



# **RFQ-006-2009 DESIGN BUILD SERVICES LOQUAT BRIDGE IMPROVEMENTS**

Date of Public Opening:  
January 27, 2009 @ 4:00 P.M.  
City Hall  
Council Chambers  
205 North Marion Avenue  
Lake City, FL 32055

**All responses must be date and time stamped in the City Purchasing & Contracting Department by 4:00 P.M. on January 27, 2009 to be considered responsive.**

## REQUEST FOR QUALIFICATIONS

**City of Lake City  
Design Build Services– Loquat Bridge Improvements  
RFQ-006-2009**

The City of Lake City is soliciting statements of qualifications and letters of interest from firms to provide Design Build Services for Loquat Bridge improvements.

Florida Statute 287.055, “Consultants Competitive Negotiation Act” will be followed to secure any consulting engineering firm(s) choosing to respond.

The City intends to award one contract to the most highly qualified firm to provide a design build contract for improvements to Loquat Bridge located on U.S. 441 South and Loquat Way. The contract will be for the duration of this project.

Sealed responses will be received by the City’s Purchasing & Contracting Department in the City of Lake City, City Hall, 205 N Marion Avenue, Lake City, Florida 32055, **until January 27, 2009 at 4:00 P.M.** The same day, at 4:15 PM (EST) all submitting firms will be announced in the Council Chambers, 2<sup>nd</sup> floor City Hall. One (1) original and (6) copies of the request for statement of qualifications must be submitted.

**Submittals received after the scheduled due date and time for receipt will not be accepted for any reason and will remain unopened.** Proposers are solely responsible for the delivery of their submittal to the above location by the time and date specified.

The City of Lake City reserves the right to accept or reject any or all proposals, in part or total and to waive any minor informalities, as deemed in the best interest of the City. No faxed or telecommunicated proposals will be accepted. It is the sole responsibility of the respondent to see that the company's proposal is in the hands of the Purchasing & Contracting Department, stamped and dated by personnel in the above office before the due date and time indicated herein. The City is not responsible for responses lost or delivered to the wrong location. Solicitation documents may be obtained at the Purchasing & Contracting Department in City Hall, 205 N Marion Avenue, Lake City, FL 32055, our website [www.lcfla.com/purchasing.htm](http://www.lcfla.com/purchasing.htm) or at [www.demandstar.com](http://www.demandstar.com).

There will be **no communication**, written or verbal, with any City employee, Elected Official, Board Member, or City representative during the course of this solicitation other than through the Purchasing & Contracting Department. Failure to have all information as requested shall cause the response to be rejected. Any and all addenda are to be signed and returned with the original response to be considered responsive.

It will be the sole responsibility of the offeror to contact the Purchasing & Contracting Department prior to submitting proposals to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.

An evaluation committee shall select, in order of preference and based on the criteria established, a short list of at least three firms deemed to be the most qualified to provide the services required. The selection of the short list must be based on demonstrated competence and qualifications only. Fees, price man-hours or any other cost information may not be considered in the selection of the short list. After a short list is selected, interviews of the top selected firms will be conducted and then negotiations may commence for a contract with the highest rated firm for the required services. The negotiations shall include consideration of compensation and other contract terms and conditions the City determines to be fair and reasonable. In making this determination, the City shall take into account the estimated value, the scope, complexity and nature of the required services. If a satisfactory contract cannot be negotiated with the highest rated firm at a price or on other contract terms, negotiations shall be formally terminated. Negotiations would then be started with the next highest rated firm, in sequence, until an agreement is reached or a determination is made to reject.

The authorized person signing the RFQ shall initial erasures, interlineations or other modifications in the RFQ in original ink. It is the responsibility of all Proposers to examine the entire set of RFQ documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a RFQ.

Questions received less than forty-eight (48) business hours before the RFQ opening shall not be answered. Business hours are defined as 8:00 A.M. through 5:00 P.M. Monday through Friday, excluding City approved holidays. Any interpretation or correction of the proposed documents will be made only by addendum. The City of Lake City is not responsible for any other explanations or interpretations of the documents.

Pursuant to Florida and local laws, contractors, architects and engineers for the City shall be properly licensed.

RFQs will be evaluated based on qualifications, demonstrated experience and other factors listed in the evaluation criteria

All proposers shall complete the attached forms. Failure to do so shall result in rejection of the RFQ.

The City of Lake City, Florida is exempt from State Sales Taxes.

**ALL PROPOSALS MUST BE MARKED ON THE OUTSIDE OF THE ENVELOPE WITH THE PROPOSAL NAME & NUMBER, THE TIME AND DATE OF THE PROPOSAL OPENING.**

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Scott Reynolds, City Manager

Posted on DemandStar, December 29, 2008

Advertised in Lake City Reporter January 2, 2009

<http://www.lcfla.com/purchasing.htm>

Lake City Community College – Comcast cable channel # 6 January 8, 2009

## TABLE OF CONTENTS

For ease of use only, this RFQ is divided into the following sections:

- I. Scope of Services**
- II. Statement of Qualifications Requirements**
- III. Evaluation and Selection Process**
- IV. Terms and Conditions**

### **I. SCOPE OF SERVICES**

The City of Lake City invites interested Design/Build Teams to submit a written Statement of Qualifications (SOQ) to perform design/build services for improvements to the Loquat Bridge located on U.S. 441 South and Loquat Way.

To be eligible for consideration, Design/Build Teams must demonstrate relevant experience to the proposed design/build project.

Specifically included in this design/build will be the following:

- New construction
- Foundation construction
- Site development and construction
- Included shall be professional fees, reimbursable expenses, including and not necessarily limited to architects, engineers, specialty consultants, cost estimator, contractors' management fees and travel.
- All required permits from local, federal, state and city.
- Construction inspection and quality assurance testing allowances.
- Reproduction costs for documents used for reviews by the city.
- Proposals will be evaluated by an appointed city committee.

#### Project schedule

The final project completion date is expected to be not later than October 11, 2009.

### The use of a Design/Build process

This project will employ the design/build project delivery process to encourage a creative problem solving approach through the interactive efforts of an experienced, highly motivated Design/Build Team. The design/build process should foster a cooperative owner-designer-contractor effort to identify potential value enhancement concepts throughout the design and construction process.

The City's primary objective in utilizing the design/build approach for this project is to bring the best available design and construction experience and expertise together to work with the City, as a team, to successfully meet the challenges presented by this project.

The City desires to select a cooperative, highly functional Design/Build Team to provide a "turn-key" project that fully meets the City's needs. The design/build approach is intended to allow designers, contractors and owner to work together to address each of these challenges concurrently, to produce an effective, comprehensive design and construction process that meets all of these needs.

## **II. STATEMENT OF QUALIFICATIONS REQUIREMENTS**

Responses to this RFQ must be in the form of a Statement of Qualifications (SOQ), as outlined in this RFQ. Submittals must be clear and concise, organized as indicated in the outline, and with all identified sections included. If in the judgment of the City any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

Interested Design/Build Teams are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals, project objectives, and other criteria as listed. All information must be provided as requested for all Design/Build Team members and their key personnel to be assigned to this project.

Wherever the word "Proposer" is used in the RFQ, it shall mean each or any of the individuals, firms, partnerships, corporations, or teams, submitting a prime proposal for performance of the design/build services being sought by the City for this project.

### Format of submittals

An SOQ submitted in response to this RFQ should be printed on one-sided 8-1/2" x 11" pages. Combinations of text and graphic material may be used at the Proposer's discretion. Proposers are encouraged to employ methods they consider appropriate in communicating facts and qualifications specific and relevant to this project

Submittals are to be limited to twenty pages of written material.

#### Interpretation of RFQ documents before submittal

Proposers who desire clarifications of Project, competition or submittal requirements may submit written questions to the Purchasing & Contracting Department. Design/Build Teams may submit written questions for clarification of project, competition, or submittal requirements. Responses to questions will be issued to all known RFQ holders in the form of Addenda. Questions must be received no later than two days prior to the scheduled submittal date and time. The following procedures apply:

The Proposer submitting the request shall be responsible for its prompt delivery.

#### Outline of statements of qualifications

Proposers shall use the following SOQ outline to describe the proposed Design/Build Team which will provide comprehensive services for the planning, design, engineering, construction, start-up, and commissioning of the project. The composition of this Team will not be changed without presentation of sufficient cause and subsequent written approval by the City.

The SOQ shall be concise and self-contained; shall clearly and accurately display the capability, knowledge, experience and capacity of the Proposer to meet the requirements of this RFQ; and must address the following specific criteria in the order and format indicated.

#### *(Include all of the following)*

Transmittal letter:

- Provide a transmittal letter identifying the prime Proposer and introducing the proposed Design/Build Team members.
- Briefly summarize the Team's background and any distinguishing qualities or capabilities that uniquely qualify the Team for this project.
- This letter is to be signed by the individual to be regarded as the team leader with authority to bind the team contractually.

Table of contents:

- The Table of Contents shall list all SOQ sections as listed below.  
*(Please tab the following SOQ sections as indicated below)*

### Design/Build Team organization

Provide a diagram of the proposed Team structure, clearly describing who the prime responsible firms and individuals are, as well as the roles and responsible individuals of the proposed sub-consultants and sub-contractors.

Provide a summary of all Design/Build Team Members, including names, addresses, phone numbers and roles and responsibilities within the Team:

- The name of the prime Proposer
- The design team leader
- Engineering, sub-consultants (including structural, mechanical, and electrical)
- Specialty sub-consultants
- The constructor
- Major sub-contractors considered by the Proposer to be a critical element of the overall team. The prime Proposer shall include appropriate license number, insurance firm and amount of coverage and bonding company information.

### Team qualifications and experience

Demonstrate special expertise, qualifications, and experience, via similar projects completed by the Proposer and Team members. This experience must include the State of Florida and projects relevant to construction with characteristics substantially similar to the proposed project, including:

Proposers are required to pre-qualify in all work types required for the project. The technical qualification requirements of Florida Administrative Code Chapter 14-75 and all qualification requirements of Florida Administrative Code Chapter 14-22, based on the applicable category of the project, must be satisfied.

### Design and construction

List and describe in detail at least five (5) completed and occupied projects which establish the prime Proposer's and Team members' experience with projects relevant to this one. Include construction costs and completion dates. The Proposer may list additional comparable projects which establish the Proposer's and Team members' experience with one or more of the listed characteristics. Include names and phone numbers of client contacts for all projects listed.



### Specific Design/Build qualifications and experience

Demonstrate expertise, qualifications and experience of Proposer and Team members in design/build projects with similar scope and characteristics. List and describe the most recent design/build projects completed, and the roles of each of the Team members.

Indicate any specific experience these Team members and individuals have working together as a team to successfully complete projects of this type.

Describe in detail the Team's philosophy and approach to delivering a project with the design/build method. Describe the steps taken throughout the design and construction process, and how they benefit the project.

### Key individual qualifications and experience

List the individuals to be assigned to the project together with their job descriptions, qualifications and experience. Specifically describe the role each person will play in this project, and the percentage of their time which will be dedicated to this project. This list must include the following roles:

- For the Design Team Leader; the Project Manager who will be in responsible day-to-day charge of the project for its entire duration.
- For the Architect (if other than the design team leader); the Project Manager who will be in responsible day-to-day charge of the project for its entire duration, the Project Architect, and the Construction Administrator
- For each listed design Consultant; the Project Manager who will be responsible for the day-to-day charge of the project for its entire duration, and the Construction Administrator
- For the Constructor; the Project Managers who will be in responsible day-to-day charge of the project for its entire duration.
- For each listed sub-contractor; the office Project Managers who will be responsible for the day-to-day charge of the project for its entire duration. Indicate the specific role each has played in relevant or comparable projects, of which the Proposer has identified in the SOQ.

### Budget and schedule compliance experience

Demonstrate the ability of the prime Proposer and each of the other listed Team members to complete projects within established budgets. Identify the originally established design/build budgets, and the final actual cost, for each of the relevant projects which the Proposer has identified in the SOQ.

The Proposer may list additional comparable projects which establish the Proposer's and the Team's budget management experience.

Demonstrate the ability of the prime Proposer and each of the other listed Team members to complete projects within established schedules. Identify the originally established design/build schedule, and the final actual schedule, for each of the relevant projects which the Proposer has identified in the SOQ.

The Proposer may list additional comparable projects which establish the Proposer's and the Team's schedule management experience.

Identify the names and telephone numbers of client user groups and/or facilities management contacts with personal knowledge of the projects which the Proposer has identified in the SOQ as examples of schedule compliance experience.

### Ability and capacity of the team to service the project

The City does not require a Proposer to have or establish an office in Lake City, Florida. However, the City expects the successful Proposer and all members of the Design/Build Team, to make a significant commitment to servicing the project, regardless of their geographic proximity.

Describe specifically the procedures the prime Proposer and each of the other listed Team members will employ to ensure that the project and the City are thoroughly supported from the earliest planning stages through the completion of the warranty period. Include examples of how these procedures have been successfully employed on previous similar projects, and the names and telephone numbers of client user group and facilities project management contacts with first-hand personal knowledge of the success of those previous efforts.

Describe the current workload and availability of adequate staff to handle the project, for the prime Proposer and each of the other listed Team members. Include project schedules and staffing for current and pending projects, as well as the anticipated impact of this project on those schedules and staffing plans.

Design consultants must be sufficiently covered by Professional Liability Insurance and contractors must be fully bonded and insured.

Provide information regarding the financial capability of the Design/Build Team to successfully undertake projects of this type. Include statements from bonding agencies, insurance carriers, audited annual financial statements, and/or other information confirming the current financial condition of the Proposer, including a properly certified statement by the appropriate office attesting to the accuracy and credibility of all financial information submitted.

Demonstrated experience with local area conditions and construction

Describe the design and construction experience of your team (including at the subcontractor and sub-consultant level) that will give your team the ability to be aware of and respond knowledgeably to site specific issues and building requirements.

Client references

Identify the names and telephone numbers of client user group and facilities project management contacts with first-hand personal knowledge of the success or failure of each of the projects which the Proposer has identified in the SOQ. Include a brief description of each contact's specific role in the referenced project.

The Proposer may list additional client reference contacts for comparable projects which establish the Proposer's and the Team's qualifications and experience.

Other information

The Proposer may include in this section other information it considers appropriate and relevant for this SOQ.

**III. EVALUATION AND SELECTION PROCESS**

The initial activity will involve an evaluation and ranking of Teams' qualifications and experience with similar projects. It is intended that a short-list of at least three Teams will be invited to proceed into succeeding activities, which will include interviews of each short-listed team. Following interviews, negotiations will commence with the highest ranked team as determined by the selection committee.

Evaluation: To qualify for evaluation, the SOQ must have been submitted on time and materially satisfy all mandatory requirements identified in this document. The City reserves the right to evaluate and award a contract to the Proposer who best fits the needs of the City.

Selection process overview

The City will use a qualifications-based process to meet the objective of assembling the most qualified Team. SOQ submittals that are responsive to the requirements of this RFQ will be evaluated by the Selection Committee on the basis of the following qualifications evaluation criteria.

Points will be awarded for each criteria item as noted:

• Team and key individual qualifications and experience	20 points
• Demonstrated experience with local conditions and techniques	20 points
• Experience and references from similar projects	20 points
• Capacity of team to service the project	10 points
• Completeness of proposal	20 points
• Budget and schedule compliance experience	<u>10 points</u>
Total	100 points

Bonus points:

• Certified minority or women owned business	5 points
• Local owned firms	5 points

Possible points available - 110

Following the interviews, the City will proceed to negotiate a contract with the highest ranked Team. If the City is unable to negotiate a satisfactory contract with the highest ranked Team, with terms and conditions the City determines to be fair and reasonable, negotiations with that Team will be formally terminated. The City will then undertake negotiations with the next most qualified Team in sequence, until an agreement is reached or a determination is made to reject all SOQs.

**IV. TERMS AND CONDITIONS**

The following terms and conditions are an explicit part of the Request for Qualifications, and any resultant contract. Any exceptions thereto must be specific and in writing.

- Purpose: The purpose of the RFQ is to enter into a contract with a qualified design firm to provide Design/Build Services for the Loquat bridge project.
- Pricing: It is the City's intent to enter in to a design-build contract that shall include separate fees for design services prior to the Guaranteed Maximum Price (GMP) contract for construction. Fees will be negotiated with the highest ranked team.

- Integrity of SOQ: By submitting an SOQ, the Prime Proposer affirms:

That he has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal;

The submission of the proposal did not involve collusion or other anti-competitive practices; and

Team members shall not discriminate against any employee, or application for employment in violation of Federal and State laws.

- Protest: Any interested party may protest a solicitation issued by the City, or the proposed award, or the award of a City contract. A protest must be filed in writing with the City and contain the following information:

The name, address and telephone number of the protester;

The signature of the protester or the protester's representative;

Identification of the solicitation or contract number;

A detailed statement of the legal and factual grounds of the protest including copies of relevant document; and

The form of relief requested.

Protests based upon the alleged improprieties in a solicitation that are apparent before the closing time and date for receipt of initial SOQ shall be filed before the time and date for receipt of initial SOQ. Protests concerning improprieties that do not exist in the initial solicitation but that are subsequently incorporated into the solicitation shall be filed by the next closing date for receipt of SOQs following the incorporation. A protest of a proposed award or of an award must be filed within ten (10) days after the protester knows or should have known the basis of the protest.

- Confidential Information: If a person believes that any or part of a SOQ, offer, specification or protest should be withheld from public inspection, a statement advising the City of this fact shall accompany the submission and the information shall be so identified wherever it appears. The City shall review the statement and information and shall determine whether the information shall be withheld. If the City determines to disclose the information, it shall inform the Proposer in writing of such determination.
- Gratuities: The City, by written notice, may terminate any contract issued related to this RFQ if it is found by the City that gratuities, in the form of entertainment, gifts or

otherwise, were offered or given by the contractor or any agent or representative of the contractor, to any officer or employee of the City with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event the contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the contractor the amount of the gratuity.

- **Conflict of Interest:** Any contract issued related to this RFQ is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or as a consultant to any other party of the contract with respect to the subject matter of the contract.
- **Agency Contact:** The contact person who will work with the successful Proposer, furnish information, answer questions, direct contractor efforts, provide guidance, etc., is Dave Clanton, Executive Director of Utilities.
- **Subcontracts:** No subcontract shall be made by the Prime Proposer with any other party for furnishing any of the services herein contracted for without the advance written approval of the City. All subcontracts shall comply with City, Federal and State law and regulations which are applicable to the services covered by the subcontract and shall include all terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. Prime Proposer is responsible for contract performance whether or not subcontractors are used.

When authorized to subcontract for services, the Prime Proposer agrees to utilize written subcontracts and to submit a copy of each to the City within thirty (30) days of the effective date of the subcontract.

- **Assignment:** No right or interest in this contract shall be assigned by the Prime Proposer, and no delegation of any duty of the Prime Proposer shall be made, without the prior written consent of the City. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- **Licenses:** Prime Proposer shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Prime Proposer.
- **Indemnification:** To the fullest extent permitted by law, the Prime Proposer shall defend, indemnify and hold harmless the City and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs and the cost of appellate proceedings, arising out of or in any way related to, in whole or in part, by reason of any act, omission, professional error, fault, mistake or negligence of the Prime Proposer, its employees, agents representative, consultants or subcontractors, or their employees, agents, or representatives in connection with or

incidental to the performance of this contract. Provided that such Prime Proposer's duty to defend, indemnify and hold harmless the City shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by any negligent act or omission of the Prime Proposer, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder, including the City. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of the Prime Proposer, its sub-consultants or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Prime Proposer or its sub-consultants or subcontractors under workers' compensation acts, disability benefit acts or employee benefit acts.

- Force Majeure: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by exercise of reasonable diligence, said party is unable to prevent.
- Choice of Law: This process shall be governed by the laws of the State of Florida and lawsuits pertaining to the contract may be brought only in the courts in the State of Florida
- Compliance of Laws: The final contract must be in compliance with all Federal and State laws and regulations and is subject to termination by the City.
- Severability: The provisions of this RFQ are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application which may remain in effect without the invalid provision or application.
- Registration and Insurance: All architectural and engineering services to be provided by a Design/Build Team must be provided in accordance with the professional registration requirements of the State of Florida. Contractors listed must meet State licensing requirements. Architects and engineers will be required to carry professional liability insurance and contractors and subcontractors must have full bonding and insurance for the project.
- Cost of Proposal Preparation: Any cost incurred by the Proposer in preparation, transmittal, or presentation of any information or material submitted in response to the RFQ, shall be borne solely by the Proposer.

- Return of Submittals: Any documents submitted in response to the RFQ become the property of the City, and will not be returned.
- Disqualification: The offer of a Proposer who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

Schedule of events

Following is the sequence of events and anticipated schedule for this design/build competition process:

- Issue RFQ January 2, 2009
- Due date for RFQ responses January 27, 2009
- Interviews February 10, 2009
- Negotiations commence February 12, 2009
- Contract Award March 16, 2009





**DISPUTES DISCLOSURE FORM**

**Answer the following questions by placing an “X” after “YES” or “NO”. If you answer “YES”, please explain in the space provided, or via attachment.**

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Lake City, RFQ-006-2009 Design Build Services – Loquat Bridge Improvements.

\_\_\_\_\_  
Firm Date

\_\_\_\_\_  
Authorized Signature and Title Printed or Typed Name and Title

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, \_\_\_\_\_(print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

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

\_\_\_\_\_  
Date Signed

State of Florida

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_.

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify type of identification)

\_\_\_\_\_  
Signature of Notary

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

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**

**RFQ-006-2009/dg**

**Design Build Services – Loquat Bridge Improvements**

**Page 19 of 20**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)  
by \_\_\_\_\_  
(print individual's name and title)  
for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

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

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:  
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 person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (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 any 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, AND (Please indicate which additional statement applies.)

\_\_\_\_\_ 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Please attach a copy of the final order.)

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

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
Printed type or stamped commissioned name of notary public)

**THIS FORM MUST BE INCLUDED WITH PROPOSAL**