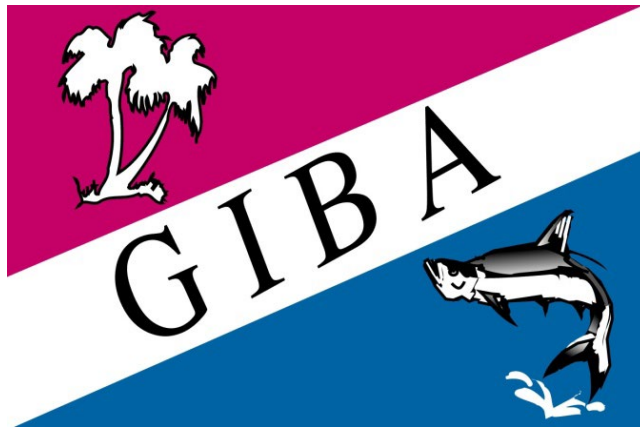


# REQUEST FOR QUALIFICATIONS

## ARCHITECTURAL/ENGINEERING SERVICES FOR WATER INTRUSION EVALUATION AND REPAIR OF GIBA'S ADMINISTRATIVE, MAINTENANCE, AND BRIDGE HOUSE BUILDINGS

RFQ #2023-01



P.O. Box 1918  
Boca Grande, Florida 33921  
[www.giba.us](http://www.giba.us)  
Kathy Banson, Executive Director

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## **INTRODUCTION**

The State of Florida Independent Special Tax District known as the Gasparilla Island Bridge Authority (“GIBA”) was created by Special Act 96-507 of the Florida Legislature to operate, maintain, and improve the safe and efficient flow of vehicle and vessel traffic to the Gasparilla Islands. The Boca Grande Swing Bridge, two fixed-span bridges and 2.5 miles of causeway are in southwest Charlotte County beginning at Intersection of CR 775 in Placida. It is the only land link from Charlotte County to the three barrier islands known as North Island, Cole Island and Gasparilla Island.

The mission of GIBA is to maintain safe and efficient traffic flow at all times through the toll booths, along the causeway, and the Intracoastal Waterway. To achieve this mission, GIBA strives to make fair and balanced decisions that impact a diverse group of stakeholders including residents, travelers, businesses, and employees.

The Legislation created an oversight Board of five (5) elected Supervisors and four (4) appointed Supervisors who meet quarterly to review and create policies, budgets, and revenue sources that positively affect the stakeholders designated by the Legislation.

The Legislation designated that GIBA could collect tolls to fund the operations, providing an Executive Director to manage all safe and efficient daily operations with a staff of service and maintenance personnel.

## **PURPOSE**

The GIBA buildings were water damaged as a result of Hurricane Ian. To mitigate the damage, interim repairs have been made. The purpose of this Request for Qualifications (“RFQ”) is to seek professional architectural/engineering services for a full water intrusion evaluation as well as repair recommendations for the administrative, maintenance, and bridge house buildings located at 6201 Boca Grande Causeway Placida, FL 33946.

## **SCOPE OF SERVICES**

### Objective

Provide water intrusion evaluations for the following buildings: administrative, maintenance, and bridge house, including individual cost proposals (for each building) by phase, to correct the identified items. Provide recommended waterproofing improvements to minimize future intrusion. Provide as an optional add-on, remodeling options (including pricing) to improve storage capabilities at the administrative building by enclosing deck areas. Provide post design services through completion of construction.

## **PROPOSAL CONTENTS**

- A. Letter of Transmittal: One page to summarize in a brief and concise manner, the Proposer’s positive commitment to perform the work in a professional and timely manner. The letter must be signed by an official authorized to make such commitments and legally enter into a contract with GIBA.

- B. Acknowledgment of Addenda/Proposal Submittal: Please complete the **Proposer Submittal Signature form**, Appendix A.
- C. Statement of Organization: Please complete the **Statement of Organization form**, Appendix B.
- D. Provide copies of licenses as follows:
- a. If Proposer is a corporation, provide a copy of the certificate from the Secretary of State verifying corporate status is in good standing.
  - b. Local business license
- E. Team Organization, Management and General Qualifications: Provide Organizational Chart. Multiple firm or joint venture teams should clearly identify the roles and responsibilities of the proposed participants. The principal within the firm responsible for the project, and the proposed project manager, should be identified including a statement presented that those people would not be substituted without the express permission of GIBA. Teams should demonstrate experience in previous similar projects.
- F. Individual Qualifications: Firms should specifically identify the lead designer on the project and his/her qualifications including a statement indicating that the designer will not be substituted without the express permission of GIBA. Provide resumes for the following personnel:
1. Project Manager
  2. Other Key Personnel
  3. Consultants
- G. Work Plan and Design Approach: Provide a summary of your firm's approach to the work associated with the requested services, demonstrate an understanding of the scope of services required, and approaches to be utilized in performing these services. An outline description of anticipated project tasks in sequence should be prepared. Firms should identify anticipated deliverables and a general schedule for the project.
1. What is your proposed design methodology?
  2. How the occupied buildings will or will not impact your design and implementation?
  3. Describe innovative approaches for forensic evaluation?
  4. What challenges do you anticipate and how do you propose to resolve them?
  5. What methods will you employ to ensure GIBA receives a quality project?
- H. Experience: Provide information indicative of experience in other projects of similar complexity. Describe your experience and capabilities in the following areas:
1. Cost analysis and control including value engineering.
  2. Water intrusion analysis
  3. Best commercial practices and guidelines
  4. Specialized Experience
- I. References: Please complete the **References/Client Listing form**, Appendix C.

- J. Price: The Proposer’s price should include information on the hourly billing rates of each consultant or other firm staff that is expected to work on this project, an estimate of hours to complete design, and estimate of hours to complete post design, and charges for expenses, if any, such as research, copies, etc.
- K. W-9: Submit a completed W-9 form.
- L. Drug Free Workplace: Please complete the **Drug Free Workplace form**, Appendix D.
- M. Public Entity Crime Information: Please complete the **Public Entity Crime Information form**, Appendix E.
- N. Non-Collusion: Please complete the **Non-Collusive Affidavit form**, Appendix F.

Any questions regarding this project or submittal shall be directed in writing to the GIBA Executive Director for a response. There shall not be any contact between a Proposer, agent or other representative, and any member of GIBA administrative staff and/or GIBA Board of Supervisors. If any Proposer, agent, or other representative contacts any GIBA administrative staff member or GIBA Board member regarding a request for qualifications or submitted proposal, the Proposer’s response will be disqualified.

Insurance Requirements

A. General Liability

Commercial General Liability including contractual liability, with limits of not less than:

- Each Occurrence                    \$1,000,000
- General Aggregate                \$2,000,000
  1. The policy shall be endorsed to include the following additional insured language:
 

“GIBA a political subdivision of the state of Florida and it officers, employees, agents, and volunteers” shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Proposer.
  2. The policy shall contain a waiver of subrogation against GIBA.

B. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL)    \$1,000,000
  1. The policy shall be endorsed to include the following additional insured language:
 

“GIBA a political subdivision of the state of Florida and it officers, employees, agents and volunteers” shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Proposer, including automobiles owned, leased, hired, or borrowed by the Proposer".
  2. The policy shall contain a waiver of subrogation against GIBA.

C. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 

Each Accident, bodily injury, or disease            \$1,000,000

1. The policy shall contain a waiver of subrogation against GIBA.

D. Liability (Errors and Omissions Liability) for Prime Contractors

- Each Claim \$1,000,000
  - Annual Aggregate \$2,000,000
1. If any professional liability insurance required by this Contract is written on a claims-made basis, Proposer warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of five (5) years beginning at the time work under this Contract is completed.
  2. The policy shall contain a waiver of subrogation against GIBA.

Additional Insured

All policies, except for the Workers Compensation and Liability, shall contain endorsements naming GIBA, its officers, employees, agents, and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein.

Waiver of Subrogation Rights

The Proposer shall require the carriers of required coverages to waive all rights of subrogation against GIBA, its officers, employees, agents, and volunteers. The Proposer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Proposer and Proposer's employees or agents from waiving the right of subrogation prior to a loss or claim. The Proposer hereby waives all rights of subrogation against GIBA.

Severability of Interests

The Proposer agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Proposer and GIBA, or between GIBA and any other insured or additional insured under the policy.

Proof of Coverage

Prior to the commencement of performance of services, the Proposer shall furnish to GIBA Certificates of Insurance and amendatory endorsements or copies of the applicable policy language affecting coverage required. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Proposer shall maintain such insurance from the time the Proposer commences performance of services until completion of such services. Within seven (7) calendar days of notice of award, the Proposer shall furnish a copy of the Declaration page and required endorsements for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, GIBA has the right, but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by

GIBA will be promptly reimbursed by the Proposer or GIBA payments to the Proposer will be reduced to pay for GIBA purchased insurance.

#### Insurance Review

Insurance requirements are subject to periodic review by GIBA. GIBA or its designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements when it determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of GIBA. In addition, if GIBA designee determines that heretofore, unreasonably, or unavailable types of insurance coverage or coverage limits become reasonably priced or available, GIBA designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the contract. The Proposer agrees to carry out any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on the part of GIBA to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of GIBA.

#### Questions or Clarifications

Any questions or requests for clarification must be submitted in written or e-mail form to GIBA. The GIBA Executive Director will post the response at [www.giba.us](http://www.giba.us) under the Press/Media tab. GIBA shall not be responsible for oral interpretations given by any GIBA employee, representative, or others. The issuance of the written addenda is the only official method whereby interpretation, clarification or additional information will be given. It shall be the responsibility of each Proposer, prior to submitting their proposal, to view all addenda on the GIBA website. Any question or request must include the RFQ number and title.

## **TERMS AND CONDITIONS**

#### Amendment

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The GIBA Executive Director or designee may agree to amendments that do not increase compensation to the Proposer. GIBA Board of Supervisors shall approve all increases in compensation under the Agreement.

#### Americans with Disabilities Act

The Board of Supervisors of GIBA does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of GIBA's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e., Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty-four (24) hours in advance of the activity.

### Applicable Laws

The Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida will apply to any resulting agreement.

### Assignment

The Proposer shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of GIBA's Board of Supervisors or designee, except that claims for the money due or to become due the Proposer/Consultant from GIBA under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from GIBA. Notice of such transfer or assignment due to bankruptcy shall be promptly given to GIBA.

### Claims

In the event of a claim, GIBA shall promptly notify the Proposer in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement.

GIBA shall provide all available information and assistance that the Proposer may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Contract may or may not be adequate to protect GIBA and such insurance coverage shall not be deemed a limitation on the Proposer's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses, and reasonable attorney fees through all proceedings (at both trial and appellate levels).

### Code of Ethics

With respect to this proposal, if any Proposer violates or is a party to a violation of the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for GIBA

### Conflicts of Interest – GIBA Officers, Employees or Board Members

The Florida Code of Ethics regulates the ability of GIBA to contract with its public officers (including board members), employees, and their immediate relatives. The proposer shall disclose any such potential conflicts on the provided Conflict of Interest Form. Proposers are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Proposer is in doubt as to their ability to contract with GIBA, they shall seek a conflict-of-interest opinion from the GIBA Executive Director or designated representative prior to submittal of a response. No Board Member or employee shall vote on, or participate in, a measure which would inure to the Board Member's special private gain, or the special private gain of a principal by whom the Board Member is retained, or the special private gain of relatives or business associates.



### Contact Prohibition

All prospective Proposers are hereby instructed NOT to contact any member of GIBA's Board, administrator, or staff member other than the GIBA Executive Director, regarding this solicitation package, or their submittal package, GIBA's Intent to Award, or GIBA's Intent to Reject (if applicable) at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

### Declaration of Exemption from Public Record

Pursuant to Florida Statute § 119.071 (1)(b)(2), all submittals are exempt from public record until such time as GIBA provides notice of an intended decision.

### Disclosure

Upon receipt, responses become "Public Records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.

### Equal Employment Opportunity

GIBA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age, or national origin in consideration for an award.

### Florida Public Records Law

In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Proposers should be aware that the Proposal and the responses thereto are in the public domain and are available for public inspection and copying. If the Proposer is asserting that certain information in its Proposal is confidential and/or proprietary and/or exempt from public disclosure, then the Proposer is required to do the following: (1) identify, with specificity, the information which the Proposer asserts is confidential and/or proprietary and/or exempt from public disclosure, (2) place such information (including any applicable electronic media on which such information is contained) in a sealed envelope that is separate from the Proposer's other Proposal documents, (3) clearly label the envelope that contains the confidential, proprietary and/or exempt information as follows: "EXEMPT FROM PUBLIC DISCLOSURE" with Proposer's name and number marked on the outside, and (4) specifically cite the applicable Florida Statute(s) that exempts such information from public disclosure - such citation must be placed on the sealed envelope and also on a separate document contained within the sealed envelope along with any relevant explanations. The envelope that contains the Proposer's confidential/proprietary/exempt information must be submitted with the other Proposal documents.

### Indemnity

The Consultant shall indemnify and hold harmless GIBA, its Board Members, officers and employees, from all liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer, or Proposer's officers, employees, agents, and other

persons employed or utilized by the Proposer in the performance of, or the failure to perform, the Agreement.

#### Non-Discrimination

GIBA does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Pursuant to Subsection 287.134(2)(a), F.S., “an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Proposer, supplier, sub-contractor, or Proposer under a contract with any public entity; and may not transact business with any public entity.”

#### Prior GIBA Work

If your firm has prior experience working with GIBA, DO NOT assume this prior work is known. All firms are evaluated solely on the information contained in their proposal, information obtained from references, or letters of interest when requested. Prior work done for GIBA may be used as a reference.

#### Proposal Expenses

All proposal preparation expenses are to be borne by the Proposer.

#### Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Proposer, supplier, sub-contractor, or Proposer 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### Reserved Rights

GIBA reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by GIBA, depending on available competition and timely needs of GIBA. GIBA reserves the right to award the contract to the responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of GIBA. GIBA shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, GIBA reserves the right to make such an investigation, as it deems necessary to determine the ability of any Proposer to perform the work or service requested. The Proposer shall provide all information GIBA deems necessary to make this determination. Such information may include but shall not be limited to current financial statements prepared by an independent CPA, verification of personnel availability, and past performance records.

State Registration Requirements

Any Proposer required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/ application will be required prior to award of an Agreement. Any partnership submitting a response to this solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

**TIMELINE**

Proposals shall be received via electronic mail at [kathy@giba.us](mailto:kathy@giba.us) until 4pm on October 16, 2023. Proposals not received by the deadline will not be considered.

**DATES**

RFQ Advertisement	9/1/2023	
Pre-Bid Site Visit	9/19/2023	11:00am 6201 Boca Grande Causeway Placida, FL 33946
Cutoff for Questions	9/29/2023	4:00 pm
Posting of Final Addendum	10/4/2023	4:00 pm
Proposals Due	10/16/2023	4:00 pm
Oral Presentations	11/2/2023	1:00 pm
Selection of Firm	11/2/2023	

**AWARD**

The GIBA Board of Supervisors will meet to review all submissions and the award of this RFQ shall be made to the firm(s) that, in the sole opinion of GIBA Board of Supervisors, best satisfy the needs of GIBA.

## **APPENDIX A PROPOSAL SUBMITTAL SIGNATURE FORM**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per Agreement if the firm is awarded the Agreement by GIBA.

The undersigned further certifies that he/she has read the Request for Qualifications, Terms and Conditions, Insurance Requirements, and any other documentation relating to this request, and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the firm acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

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

Telephone / E-Mail \_\_\_\_\_

Office Address \_\_\_\_\_

Name & Title of Firm Representative \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS PAGE MUST BE SUBMITTED WITH PROPOSAL**

## APPENDIX B STATEMENT OF ORGANIZATION

Name of Proposer: \_\_\_\_\_

DBA (if any): \_\_\_\_\_

Type of Entity (Sole Proprietor, Corporation, LLC, LLP, Partnership, etc): \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone/E-Mail: \_\_\_\_\_

Print Name and Title of contact person: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

(Please Check One)

Is this a Florida Corporation: Yes \_\_\_\_\_ or No \_\_\_\_\_

If not a Florida Corporation,  
In what state was it created: \_\_\_\_\_

License #: \_\_\_\_\_

Does it use a registered fictitious name: Yes \_\_\_\_\_ or No \_\_\_\_\_

Names of Officers:

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

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

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

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

## **APPENDIX C REFERENCES/CLIENT LISTING**

The firm shall provide a minimum of three (3) business-related references for which they are currently providing or have provided within the last five (5) years, services similar to the scope of services required by this RFQ.

1. Business/Customer Name: \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone/E-mail \_\_\_\_\_

Address \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

2. Business/Customer Name: \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone/E-mail \_\_\_\_\_

Address \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

3. Business/Customer Name: \_\_\_\_\_

Name of Contact Person/Title: \_\_\_\_\_

Telephone/E-mail \_\_\_\_\_

Address \_\_\_\_\_

Type of Services Provided \_\_\_\_\_

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

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

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

# APPENDIX D DRUG FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does;

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace 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 workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of this procurement.

\_\_\_\_\_  
Authorized Signature (Officer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL

## APPENDIX E PUBLIC ENTITY CRIME INFORMATION

As provided by F.S. §287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Sub-Contractor, or Consultant 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I, \_\_\_\_\_, being an authorized representative of the Respondent, \_\_\_\_\_, located at \_\_\_\_\_, have read and understand the contents above. I further certify that the Respondent is not disqualified from replying to this solicitation because of F.S. §287.133.

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

Telephone/Email: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ who is personally known to me or has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL



## APPENDIX F NON-COLLUSIVE AFFIDAVIT

Before me, the undersigned authority, personally appeared:

\_\_\_\_\_ who being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_, the Respondent that has submitted the attached reply;
2. He/She is fully informed respecting the preparation and contents of the attached reply and of all pertinent circumstances respecting such reply;
3. Such reply is genuine and is not a collusive or sham reply;
4. Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any respondent, firm, or person to fix the price or prices in the attached reply or of any other respondent, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any other respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the reply work.

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ who is personally known to me or has produced his/her driver's license as identification.

\_\_\_\_\_  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_

Commission No: \_\_\_\_\_

THIS PAGE MUST BE SUBMITTED WITH PROPOSAL