

Bid #2324-10
BID SPECS
REQUEST FOR QUALIFICATIONS FOR GULF COUNTY VULNERABILITY
ASSESSMENT

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SECTION I – INTRODUCTION

1.1 Purpose:

The Board of County Commissioners, herein referred to as the "COUNTY", is seeking statements of qualifications from qualified Engineering Firms, herein referred to as the "ENGINEER", interested in completing a Comprehensive Vulnerability Assessment and Adaption Plan to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes. The project will also develop an Adaption Plan and amend the Comprehensive Plan to comply with the Peril of Flood Statute.

SECTION 2 - SCOPE OF WORK

2.1 Acquire Background Data and Municipal Outreach

Respondent will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The Respondent will, in coordination with the DEP, identify municipalities within the County without a statutorily compliant VA and work to collect municipal data for inclusion in the County-based VA. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

2.2 Exposure Analysis:

The Respondent will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.

2.3 Sensitivity Analysis:

The Respondent will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets

created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

2.4 Final Vulnerability Assessment Report, Maps, and Tables:

The Respondent will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, and raw data sources shall be defined within the associated metadata.

2.5 Peril of Flood Compliance:

The Respondent will assist in updating the County's comprehensive plan coastal management element language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, draft comprehensive plan amendments must address the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood, if the county or municipality is subject to such requirements. The Respondent will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The DEP grant manager will provide the deliverable to the Department of Commerce for preliminary review. The Department of Commerce will have ten (10) working days to review and provide any comment(s) to the DEP grant manager, if so desired, but is not required. The intent of any Department of Commerce review at this stage is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.

SECTION 3- PROCUREMENT RULES AND INFORMATION:

3.1 Contact Person:

Clay Smallwood, P.E.
Assistant Administrator
850.229.6106
csmallwood@gulfcountry-fl.gov

All technical questions regarding this Request should be directed in writing, preferably by email to the Assistant Administrator. **Questions shall be submitted no later than 12:00 Noon local time on February 19, 2024.** Questions submitted after that date and time will not be answered. ***DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF IS PROHIBITED AND WILL RESULT IN SUBMITTAL BEING DISQUALIFIED.*** The Assistant Administrator will review and answer. If applicable, answers citing the question asked but not identifying the questioner will be placed on the County website:

<http://www.gulfcounty-fl.gov/>. Failure to submit requests in writing by the specified time shall not be grounds for a protest.

3.2 Calendar of Events:

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

<u>DATE/TIME</u>	<u>ACTION</u>
Feb. 19, 2024, no later than 12:00 Noon	Last day to submit questions
Feb. 22, 2024, no later than 4:00 PM Eastern	Close date
Feb. 26, 2024, 10:00 AM Eastern	Open date
Feb. 27, 2024, 9:00 AM Eastern	Award date

3.3 RFQ Opening:

RFQ submittal shall be received at the Gulf County Clerk of Court, 1000 Cecil G. Costin Sr. Blvd, Room 149, Port St. Joe, FL 32456 by the specified time and date. The RFQ submittals shall be opened publicly and the names of the proposers shall be read aloud in the Gulf County Clerk's Office immediately that the specified time and date.

3.4 Cost of Preparing RFQ:

Neither the County nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFQ.

3.5 Disposals of RFQ:

Upon award recommendation or thirty (30) days after receiving, RFQ submittals become "public records" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary.

3.6 Rejection of RFQ:

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

3.7 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any county employee. Only those communications from firms,

which are signed, and in writing will be recognized by the County as duly, authorized expressions on behalf of the firm. ***Any and all communication with County Commissioners or county staff other than the Assistant Administrator is prohibited during the time of the RFQ advertising.***

3.8 Indemnification:

Firm shall indemnify and save harmless the COUNTY, its officers, agents and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any person, including employees of Firm or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Firm, or any subcontractor or supplier of Firm, negligent performance or non-performance of the Project. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, whether or not caused in part, by any act or omission of the COUNTY, its respective officers, agents, or employees, provided Firm shall not be required to indemnify the COUNTY for the County's own negligence.

3.9 Public Entity:

The firm must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.10 Drug Free Workplace:

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

3.11 Insurance Requirements:

Firm shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by firm, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
 - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$300,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicles.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the COUNTY with the executed Contract. The Certificates of Insurance shall be filed with the COUNTY before this Contract is deemed approved by the COUNTY. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of VENDOR shall be endorsed to include as additional insured the COUNTY, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration. The purchase of any of the above-referenced insurance policies shall not release the VENDOR or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract. The Insurance Company (ies) shall be authorized to conduct business in the State. Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

3.12 Protest:

RFQ protests arising under the County Bidding Documents or Procedures shall be resolved by the Board of County Commissioners.

SECTION 4 – EVALUATION OF STATEMENTS:

4.1 Content of Submission:

4.1.1 Cover Page:

A cover page that states, “Statement of Qualifications for Gulf County’s Vulnerability Assessment”. The cover page should contain the Respondent’s name, address, telephone number, and the name of the Respondent’s contact person.

4.1.2 Relevant Experience, References, and Past Performance on Similar Projects:

The Respondent shall provide a project history of the firm or organization demonstrating experience with projects that are similar in scope to the work described in Section 2. The Respondent shall clearly indicate experience in vulnerability assessments. Respondent shall also describe experience in complying with State and Federal grant requirements.

Each Respondent shall provide a list of past projects that are the same or similar to the scope of the proposed project. The list should include:

- Name and full address of reference project and organization name and telephone number of contact person for contract
- Date of initiation and completion of contract for referenced project
- Brief summary of the project and services including a comparison to services sought by this RFQ

4.1.3 Services Provided/Project Approach and Management:

Respondent shall provide a list of the services it will provide, with specific descriptions that will be offered under the agreement. The Respondent shall describe the approach and methodology of the firm that will be used to accomplish necessary activities.

4.1.4 Staffing and Qualifications of Key Personnel:

The Respondent shall describe the composition and structure of the firm (sole proprietorship, corporation, partnership, joint venture) and include names of persons with an interest in the firm.

The Respondent shall include a list of the proposed staff that will perform the work required if awarded this contract. An organization chart should be included in this section. The Respondent shall also include a brief resume for each member of the project team identifying his/her role on the team and any qualifications relevant to the assigned position. Include in this section the location of the main office and the location of the office proposed to work on this project.

4.1.5 Forms:

Respondent shall complete and execute the forms specified below and shall include them in the response submittal:

- Proposer's Certification
- Drug Free Workplace Form
- Certification Regarding Lobbying
- Certification Regarding Debarment
- Public Entity Crimes Statement
- Affidavit of Non-Collusion
- MWBE Participation Statement

4.2 Evaluation:

4.2.1 Criteria:

In accordance with Section 287.055, Florida Statutes or most recent supplement, a committee will review the information submitted and short list the firms. On-site presentations and/or interviews may be requested of a short list of three or more firms. Once all reviews are complete, the firms will be ranked by the committee with the top ranked firm being presented to the Gulf County Board of County Commissioners for approval and authorization to negotiate with the top ranked firm. Ranking and selection will be based on the following categories.

<u>Criteria</u>	<u>Score</u>
Cover Letter	5
Related Experience, Reference & Past Performance	30
Services Provided / Project Approach & Management	30
Staffing and Qualifications of Key Personnel	<u>35</u>
TOTAL	100

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Qualifications, Instructions to Proposers, General and/or Special Conditions, Specifications, RFQ Submittal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Qualifications at the prices or rates as finally negotiated. I agree that my submittal will remain firm for a period of up to sixty (60) days in order to allow the County adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the submittal.

I certify that all information contained in this RFQ is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFQ on behalf of the Proposer / Consultant as its act and deed and that the Proposer / Consultant is ready, willing and able to perform if awarded the contract.

I further certify that this RFQ is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a RFQ for the same product or service; no officer, employee or agent of the Gulf County Board of County Commissioners or of any other proposer interested in said RFQ; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFQ.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions:

<hr/>	
<hr/>	<hr/>
NAME OF BUSINESS	MAILING ADDRESS
<hr/>	<hr/>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<hr/>	<hr/>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<hr/>	<hr/>
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, who is personally known to me or who has produced as identification and who did take an oath.

My Commission Expires:

Notary Public

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

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.

Bidder's Signature

Date

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: _____ Date: _____ Authorized Signature

Title: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

1. This sworn statement is submitted for _____.
2. This sworn statement is submitted by _____
Whose business address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____)
3. My name is _____ and my relationship to the entity named
above is _____
4. I understand that a “public entity crime” as defined in Section 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 to be provided to any public entity or an agency or political subdivision of any
other state or of the United States and involving antitrust, fraud, theft, bribery, collusion,
racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Section 287.133 (1) (b), Florida
Statutes, means a finding of guilt or a conviction of a public entity crime, with or without
adjudication of guilt, in any federal or state trial court of record, relating to charges brought by
indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry
of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Section 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.
7. I understand that a “person” as defined in Section 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.

8. Based on information and belief, that 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 one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]

_____ The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: _____ Signature: _____

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,
who after first being sworn by me, affixed his/her signature in the space provided above on this
_____ day of _____, in the year _____.

My commission expires: _____
Notary Public

Print, Type, or Stamp of Notary Public

Personally known to me, or Produced Identification:

Type of ID

AFFIDAVIT OF NON-COLLUSION

_____, * being first duly sworn, deposes and says that he/she is the Offeror in the above proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Gulf County Board of County Commissioners or of any other Offeror is interested in said proposal; and that affiant makes the above proposal with no past or present collusion with any other person, firm or corporation.

Authorized Signature

Date

Print Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__
by _____, who is personally known to me or
who has produced as identification and who did take an oath.

My Commission
Expires:

Notary Public

*NOTICE: State name of Offeror followed by name of authorized individual (and title) that is signing as Affiant.
If Offeror is an individual, state name of Offeror only.

MWBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the proposal. Project Description: _____

Consultant Name: _____

This Consultant (is_____) (is not_____) a certified small or Minority or Woman Owned Business Enterprise (MWBE) per 44 C.F.R. § 13.36 (e).

Expected percentage of contract fees to be subcontracted to MWBE(s): _____ %

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub-Consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Authorized Signature)

(Date)

(Print Name)