAK SPRINGS, FLORIDA**

**RFQ NO: 019-037**

The Walton County Board of County Commissioners (“the County”) will receive sealed Statement of Qualifications from qualified Licensed/Registered Architects for the design of the historical courtroom located on the 3rd floor North Walton County Courthouse located at 571 U.S. Highway 90 East, DeFuniak Springs FL 32433

**RFQ DEADLINE: August 1, 2019 no later than 3:00PM local time, and will open immediately thereafter.**

**LATE SUBMITTALS RECEIVED AFTER THE AFOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE PURCHASING AGENT’S OFFICE, WHETHER THAT TIME IS BY HAND DELIVERY OR MAIL.**

***FIRMS ARE SOLELY RESPONSIBLE FOR SUBMITTING THEIR RFQ PACKAGE WHICH MUST BE RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. THE COUNTY DOES NOT ACCEPT FAXED, ELECTRONIC, OR ORAL SUBMITTALS. THE PURCHASING OFFICE IS CLOSED ON FRIDAY AND WILL ALSO BE CLOSED ON JULY 4<sup>TH</sup>, 20019.***

To be considered, the Firm must submit an original and five (5) copies of the RFQ in a sealed envelope or package, clearly marked with the Firm’s name, address, and the words “**DESIGN OF THE 3<sup>RD</sup> FLOOR COURTROOM LOCATED IN COURTHOUSE IN DEFUNIAK SPRINGS, FLORIDA**” addressed to:

Office of Central Purchasing  
176 Montgomery Circle  
DeFuniak Springs, Florida 32435

## TABLE OF CONTENTS

SECTION 1 – INTRODUCTION.....	3
1.1 Purpose.....	3
SECTION 2 – SCOPE OF WORK.....	3
2.1 Qualifications.....	3
2.2 Cover Letter.....	3
2.3 Selection Criteria.....	3
SECTION 3 – PROCUREMENT RULES AND INFORMATION.....	4
3.1 Contact Person.....	4
3.2 Calendar Events.....	4
3.3 Submission of RFQ.....	5
3.4 RFQ Opening.....	5
3.5 Insurance Requirements.....	5
3.6 Cost of Preparing RFQ.....	7
3.7 Disposal of Proposal.....	7
3.8 RFQ Rules for Withdrawal.....	7
3.9 Rejection of RFQ.....	7
3.10 Verbal Instructions.....	7
3.11 Public Entity Crimes.....	8
3.12 Drug Free Workplace.....	8
3.13 Protest.....	8
3.14 Public Access.....	9
3.15 Blackout Period.....	10
3.16 Indemnification.....	10
3.17 Notices.....	11
3.18 Addendum.....	11
3.19 Representation.....	11
SECTION 4 – CONTENTS OF PROPOSAL.....	11
4.1 Forms.....	11
4.2 Contact for Agreement Administration.....	12
SECTION 5 – TERM OF AGREEMENT.....	12
5.1 Termination of agreement.....	12
5.2 Terms.....	12
<i>ATTACHMENT 1 – Information Sheet.....</i>	<i>13</i>
<i>ATTACHMENT 2 – Contact for Agreement.....</i>	<i>14</i>
<i>ATTACHMENT 3 – Public Entity Crimes.....</i>	<i>15</i>
<i>ATTACHMENT 5 – Drug Free Workplace Cert.....</i>	<i>19</i>

## ***SECTION 1 – INTRODUCTION***

### **1.1 PURPOSE:**

The purpose of this Request for Qualifications is to select a qualified Architect with specialized experience in design and improvements for a historical courtroom which is located on the 3<sup>rd</sup> floor North Walton County Courthouse located at 571 U.S. Highway 90 East, DeFuniak Springs, Florida 32433.

## ***SECTION 2 – SCOPE OF WORK:***

Firm shall demonstrate excellent skills and technical expertise in the design of historic improvements of courtrooms and obtain all permits and code compliance as required.

### **2.1 QUALIFICATIONS:**

The firm must have experience in the design of renovations of historical buildings similar to this scope of work. Please provide the following:

- Describe three (3) public projects whereby the firm has completed historical designs within the last five (5) years.
- At least five years' experience in design of historical buildings
- At least three (3) references including agency name, address and phone number
- List of staff that will be assigned to this project and their qualifications

### **2.2 COVER LETTER:**

The cover letter must include the following:

- Project title
- Name and address of the Firm submitting qualifications
- Date firm was established
- Name(s) of the person(s) authorized to represent the Firm in any negotiations
- Name(s) of the person(s) authorized to sign any agreement that may result in executing a contract.
- Contact person's name, mailing or street addresses, phone and fax numbers and email address

### **2.3 SELECTION CRITERIA:**

The County will evaluate submittals in accordance with Consultants Competitive Negotiation Act, Section 287.055 Florida Statute. The selected Firm will be given written notification of being selected by the County. The County will negotiate and execute an agreement with the selected firm prior to the beginning of the actual services. Should

negotiations fail, the County will negotiate with other highly ranked companies. Vendor will be selected based on, but not limited to, the following criteria.

Criteria	Weight
<b>Qualifications</b>	<b>25</b>
• Years of experience	<b>25</b>
• Previous projects of similar nature	<b>30</b>
• Personnel assigned to the project and qualifying credentials	<b>20</b>
• References	

### ***SECTION 3 - PROCUREMENT RULES AND INFORMATION***

#### **3.1 Contact Person:**

Glyndol Johnson  
Purchasing Agent  
176 Montgomery Circle  
DeFuniak Springs, Florida 32435  
850-892-8176  
Fax: 850-892-8689  
Email: johglyndol@co.walton.fl.us

Kim Jones  
Purchasing Assistant

All technical questions regarding this Request should be directed in writing; preferably by email to the Purchasing Agent. ***QUESTIONS SHALL BE SUBMITTED NO LATER THAN 12:00 NOON (local time) ON JULY 24, 2019.*** Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified date and time shall not be grounds for a protest. NOTE: Written requirements in the Request or its amendments are binding but any oral communications between you and us are not. ***Any and all communication with County Commissioners or county staff other than Office Of Central Purchasing, is prohibited during the time of this RFQ and could result in disqualification.***

#### **3.2 CALENDAR EVENTS:**

**DATE/TIME**

7/24/19 by Noon

**ACTION**

Question to be submitted

8/1/19 no later than 3:00PM  
August

RFQ Close  
Evaluation

### **3.3 SUBMISSION OF QUALIFICATIONS:**

Each submittal shall be prepared simply and economically, providing a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this Request for Qualifications. Fancy bindings, colored displays and promotional material are not desired. Emphasis in each submittal must be on completeness and clarity of content. In order to expedite the evaluation of the submittal, it is essential that proposers follow the format and instructions herein.

### **3.4 RFQ OPENING:**

Submittals will be accepted until August 1, 2019 no later than 3:00PM local time and will open immediately thereafter.

Submittals are due at the time and date specified. **Proposals received late will not be considered and will be marked as LATE.**

Any person with a qualified disability requiring special accommodations at the proposal opening should contact Purchasing at 850-892-8176 at least five (5) working days prior to the event.

### **3.5 INSURANCE REQUIREMENTS:**

A. The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, including errors and omissions coverage, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation. Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.

b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with thirty (30) days' written notice of cancellation and/or restriction.

2. Comprehensive General Coverage must include:

a. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage.

b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

c. Additional Insured. County is to be specifically included as an additional

- insured,
  - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide County with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. \$300,000 combined single limit per accident for bodily injury and property damage.
  - b. Owned Vehicles
  - c. Hired and Non-Owned Vehicles
  - d. Employee Non-Ownership
  - e. Additional Insured. County is to be specifically included as an additional insured.
  - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the County with thirty (30) days' written notice of cancellation and/or restriction.
4. Professional Liability Coverage must include;
- a. Minimum limits of \$1,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, error and omissions.
  - b. Notice of Cancellation and/or Restriction. The Policy must be endorsed to provide County with thirty (30) days' prior notice of cancellation and/or restriction of coverage by changed exclusion.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the COUNTY with the executed Contract. The Certificates of Insurance shall be filed with the COUNTY before this Contract is deemed approved by the COUNTY. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required by the VENDOR shall be endorsed to include as additional insured the COUNTY, its officers, employees, and agents, except for worker's compensation and professional liability insurance. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.

Insurance coverage shall be placed with insurers of self-insurance funds, satisfactory to the County, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class V in accordance with the most current Best's rating. Consultant shall provide the County with financial information concerning any self-insurance fund insuring Consultant. At the County's option, a Best's rating or Self-Insurance Fund financial information may be waived.

The purchase of any of the above-referenced insurance policies shall not release the VENDOR or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract.

Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

**3.6 COST OF PREPARING RFQ:**

The County is not liable for any costs incurred by the vendor in responding to this RFQ, including those for oral presentations.

**3.7 DISPOSAL OF RFQ:**

All proposals become the property of the County and will be a matter of record.

Any submitted qualifications shall remain a valid for 30 days after the submission date.

**3.8 RULES FOR WITHDRAWAL:**

A submittal may not be withdrawn for a period of thirty (30) calendar days after the date of the RFQ opening.

Submittals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Statement of Qualifications are to be submitted at any time prior to the opening of the RFQ.

**3.9 REJECTION OF RFQ:**

**The COUNTY reserves the right to accept or reject any statement of qualification as may be deemed necessary by the COUNTY to be in its best interest.** The COUNTY further reserves the right to waive any and all formalities, and reserves the right to reject all nonconforming, unresponsive statements of qualifications. The COUNTY reserves the right to reject the statement of qualification of any firm or individual if the County believes that it would not be in the best interest of the COUNTY to make an award to that firm or individual, because the statement of qualification is not responsive or responsible, or firm or individual is unqualified or of doubtful financial ability, or fails to meet any other pertinent standard or criteria established by the COUNTY.

**3.10 VERBAL INSTRUCTIONS:**

No negotiations, decisions, or actions shall be initiated or executed by the proposal as a result of any discussion with any county employee. Only those communications from proposers, which are signed and in writing will be recognized by the County, as duly

authorized expressions on behalf of the Proposer. Oral and other interpretations or clarifications will be without legal effect.

**3.11 PUBLIC ENTITY CRIMES:**

The VENDOR must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on an agreement to provide any goods or services to a public entity, may not submit a proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under an agreement 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.

**3.12 DRUG FREE WORKPLACE:**

The VENDOR must complete the County's Drug Free Workplace Certification form, attached and made a part of the proposal. According to Walton County policy, preference shall be given to businesses with drug-free work place programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work place program.

**3.13 PROTEST:**

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the agreement, may protest such decision. Written notice of intent to file a protest must be submitted with the Purchasing Agent or Finance Director within twenty-four (24) hours after the Board's declaration of its intention with regard to an award. Written protest must be submitted to the Purchasing Agent or Finance Director within ten (10) calendar days after filing written notice of intent.

Each written protest must be accompanied by a protest bond in the form of a certified check, cashier's check or money order made payable to the Board of County Commissioners, in an amount of \$5,000.

The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.



**3.14 PUBLIC ACCESS:**

A request to inspect or copy public records relating to this Contract must Be made directly to the County. If the County does not possess the requested records, it shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time (§119.0701(3)). If Consultant fails to provide the public records within a reasonable time, Consultant may be subject to penalties under §119.10, F.S.

A. Consultant shall comply with the requirements of Florida’s Public Records law. In accordance with Section 119.0701, Florida Statutes, the

B. Consultant shall (1) Keep and maintain public records required by the Public agency to perform the service; (2) Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida’s Public Records law or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Consultant does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency’s custodian of public records, in a format that is compatible with the information technology system of the public agency.

**C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Genara Roop, Records Management Liaison Officer  
161 E. Sloss Avenue  
DeFuniak Springs, Florida 32433  
850-892-8110  
roogenara@co.walton.fl.us

**3.15 BLACKOUT PERIOD:**

The period between the end of the advertisement for the Invitations to Bid, Request for Proposal, and Request for Qualifications, or any other competitive solicitation and the contract award, or any resulting bid protest is resolved, or the solicitation is otherwise canceled is referred to as the Blackout Period. During the blackout period any communication regarding the aforementioned solicitations is prohibited between the bidder(or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than Purchasing Division staff. Each competitive solicitation shall provide notice of the blackout period.

1. Exceptions to the Blackout Period.

The blackout period shall not apply to:

- a. Communications at any public proceeding or meeting, including pre-bid conferences, selection committee presentations or pre-award meetings.
- b. Communications during contract negotiations between designated County employees and the intended contract awardee.
- c. Communication with a vendor by a Purchasing Division employee following the bid opening to clarify the vendor’s bid or intended scope of services.
- d. Communication following the filing of a protest between the protesting party and the Purchasing Division, County Administrator’s Office and County Attorney’s Office, during the dispute resolution process
- e. Purchases exempt from competitive selection, sole source procurements, and single sources, procurements, and emergency procurements, as defined in Walton County Board of County Commissioners Purchasing Policy and Procedure manual.
- f. Communications with existing vendors in the performance of existing contract.

**3.16 INDEMNIFICATION:**

The firm or individual shall indemnify and save harmless the COUNTY, its officers, agents and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to, charges of engineers, attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any person, including employees of Firm or individual or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Firm or individual, or any subcontractor or supplier of Firm or individual, negligent

performance or non-performance of the Project. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the County, its respective officers, agents, or employees, provided Firm or individual shall be required to indemnify the County for the County's own negligence.

**3.17 NOTICES:**

Any notices to be given under a contract shall be given by United States Mail, addressed to Firm or individual at its address stated herein, and to the County at its address stated herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

**3.18 ADDENDUM:**

The County may issue Addendums to modify this Request for Qualifications as deemed appropriate.

Addendums and clarification to this RFQ, along with an Addendum Acknowledgement Form will be emailed or faxed to all vendors receiving this RFQ if any modifications are necessary. The Addendum Acknowledgement Form shall be signed by an authorized company representative, dated and returned with submittal.

**3.19 REPRESENTATION:**

The proposing firm represents to the County that:

- A. The proposing firm is properly certified and licensed; is solvent financially; is experienced in and competent to complete the Project.
- B. The proposing firm is familiar with all Federal, State, Local or other regulatory laws, ordinances and regulations, which in any manner whatsoever, may affect the Project.

## ***SECTION 4 – CONTENTS OF PROPOSAL***

This section contains instructions regarding the format of the RFP that are to be submitted.

**4.1 FORMS:**

It is MANDATORY that vendor's return all forms in this RFQ. A representative who is authorized to contractually bind the vendor shall sign the submittal.

It is MANDATORY that vendors return the Drug-Free Workplace Certification Form along with the Public Entity Crime Form.

**4.2 CONTACTS FOR AGREEMENT ADMINISTRATION:**

Proposers shall return the Contact for Agreement Administration Form. This shall be the company representative for the day-to-day activities of the agreement.

***SECTION 5 – TERMS AND CONDITIONS:***

**5.1 TERMINATION OF AGREEMENT:**

The County may terminate any contract entered into as a result of this RFQ at any time with or without causes, or with or without prior notice when it is in the best interest of the County.

**5.2 TERMS:**

The term of this agreement shall be determined at a later date.

***FIRMS WANTING TO VISIT THE 3<sup>RD</sup> FLOOR COURTROOM, CAN CONTACT DAVE SELL AT 850-892-8155 OR EMAIL AT [seldave@co.walton.fl.us](mailto:seldave@co.walton.fl.us)***

**Information Sheet  
For Transactions and Conveyances  
Corporate Identification**

The following information will be provided to the Walton County Legal Services for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government,

(Please circle one)

**Is this a Florida Corporation:**      Yes or No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

**What Kind of corporation is it: “For Profit” or “Not for Profit”**

**Is it in good standing:**      Yes or No

**Authorized to transact business**

**In Florida: Yes or No**

State of Florida Department of State of Certificate of Authority Document No: \_\_\_\_\_

**Does it use a registered fictitious name: Yes or No**

**Name of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

**Federal Identification Number:** \_\_\_\_\_

(For all instruments to be recorded, taxpayer’s identification is needed)

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, the President or Vice-President shall sign Agreement. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed agreement to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

**CONTACT FOR AGREEMENT ADMINISTRATION**

Designate one person authorized to conduct agreement administration.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY  
NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE  
NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**PUBLIC ENTITY CRIMES**

**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:

**This sworn statement is submitted to The Board of County Commissioners,**

**Walton County, Florida by \_\_\_\_\_  
(print individual's name and title)**

**for \_\_\_\_\_  
(print name of entity submitting sworn statement)**

**Whose business address is \_\_\_\_\_**

\_\_\_\_\_

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

\_\_\_\_\_ **; (if the entity has no FEIN, include the Social Security Number**

**of individual signing this sworn statement: \_\_\_\_\_).**

**I understand that a “public entity crime” as defined in Paragraph 287.133(l ((g), Florida Statutes, means a violation of any state or Federal law by a person with respect to an 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 agreement for good 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.**

**I understand that “convicted” or “conviction” as defined in Paragraph 287.133(l)(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 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.

I understand that an “affiliate” as defined in Paragraph 287.133(l)(a) Florida Statutes, means:

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

I understand that “person” as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or have the United States with the legal power to enter into 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.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members,



or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration 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 ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

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

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

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Personally known to me\_\_\_, or produced the following identification as proof of identity.\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

\_\_\_\_\_  
Printed Notary Name

Commission Expires:\_\_\_\_\_

**DRUG FREE WORKPLACE CERTIFICATION**  
**(This form must be completed and attached to proposal)**

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place 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 work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing 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 of contractual services that are under bid a copy of the statement specified in paragraph #1.**
- 4. In the statement specified in paragraph #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 pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.**

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Federal I.D. Number or SSN

\_\_\_\_\_  
Printed Name