

REQUEST FOR QUALIFICATIONS

CONSULTING SERVICES FOR CIVIL ENGINEERING, GEOTECHNICAL ENGINEERING,
TRANSPORTATION ENGINEERING, ENVIRONMENTAL ENGINEERING, LANDSCAPE
ARCHITECTURE AND LAND SURVEYING

FOR THE
CITY OF SOUTH DAYTONA

RFQ 21-007



Prepared By:

Brian Peek, P.E.
Public Works Department
City of South Daytona
(386) 322-3080

REQUEST FOR QUALIFICATIONS

Consulting Services for Civil Engineering, Geotechnical Engineering, Transportation Engineering, Environmental Engineering, Landscape Architecture and Land Surveying for the City of South Daytona

RFQ 21-007

INVITATION

The City of South Daytona, Florida (City) is requesting Statements of Qualification from capable firms to provide professional services for Civil Engineering, Geotechnical Engineering, Transportation Engineering, Environmental Engineering, Landscape Architecture and Land Surveying. This solicitation shall be part of the Consultant's Competitive Negotiation Act (CCNA) process as mandated in Section 287.055 of the Florida Statutes.

NOTICE IS HEREBY GIVEN that sealed Statements of Qualification will be received at the Office of the City Manager, located in City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida, until **3:00 pm on Tuesday, October 26, 2021**. At that time, the submitted Statements of Qualification will be publicly opened in the Council Chamber Room located in City Hall. Statements of Qualification received after the above time and date will be returned unopened.

The scope of work will include, but not be limited to, the following services: testing, evaluating, modeling, planning, designing, permitting, reporting, estimating, monitoring, tracking, reviewing and providing bidding assistance, construction contract administration and construction phase services including inspection. Other services may include grant assistance, community development and redevelopment services, biological and environmental assessment and other services deemed necessary by the City.

Documents pertaining to this request may be obtained at the Public Works Department located at 1770 Segrave Street, South Daytona, Florida 32119 free of charge. The Public Works Director can be contacted by telephone (386) 322-3080 or email at bpeek@southdaytona.org. Any addenda to these documents will be issued via electronic mail. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a Statement of Qualification for this project.

The submittals received will be ranked by a Selection Committee comprised of City staff members. The Selection Committee will evaluate the Statements of Qualification based on the following four criteria:

1. Experience and Past Performance
2. Qualifications of Personnel Assigned
3. Familiarity and Capability
4. Accessibility and Location

The Selection Committee meeting to rank the submittals shall be subject to the Public Notice requirements as defined in Section 286.011 of the Florida Statutes.

The Selection Committee will present its rankings to the South Daytona City Council and seek authorization to negotiate a continuing contract, as defined in Section 287.055(2) (g) of the Florida Statutes, with those firms that ranked the highest.

The City reserves the right to reject any or all Statements of Qualification or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the firm or firms which, in its judgment, will best serve the City. Further, the City reserves the right to negotiate a continuing contract with more than one firm in the different categories of work and to classify the type of work which may be awarded to the selected consultants.

The requested services shall be delivered on an as needed basis with each assignment being secured through separately negotiated Work Authorizations. No single Work Authorization shall exceed \$25,000 without written consent from the City Manager.

The successful respondent will be required to furnish and pay for Certificates of Insurance and meet other requirements as set forth in the Request for Qualifications document.

The City of South Daytona is not responsible for the U.S. Mail or private couriers regarding mail being delivered by the specified time so that a bid can be considered. Statements of Qualification received by telephone, telegraph, or FAX will not be accepted.

CITY OF SOUTH DAYTONA
VOLUSIA COUNTY, FLORIDA

By: James L. Gillis, Jr.
City Manager

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STATEMENT OF PURPOSE

The City of South Daytona, Florida (City) is requesting Statements of Qualification from capable firms to provide professional services in the disciplines of Civil Engineering, Geotechnical Engineering, Transportation Engineering, Environmental Engineering, Landscape Architecture and Land Surveying. This solicitation shall be part of the Consultant's Competitive Negotiation Act (CCNA) process as mandated in Section 287.055 of the Florida Statutes.

The scope of work will include, but not be limited to, the following services: testing, evaluating, modeling, planning, designing, permitting, reporting, estimating, monitoring, tracking, reviewing and providing bidding assistance, construction contract administration and construction phase services including inspection. Other services may include grant assistance, community development and redevelopment services, biological and environmental assessment and other services deemed necessary by the City.

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The Selection Committee will present its rankings to the South Daytona City Council and seek authorization to negotiate a continuing contract, as defined in Section 287.055(2) (g) of the Florida Statutes, with those firms that ranked the highest.

The City reserves the right to reject any or all Statements of Qualification or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the firm or firms which, in its judgment, will best serve the City. Further, the City reserves the right to negotiate a continuing contract with more than one firm in the different categories of work and to classify the type of work which may be awarded to the selected consultants.

The requested services shall be delivered on an as needed basis with each assignment being secured through separately negotiated Work Authorizations. No single Work Authorization shall exceed \$25,000 without written consent from the City Manager.

INSTRUCTIONS TO RESPONDENTS

Statement of Qualification Requirements – Sealed Statements of Qualification will be received at the Office of the City Manager, located in City Hall at 1672 South Ridgewood Avenue, South Daytona, Florida, until **3:00 pm on Tuesday, October 26, 2021**. At that time, the submitted Statements of Qualification will be publicly opened in the Council Chamber Room located in City Hall. Statements of Qualification received after the above time and date will be returned unopened.

One original document clearly marked ORIGINAL with five (5) identical copies of the Statement of Qualification are required. The Statements of Qualification shall be in a sealed envelope or package clearly labeled **Consulting Services for Civil Engineering, Geotechnical Engineering, Transportation Engineering, Environmental Engineering, Landscape Architecture and Land Surveying for the City of South Daytona RFQ 21-007** on the front of the envelope and the date and time of the official opening also noted.

The Signature Sheet, Non-Collusion Affidavit of Prime Respondent, Public Entity Crimes – Sworn Statement and Drug Free Work Place Certificate forms (SOQ Forms 1-4 located in Appendix A of this document) must be completed and submitted with each Statement of Qualification if it is to be considered.

The Statements of Qualification must present clear evidence to the Selection Committee of the respondent's experience and ability to excel in the four evaluation criteria given. Each respondent must indicate what disciplines they are qualified to perform. Statements of Qualification may be expanded to allow the complete submittal of relevant information.

Statements of Qualification lacking the required information will be deemed incomplete. Incomplete submittals will not be considered for contract negotiation.

Continuing Contract Term - The term of the continuing contract, if successfully negotiated, shall be 5 years. The City shall have the option to extend the continuing contract for one additional 3 year term.

Contact Person - All questions or requests for clarifications concerning this RFQ shall be submitted in writing to the City's Public Works Director indicated on the next page.

Brian Peek, P.E.
Public Works Director
City of South Daytona
P.O. Box 214960
South Daytona, FL 32121-4960
Email: bpeek@southdaytona.org
Phone: 386-322-3080

Such notifications must be made in writing at least 40 working hours (5-working days) prior to opening date and time of the RFQ. All such requests and the City's written responses will be distributed by way of an Addendum. Any Addendum issued must be signed and attached to the original Statement of Qualification as an indication that the information contained within the addendum has been considered in the response. Failure to attach the addendum may be grounds to disqualify the respondent.

The foregoing requirement regarding clarification and addenda is not intended to prohibit ongoing verbal or written discussions between qualified potential service providers and the City.

Continuing Contract Award - The submittals received will be ranked by a Selection Committee comprised of City staff members. The Selection Committee will evaluate the Statements of Qualification based on the following four criteria:

1. Experience and Past Performance
2. Qualifications of Personnel Assigned
3. Familiarity and Capability
4. Accessibility and Location

The Selection Committee meeting to rank the submittals shall be subject to the Public Notice requirements as defined in Section 286.011 of the Florida Statutes.

The Selection Committee will present its rankings to the South Daytona City Council and seek authorization to negotiate a continuing contract, as defined in Section 287.055(2) (g) of the Florida Statutes, with those firms that ranked the highest.

The City reserves the right to reject any or all Statements of Qualification or any portion thereof, with or without cause, to waive technical errors and informalities and to accept the firm or firms which, in its judgment, will best serve the City. Further, the City reserves the right to negotiate a continuing contract with more than one firm in the different categories of work and to classify the type of work which may be awarded to the selected consultants.

The information listed in the RFQ is to establish quality standards, not to limit competition. The respondent may offer any alternate which meets or exceeds the quality of specifications for any item or service. If Statements of Qualification are based on equivalent services, indicate on the response form the deviations submitted in enough detail information for City staff to make an honest determination.

Disqualifications - The City of South Daytona reserves the right to disqualify Statements of Qualification, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the respondent. (See Non-Collusion Affidavit form located in Appendix A). The respondent also warrants that no one was paid a fee, commission, gift or other consideration contingent upon receipt of an award for the services or products and/or supplies specified herein.

Public Entity Crimes Form - All respondents must fill out the Public Entity Crimes Sworn Statement located in the SOQ Forms attached as Appendix A. Any continuing contract with the City obtained in violation of this Section shall be subject to termination for cause. A sub-consultant who obtains a subcontract in violation of this section will be removed and promptly replaced by a sub-consultant acceptable to the City. Any delays or extra expenses incurred in the conduct of this continuing contract, due to the necessity for replacement of a sub-consultant may be at the expense of the main consultant. In submitting a response to the City of South Daytona, Florida, the respondent offers and agrees that if the Statement of Qualification is accepted, the respondent will convey, sell, assign or transfer to the City of South Daytona all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of South Daytona. At the City of South Daytona's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the firm.

Joint Proposals/Partnerships/Sub Consultants – Each firm should be able to provide the required services in the discipline they are trying to qualify for, however, the City will consider Statements of Qualifications and/or joint proposals that include single company offerings and/or combinations of companies, use of sub-consultants, etc. If the respondent submits a Statement of Qualification that includes other firms as a partner or sub-consultant, the respondent must identify such firms and provide information on the qualifications of such firms to provide such services.

Equal Opportunity Employment - The firm agrees that it will not discriminate against any employee or applicant for employment for work under this agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

Discrimination - The Respondent is advised that in accordance with HB 2127, Section 6 (3) (a), states information regarding discrimination provisions paragraph (2) (a), as follows:

DISCRIMINATION: an entity or affiliate who has been placed on the discriminatory vendor list may not submit a qualification statement or proposal on a contract to provide goods or services to a public entity, may not submit a qualification statement or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit statements of qualification or proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

Proprietary Information - In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all respondents should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the ***respondents are requested to identify specifically*** any information contained in their response which the respondent considers confidential and/or proprietary and which the respondent believes to be exempt from disclosure, citing specifically the applicable exempting law.

SELECTION PROCESS

The submittals received will be reviewed by a Selection Committee comprised of City staff members. The Selection Committee meeting to rank the submittals shall be subject to the Public Notice requirements as defined in Section 286.011 of the Florida Statutes.

The Selection Committee will present its review and suggestion(s) to the South Daytona City Council and seek authorization to negotiate a continuing contract, as defined in Section 287.055(2) (g) of the Florida Statutes, with the firm(s) deemed capable and qualified to serve the City. The following criteria will be used to evaluate the Statements of Qualification received:

1. **Experience and Past Performance** Executing a municipal contract has its own set of unique challenges. The respondent must show their experience in providing the type of services being requested for other municipalities, if such experience exists. The firm's past performance with practical design should also be described in detail demonstrating the ability to complete work on time and within budget. Respondents should show the quality of performance and level of owner satisfaction on previous contracts and design. Respondents should provide information pertaining to any innovative solutions they developed on previous projects. Each respondent is requested to include references and all pertinent information that would clearly demonstrate their experience and past performance in Appendix B of this document.
2. **Qualifications of Personnel Assigned** The respondent must show the adequacy of personnel, both in numbers and demonstrated technical capability, to complete the required contract, if awarded. A complete organizational chart must be submitted. The respondent must indicate specifically the members of the firm who will be primarily responsible for the City's contract. A team leader or point of contact must also be identified. Each respondent is requested to include a company profile and all pertinent information that would clearly demonstrate their qualifications in Appendix C of this document.
3. **Familiarity and Capability** Each respondent must show that they are familiar with the City's policies, procedures and design requirements as well as those of other agencies such as the FDOT, SJRWMD, FEMA, etc. The respondent must demonstrate that they have the personnel, equipment and facilities to perform the services being requested. The selected consultants may be asked on occasion to address the City Council. Each respondent must show that they are capable of communicating effectively with not only the City Council but the general public as well. The respondent must show that they are in good financial standing. The respondent must be familiar with the FDOT Local Agency Program's submittal requirements and process. The respondent must show their current workload so that a determination can be made as to whether they

can accommodate this contract. Each respondent is requested to include all pertinent information that would clearly demonstrate their familiarity and capability in Appendix D of this document.

4. **Accessibility and Location** Each respondent must demonstrate a previously established record of responsiveness to their clients' needs. Respondents must also identify the location of the office that contains the principle members which would be assigned to this contract. It is the City's experience that firms located near the projects they have been assigned can respond quicker to emergency field meetings, when requested. Each respondent is requested to indicate their ability to respond when requested and all pertinent information that would clearly demonstrate their ability to meet the City's preferences, listed above for this criterion, in Appendix E of this document.

In general, the City wishes to avoid the expense of unnecessary presentations. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no top ranked firms can be clearly identified by review of the written submittals alone, then the Selection Committee shall schedule the firms for interviews in person or via telephone.

CONTINUING CONTRACT REQUIREMENTS

Insurance Requirements

The approved consultant(s) shall purchase, at their own expense and maintain throughout the duration of this continuing contract, types and amounts of insurance in form and companies satisfactory to the City and shall furnish proof of insurance prior to commencing work. The insurance requirements are shown on the next page:

GENERAL LIABILITY

Bodily Injury:	\$1,000,000.00, each occurrence
	\$2,000,000.00, aggregate
Property:	\$1,000,000.00, each occurrence
	\$1,000,000.00, aggregate
	Or
	\$1,000,000.00, bodily injury
	\$2,000,000.00, and property damage combined each occurrence

AUTOMOBILE LIABILITY*

Bodily Injury:	\$1,000,000.00, each person
	\$1,000,000.00, each accident
Property Damage:	\$1,000,000.00, each accident or
	\$1,000,000.00, bodily injury and property damage combined each occurrence

*Including: owned, hired & employer's non-owned vehicle(s)

Worker's Compensation: Statutory: as required by the State of Florida

Employer's Liability: \$1,000,000.00 each accident

Waiver of Subrogation will apply in favor of the City of South Daytona

Also, the consultant who is awarded the continuing contract must have and produce an Occupational License authorizing them to conduct this type of business in the State of Florida, before work is started. **INSURANCE COMPANIES MUST BE LICENSED TO CONDUCT INSURANCE BUSINESS IN THE STATE OF FLORIDA WITH A BEST RATING GUIDE RATING OF A. THE CITY OF SOUTH DAYTONA, FLORIDA, IS TO BE NAMED AS AN ADDITIONAL NAMED INSURED ON THE CERTIFICATE SUBMITTED TO THE CITY. INSURANCE CERTIFICATES WILL BE REVIEWED.** If not in order; the continuing contract may not be awarded. It is requested that the city be named as Additional Named Insured on Worker's Compensation and any Professional Liability coverage. Professional Liability Insurance is to be in the amount of \$1,000,000. Award consideration will be given to the evidence of these insurance coverages. All insurances are to be project specific to this contract, not general umbrella insurance.

Consultant Personnel - All consultant personnel shall be familiar with the Occupational Safety and Health Administration (OSHA) requirements.

The City reserves the right to require disciplinary action or reassignment of any consultant personnel whose behavior is inconsistent with the City's objectives of providing pleasant and responsive service.

Time Reporting - The consultant shall maintain time sheets for all employees that perform work for the City. The records shall denote the time the employee worked and identification of the nature and location of the work. These time sheets are to be used for billing purposes.

Point of Contact Information – The firm, who is awarded a continuing contract if one is awarded, will be required to appoint one of its employees as the key contact for approval by the City's Public Works Director.

Contract Termination Provision - This agreement may be terminated by either party without cause upon thirty (30) days written notice to the other party.

Indemnification - The consultant hereby agrees to indemnify and save harmless the City of South Daytona, and its officials, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Accidents & Claims - The consultant shall be held responsible for all accidents and shall indemnify and protect the City of South Daytona from all suits, claims and actions brought against the City and all costs for liability to which the City may be put for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work.

Laws & Regulations - The consultant at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations in any manner and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of South Daytona against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The respondent is assumed to have made themselves familiar with all Federal, State, local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work and no plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event any situation is brought to mediation or a court of law, the venue shall be the County of Volusia, in the State of Florida, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

All responses, questions, conversations are public information and also any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a statement of qualification authorizes release of all of your company's information as submitted.

Royalties (when applicable) - The consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The consultant shall, at their own expense, hold harmless and defend the City of South Daytona, its agents, employees, and elected officials, against any claim, suit or proceeding brought against the City of South Daytona, its agents, employees, and elected officials, which is based upon a claim, whether rightful or otherwise, that the goods, or services, or any part thereof, furnished under the resulting contract constitute an infringement of any patent or copyright of the United States of America. The consultant shall pay all damages and costs awarded against the City of South Daytona, its agents, employees, and/or elected officials.

Compliance - All firms doing business with the City of South Daytona must do so in the English language and make proposals or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the quotation or proposal. In the event of any legal disputes the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this qualification statement or any resulting contract or purchase shall be in a court of competent jurisdiction in Volusia County, Florida.

APPENDIX A

SOQ Forms 1-4

SOQ Form 1

SIGNATURE SHEET

I, the undersigned, do hereby agree to all terms and conditions set forth within this solicitation for qualification statements. I attest by way of my signature below and on subsequent pages labeled "SOQ Form" that I am authorized by the company I represent to enter information pertinent to a final contract. I further state the information within this qualification statement is true and not a sham nor misrepresentation of the service or reputation and abilities of my company.

I _____ have, _____ have not examined the necessary documents prior to presenting my qualification statement.

Company: _____

Address: _____

Telephone: (_____) _____ fax: (_____) _____

Email: _____

Authorized Signature: _____

Title: _____

(Print/type name as signed above) _____

Date Submitted: _____, 2021

Discipline you are applying for:

- Civil Engineering
- Geotechnical Engineering
- Transportation Engineering
- Environmental Engineering
- Landscape Architecture
- Land Surveying

SOQ Form 2

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT

STATE OF _____)
COUNTY OF _____)

_____, being duly sworn, deposes and says that:

(1) He/she is _____ of _____,
Title Firm/Company

The respondent that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from responding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of South Daytona, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Signature of Notary Public)

(Name of Notary Typed, Printed or Stamped)

Notary Public

(Serial Number)

(Notary's Seal)

SOQ Form 3

PUBLIC ENTITY CRIMES – SWORN STATEMENT

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 proposal or qualification statement on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

This sworn statement by _____,
(Name and Title of Business Representative)

who is authorized to represent _____
(Business Name)

hereby specifies that neither the entity submitting this statement, nor any officers, directors, executives, partners, employees, shareholders 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.

(Signature)

(Date)

Personally appeared before me, the undersigned authority, on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires: _____.

SOQ Form 4

DRUG FREE WORK PLACE CERTIFICATE

"I, the undersigned, in accordance with Florida Statute 287.087 hereby certify that

Name of Firm

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace given above and specifying actions that will be taken against violations of such prohibition;
2. 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 abuse violations.
3. Gives each employee, engaged in providing commodities or contractual services that are under bid, proposal or qualification statement, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under bid, proposal or qualification, 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 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 to who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this entire section.

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

Authorized Signature

Date

Personally appeared before me, the undersigned authority, on this _____ day of

_____, 20_____.

NOTARY PUBLIC

My commission expires: _____.

APPENDIX B

Experience and Past Performance

APPENDIX C

Qualifications of Personnel Assigned

APPENDIX D

Familiarity and Capability

APPENDIX E

Accessibility and Location