

**REVISED**  
**BOARD OF COUNTY COMMISSIONERS,**  
**WALTON COUNTY, FLORIDA**  
**REQUEST FOR QUALIFICATIONS**  
**FOR**  
**ENGINEERING DESIGN AND CEI SERVICES FOR**  
**CONSTRUCTION OF WATER AND SEWER SERVICES ON US 331**  
**FROM I-10 SOUTHWARD FOR APPROXIMATELY FOUR (4) MILES**

RFQ No: 019-048

The Board of County Commissioners, herein referred to as the "COUNTY", is seeking statements of qualifications from Engineering Firms, herein referred to as the "ENGINEER", to provide survey, geotechnical, facilities planning, design and permitting services and construction evaluation and inspection services for Water and Sewer Services along US 331 from I-10 southward for approximately four (4) miles.

RFQ DEADLINE: October 24, 2019 no later than 3:00 PM 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. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE RFQ IS RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL RFQ WILL BE ACCEPTED.

**OUR AREA IS NOT A DESIGNATED OVERNIGHT FED EX DELIVERY. OUR OFFICE IS CLOSED ON FRIDAY. BIDDER IS RESPONSIBLE FOR THE DELIVERY OF ITS SUBMITTAL.**

To be considered, Firm/Team must submit an original and six (6) copies of Statement of Qualifications in a sealed envelope or package, clearly marked with the Firm/Team's or individual's name and address, and the words "**ENGINEERING DESIGN AND CEI SERVICES FOR CONSTRUCTION OF WATER AND SEWER SERVICES ON US 331 FROM I-10 SOUTHWARD FOR APPROXIMATELY FOUR (4) MILES**" addressed to:

Office of Central Purchasing  
176 Montgomery Circle  
DeFuniak Springs, Florida 32435  
850-892-8176

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## ***SECTION I – INTRODUCTION***

### **1.1 Purpose:**

The Board of County Commissioners, herein referred to as the "COUNTY", is seeking statements of qualifications from Engineering Firms, herein referred to as the "ENGINEER", to provide survey, geotechnical, facilities planning, design and permitting services and construction, evaluation and inspection services for Water and Sewer Services along US 331 from I-10 southward for approximately four (4) miles.

## ***SECTION 2 - SCOPE OF WORK***

### **Services anticipated under this contract:**

#### **2.1 Concept Plan Approval:**

The ENGINEER shall work closely with County staff to develop and create plans for a new Water and Sewer system along US 331.

#### **2.2 Surveying:**

Surveying necessary to accomplish proposed scope of work.

#### **2.3 Geotechnical:**

Geotechnical investigations necessary to accomplish proposed scope of work.

#### **2.4 Preliminary Engineering:**

The ENGINEER will provide preliminary design drawings (30% design drawings) to the County for review and approval prior to proceeding forward with 100% design drawings.

The following Draft Permit Documents (if necessary) should be anticipated during Preliminary Engineering:

- Site Facilities Plan
- 30% Design Drawings and Specifications for Water and Sewer services along US 331 to connect to DeFuniak Springs water and sewer system on I-10
- FDEP Water and Sewer Permit
- Any other applicable permits not specifically addressed above to accomplish complete scope of work.

**2.5 Engineering Design and Permitting:**

The ENGINEER shall provide at a minimum the following information:

- Construction Documents – The ENGINEER shall prepare construction plans, technical specifications and opinions of probable construction costs for the proposed project.
- The ENGINEER shall provide plans for the COUNTY to review and comment on at 30% and 90% design stages.
- Following permitting, the ENGINEER shall provide 100% construction plans and specifications.

**2.6 CEI Services:**

ENGINEER shall provide to the COUNTY Construction Engineer Services and Inspection. It shall be the responsibility of the Engineer to work with the COUNTY to administer, monitor and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the Construction Contract.

The Engineer shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the COUNTY, and direct the Contractor to correct such observed discrepancies.

**2.7 Construction and Bid Services:**

The ENGINEER shall provide the COUNTY construction plans and technical specifications for the proposed project.

The construction documents will include plans and details to assist with bid services to assure successful completion of fully functioning water and sewer service along four (4) miles of US 331.

**2.8 Qualifications:**

Firm must provide a summary of its qualifications to perform the duties outlined in the RFQ. Firm must provide the following:

- Cover letter including company name, address, phone number and email.
- Documentation of minimum of three (3) years during which the firm has performed design and CEI services for this type of work.
- Minimum of at least three (3) references
- Resumes of key personnel who will be working on the project (Organization staffing)
- Explain in detail your firm's expertise in similar projects such as water and sewer design, permitting and CEI
- Proof of license/certifications

- Availability of workload & willingness to meet time requirement

**2.9 Format Guidelines:**

Each Statement of Qualification should be prepared simply and economically, providing straightforward, concise delineations 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 is on completeness and clarity of content. In order to expedite the evaluation of the Statement of Qualifications, it is essential that firms follow the format and instructions herein. Submittals shall be divided into sections with tab dividers for each qualification listed above.

***SECTION 3 PROCUREMENT RULES AND INFORMATION:***

**3.1 Contact Person:**

Glyndol Johnson or Kim Jones, Purchasing Assistant  
Purchasing Agent  
176 Montgomery Circle  
DeFuniak Springs, Fl 32435  
850-892-8176  
email: johglyndol@co.walton.fl.us

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 October 9, 2019.** Questions submitted after that date and time will not be answered. The Purchasing agent and County Engineer will review and answer. 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 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.

***FIRMS CONTACTING ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON OTHER THAN PURCHASING STAFF, MAYBE DISQUALIFIED FROM SUBMITTING***

**3.2 Calendar of Events:**

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the COUNTY finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in DeFuniak Springs, Florida.

<u>DATE/TIME</u>	<u>ACTION</u>
10/24/19 no later than 3:30PM	Close date
10/9/19 no later than 12:00Noon	Q&A due
November	Review

**3.3 RFQ Opening:**

Statement of Qualifications is due at time and date specified in the paragraph entitled “Calendar of Events”. The name of all firms submitting their qualifications shall be posted in the RFQ package at the Office of Central Purchasing. Statements received late, shall be not considered.

**3.4 Disposals of RFQ:**

All RFQ’s become the property of the COUNTY and will be a matter of record.

**3.5 Rules for Withdrawal:**

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

Any submitted Statement shall remain open and subject to acceptance for a period of sixty (60) calendar days after the date of the opening, but the COUNTY at its sole discretion may release any RFQ.

**3.6 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.

**3.7 Verbal Instructions:**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any COUNTY employee. Only those communications from firms, which are signed, and in writing will be recognized by the COUNTY as duly, authorized expressions on behalf of the firm. *Any and all communication with COUNTY Commissioners or COUNTY staff other than the Office of Central Purchasing is prohibited during the time of the RFQ advertising.*

**3.8 Indemnification:**

Firm 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 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 any subcontractor or supplier of Firm, 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 shall not be required to indemnify the COUNTY for the COUNTY's own negligence.

**3.9 Notices:**

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

**3.10 Public Entity Crimes:**

The firm 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 a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Engineer, supplier, or subcontractor,



under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

**3.11 Drug Free Workplace:**

The firm must complete the COUNTY's Drug Free Workplace Certification form, attached and made a part of the RFQ. 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.

**3.12 Insurance Requirements:**

ENGINEER shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, works compensation, professional liability, including errors and omissions coverage if applicable, and other insurance as appropriate for the services being performed hereunder by ENGINEER, 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 endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
  - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
  - 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 the 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 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 the 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 of VENDOR shall be endorsed to include as additional insured the COUNTY, its officers, employees, and agents, except for Worker's Compensation. 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.

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.

The Insurance Company(ies) shall be authorized to conduct business in the State.

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.

### **3.13 Protest:**

Any person or entity whose Statement of Qualification is rejected, in whole or in part, or who submits a Statement of Qualification but is not awarded the contract, 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 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 \$5,000.00.

**3.14 Black out 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.

**3.15 Cost of Preparing RFO**

The COUNTY is not liable for any costs incurred by a firm in responding to this RFQ.

**3.16 Public Access**

A. 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 Engineer of the request, and the Engineer must provide the records to the County or allow the records to be inspected or copied within a reasonable time (§119.0701(3)). If Engineer fails to provide the public records within a reasonable time, Engineer may be subject to penalties under §119.10, F.S.

B. Engineer shall comply with the requirements of Florida's Public Records law In accordance with Section 119.0701, Florida Statutes, the Engineer 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 Engineer 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 Engineer or keep and maintain public records required by the public agency to perform the service. If the Engineer transfers all public records to the public agency upon completion of the contract, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of this contract, the Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, ENGINEER 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](mailto:roogenara@co.walton.fl.us)

**3.17 Federal Funding:**

County is a pass-through entry entity for RESTORE and other Federal funds. As such, Firm selected for award of this contract shall be subject to the Davis-Bacon Act, as amended (40 USC 3141-3148), Copeland “Anti-Kickback” Act (40 USC 3145), Contract Work Hours and Safety Standards (40 USC 3701 – 3708), Clean Air Act (42 USC 7401 – 7671q.), Federal Water Pollution Control Act (33 USC 1251 – 1387), Debarment & Suspension (Executive Orders 12549 and 126689), Byrd Anti-Lobbying Amendment (31 USC 1352) Non-Discrimination Requirements (42 USC 2000d, 42 USC 6101, 42 USC 12101,m 20 USC 1681, 29 USC 794) and Rights to Inventions Made Under Contract or Agreement (37 CFR Part 401)

***SECTION 4 – CONTENTS OF RFQ***

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

**4.1 Forms:**

It is MANDATORY that vendor’s return the Request for Qualification cover sheet with their submittal. A representative who is authorized to contractually bind the vendor shall sign the attached forms.

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

**4.2 Contact for Contract Administration:**

Firms shall return the Contact for Contract Administration Form. This shall be the company representative for the day-to-day activities of the contract.

***SECTION 5 – EVALUATION OF STATEMENTS:***

**5.1 Evaluation Criteria:**

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firm will be presented to the Walton County Board of County Commissioners for approval and authorization to negotiate with top ranked firms. Ranking and selection will be based on the following categories.

<u>Criteria</u>	<u>Weighted Score</u>
<i>Firm’s approach to the project-</i> describe in detail how your firm will oversee this project	30
<i>Experience</i> – describe in detail your firms expertise in similar projects or solid waste disposal facility	20

<b><i>Recent, current, and projected workload of firm</i></b> – list all projects your firms is handling now and in the future	10
<b><i>References</i></b> - list a minimum of three references for this type of similar projects	10
<b><i>Availability of workload &amp; willingness to meet time requirements</i></b> – demonstrate experience in other projects of similar SOW and complexity. List each project including client name, phone number/email address and brief description of project.	15
<b><i>Organization &amp; Staffing</i></b> – identify the roles and responsibilities of the proposed personnel. Identify subconsultants that may be used for the project. Include resumes for each team member involved with the project.	15

Firms/team’s may be short listed by the COUNTY’s review team.

## ***SECTION 6 – TERMS AND CONDITIONS:***

### **6.1 Termination of Contract:**

The COUNTY may terminate any Agreement entered into as a result of this RFQ at any time with or without cause, or with or without prior notice.

### **6.2 Term of Contract:**

The term of this contract shall be for six (6) years beginning on the date of its complete execution with an option to renew for two (1) additional year at the sole discretion of the County, unless earlier terminated by the Board of the County Commissioners.

**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 of 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 Contract. 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 contract 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 CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

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(1)(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 contract 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 an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.**

**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 of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.**

**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 statement)**

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

## UNAUTHORIZED ALIENS

In as much as the employment of unauthorized aliens is prohibited by §448.09, Florida Statutes, the County prohibits contracting with firms that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the County. Additionally such firms may not knowingly contract with sub-contractors who utilize the services of unauthorized aliens.

By signing below the bidder/proposer swears or affirms that:

His/her company does not knowingly utilize the services of unauthorized aliens in the performance of contracts. The company agrees that the County may conduct random checks of personnel records as they pertain to this issue. Violation of this requirement may result in immediate termination of the contract. Additionally violation of this requirement may result in the company being prohibited from submitting bids/proposals for County contracts for a period of five years. (See Procedure PP-022, Walton County Purchasing Policies and Procedures Manual.)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA;  
COUNTY OF \_\_\_\_\_;

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires \_\_\_\_\_

- Personally known
  - Produced Identification
- Type of Identification: \_\_\_\_\_