

LIBERTY COUNTY BOARD OF COUNTY COMMISSIONERS

**10818 NW SR 20
BRISTOL, FLORIDA 32321**

REQUEST FOR QUALIFICATIONS (RFQ)

**CONSTRUCTION ENGINEERING AND
INSPECTION SERVICES (CEI)**

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RESPONDENT INSTRUCTIONS

*Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions.*

INTRODUCTION

The Liberty County Board of County Commissioners is seeking Qualifications from firms to provide Construction Engineering and Inspection Services (CEI) for a Continuing Services Contract.

QUALIFICATIONS

Firms must be FDOT pre-qualified in accordance with F.A.C. 14-75.003, Minimum Technical Qualification Standards by Type of Work, in the following areas:

- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection

SUBMITTAL DEADLINE/DELIVERY

SEALED SUBMITTALS for the RFQ Construction Engineering and Inspection Services will be received by the BOARD OF COUNTY COMMISSIONERS OF LIBERTY COUNTY, FLORIDA at the Clerks Office, 10818 NW SR 20; Bristol, Florida 32321 up until 4:00 PM EST February 8, 2022. Submittals will be publicly opened immediately following the deadline. It is the sole responsibility of the Respondent to ensure that the Submittal is received on time. A review committee established by the Board will review the proposals and make a recommendation for the Board at the County Commission Meeting set for February 10, 2022 at 6:00pm EST.

Special Accommodation: Any person requiring a special accommodation at a Pre-Submittal Conference or Submittal opening because of a disability should call the Clerk's Office at (850) 643-2215 at least five (5) workdays prior to the Submittal opening.

SOLICITATION DOCUMENTS

Electronic versions of the solicitation documents are available via the Board's Web Page: <https://libertybocc.com/public-notice/>

Solicitation documents may also be obtained from the Liberty County Clerk's Office at 10818 NW SR 20; Bristol, Florida 32321

POINT OF CONTACT

Daniel Stanley, Liberty County Clerk of Court and Comptroller, will be the only point of contact for this RFQ. Under no circumstances may a Respondent contact any County Commissioner, or County employee concerning this RFQ until after award. Any such contact may result in disqualification.

QUESTIONS

Respondents shall submit all questions, in writing, to Daniel Stanley at dstanley@libertyclerk.com. All questions shall be submitted no later than 5:00 pm EST on Monday February 7, 2022.

ADDENDA

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Board's website at: <https://libertybocc.com/public-notice/>

It is the responsibility of the Respondent prior to submission of any Submittal to check the above website or contact the Clerk to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

SUBMITTAL FORM

To receive consideration, all Submittals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Submittal Form. No conditions, limitations or provisions will be attached or added to the Submittal Form by the Respondent. Alterations by erasure or interlineations must be explained or noted in the Submittal over the signature of the Respondent.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

CANCELLATION

The County may cancel this RFQ, or reject in whole or in part, when it is in the best interests of the County, as determined by the Board of County Commissioners. Notice of cancellation shall be posted on the Board's website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

A continuing services contract will be awarded by the Board at the County Commission Meeting set for February 10, 2022 at 6:00pm EST. The review committee will tally and recommend to the Board the top two responsive, responsible Respondents who ranked highest in the evaluation process based on the criteria specified in the Request for Qualifications Respondent Instructions.

RIGHT TO REJECT

The County reserves the right to reject any or all Submittals received and waive minor informalities and irregularities in the Respondent's Submittal.

A Submittal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFQ. A Submittal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms,

conditional Submittals, incomplete Submittals, indefinite or ambiguous Submittals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Submittals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Submittal for the same work from an individual, Respondent or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts. Submittals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Submittal.

EXECUTION OF AGREEMENT

The successful Firm shall, within thirty (30) days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Clerk all required contract documents. The awarded Firm shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the Clerk before the successful Firm may proceed with the work.

PAYMENTS

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

LICENSES

Consultant shall be properly licensed for the appropriate work specified in this Request for Qualifications. All Respondents are requested to submit any required license(s) with their qualifications. License(s) must be effective as of the opening date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Submittal as nonresponsive.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all Respondents should be aware that Requests for Proposals and the responses thereto are in the public domain. Respondents must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

The County is a public agency subject to Chapter 119, Florida Statutes. The awarded Contractor(s) shall comply with Florida's Public Records Law. Specifically, the awarded Contractor(s) shall:

- a. Keep and maintain public records required by the County to perform the service;
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.
- e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the County must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the County rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2011) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an officer, agent, or employee of the County or any other person shall not

affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the contract.

PUBLIC ENTITY CRIMES 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 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, subcontractor, 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 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a Submittal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

E-VERIFY

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

By submission of a proposal in response to this document, the contractor certifies compliance with the above requirements.

WARRANTY

All goods and services furnished by respondent, relating to and pursuant to this RFQ, will be warranted to meet or exceed the specifications contained herein. In the event of breach, the respondent will take all necessary action, at respondent's expense, to correct such breach in the most expeditious manner possible.

SUBCONTRACTORS

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the Respondent's Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the County.

The County reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

HOLD HARMLESS AND INDEMNIFICATION

- a. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from any and liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the design professional in the performance of the agreement.
- b. The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.
- c. The Consultant's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

DUTY TO PAY DEFENSE COSTS AND EXPENSES

- a. The Consultant agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Consultant's performance of the Contract and in which the County has prevailed.
- b. The County shall choose its legal defense team, experts, and consultants and invoice the Consultant accordingly for all fees, costs and expenses upon the conclusion of the claim.
- c. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

TERMINATION FOR CAUSE AND CONVENIENCE

The awarded contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

The awarded contract may be terminated in whole or in part in writing by the County for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the County, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the County, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs

reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

Failure of the Contractor to comply with all Federal, State, and Local Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

SCRUTINIZED COMPANIES

Respondent must certify that the company is not participating in a boycott of Israel.

Respondent must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

Respondent must submit the certification that is attached to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Consultant, of the County's determination concerning the false certification. The Consultant shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Consultant shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Consultant does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

PROTEST

A notice of protest must be submitted in accordance with the Liberty County Purchasing Policy, as amended from time to time. If a party intends to initiate such an action, it must file a formal written notice of protest with the Clerk of Court and the County Attorney within seventy-two hours after notice of the awarding authority's decision.

PROHIBITION AGAINST CONTINGENT FEES

Pursuant to Florida Statute 287.055 (6)(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows:

“The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SUBMITTAL REQUIREMENTS

Each Firm’s submittal shall include sufficient information to enable the County to evaluate the capability of the Firm to provide the desired services. The data shall be significant to the project and discussions of past performances on other projects shall be minimized except as they relate to the proposed work.

All Submittals are to be on 8 ½” x 11” paper or if larger documents are required they are to be folded to 8 ½” x 11” size. Submittals should be stapled together or bound with comb binding. Submittals submitted in 3 ring binders may not be accepted. Submittals shall be prepared simply and economically, providing a straightforward, concise delineation of Respondent’s capabilities to satisfy the requirement of the RFQ. Elaborate binding, colored displays, and promotional material are not desired; however, technical literature may be included as attachments to the Submittal.

Respondents should submit one (1) original clearly labeled “Original”, three (3) copies clearly labeled “Copy” and one (1) electronic version of the package. The electronic version should be in pdf format on a cd or usb drive. Electronic versions submitted via e-mail will **not** be accepted. If the submittal contains confidential information, such information shall be in a separate pdf document. Submittals shall be enclosed in a sealed envelope bearing the title of the solicitation, the name of the Respondent and the date for opening. Submittals shall be valid to LIBERTY COUNTY for a period of 180 days after the opening.

Emphasis in each Submittal must be on completeness and clarity of content.

In order to expedite the evaluation of Submittals, it is essential that Respondents follow the format and instructions contained in the RFQ.

The following information is the minimum content required for the Submittal and will be used to compare and evaluate the firms:

(Please number and title tabs for each section as indicated).

1) Table of Contents (Tab 1) – 5 Points

- a) Clearly identify all sections referenced below.
- b) Sections shall be separately tabbed for ease of reference.

2) General Information (Tab 2) – 5 Points

- a) Name, address, phone, fax, email, Federal ID#, and website (if applicable)
- b) Date the firm was established under the name given.
- c) Type of ownership or legal structure of the firm. (Corporation, joint venture, partnership)
- d) Incorporation by the Secretary of State and current Florida Professional License.
- e) Brief history of the firm.
- f) Professional Services provided.
- g) Number of years your firm has been providing Construction Engineering & Inspection Services.

3) Personnel (Tab 4) – 30 Points

- a) Provide an organizational chart and resumes for all key personnel and their office addresses. This shall include management and technical staff.
 - i) Give brief resume of personnel to be assigned to a project including, but not limited to the following information:
 - (1) Name and title
 - (2) Job assignment for projects
 - (3) How many years with this firm
 - (4) How many years with other firms
 - (5) Experience
 - (a) Types of projects
 - (b) Size of projects
 - (c) What were the specific project involvements?
 - (6) Education
 - (7) Active registration(s) and certification(s)
 - (8) Other experience and qualifications that are relevant to this project.
 - ii) Describe the capabilities of your staff to provide the technical services required for:
 - (1) Verification Testing
 - (2) NPDES Compliance
 - (3) Quality control (Construction)
 - (4) Cost control
 - (5) Change Order negotiation
 - (6) Claims management
- b) Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, continuity, consistency and accountability.
- c) Name any consultants, or subcontractors, which are included as, part of the proposed Construction Engineering and Inspection Team.

- i) Describe the proposed role of any persons outside your firm and their related experience.
- ii) List projects on which your firm has worked with the person/firm in the past.
- iii) Provide all required licenses and certificates.

4) Project History (Tab 5) – 30 Points

- a) Construction projects - List projects which best illustrate the experience of your firm
- b) List no more than 5 projects, and no projects which were completed more than 10 years ago
 - (1) Name and location of the project
 - (2) The nature of the firm's responsibility on the project
 - (3) Project owner's representative's name, address, and phone number
 - (4) Date project was completed or is anticipated to be completed
 - (5) Size of project
 - (6) Cost of project (construction cost)
 - (7) Present status of this project
 - (8) Project Manager and other key professionals involved on project

5) Construction Monitoring, Documentation and Cost Control (Tab 6) – 20 Points

The firm's process for monitoring construction scheduling progress and work performed should be described.

- a) Describe the process used to monitor construction progress and to identify areas of concern.
- b) Describe the processing for tracking shop drawings and other submittals.
- c) Describe the process used to address claims for weather delays and additional work.
- d) Describe the process to respond to citizen's inquiries and for citizens notification of project status.

6) Required Additional Forms (Tab 7) – 10 points

- a) Submittal Form
- b) Addendum Acknowledgement
- c) Anti-Collusion Clause
- d) Certification Regarding Scrutinized Companies List
- e) Conflict of Interest
- f) Drug Free Workplace
- g) Waiver of Meetings/Presentations

ANTICIPATED SCHEDULE

This schedule may be altered solely at the County's discretion:

RFQ Advertisement	Wednesday January 12, 2022 Wednesday January 19, 2022
Questions Due Date	Monday February 7, 2022 at 5:00pm EST
Submittal Due Date and Opening	Tuesday February 8, 2022 at 4:00pm EST
Technical Proposal Evaluations	February 8 – 9, 2022
Board Meeting for recommended award	February 10, 2022 at 6:00pm EST

EVALUATION PROCESS AND CRITERIA

Representatives from the County will review the submittals for completeness. Those submittals deemed complete and responsive will be forwarded to the Evaluation Committee.

Evaluation Committee

- A. Evaluation Committee may consist of 3 or 5 members or the Board of County Commissioners. Initial scoring and final ranking may be determined by separate Evaluation Committees.
- B. The Board shall determine the Evaluation Committee(s) that will best serve the needs of the County.
- C. Members of the Evaluation Committee are prohibited from discussing a project with any professional or professional firm that may submit a proposal during the procurement process, except in formal committee meetings.
- D. Only written responses of statements of qualifications, performance data, and other data received in the purchasing office by the publicized submission time and date shall be evaluated.
- E. The initial ranking of submittals is based upon the points given in the RFQ Respondent Instructions.

The provisions of the Request for Qualifications and the receipt of submittals from respondents shall not create any legal or other obligation between Liberty County and respondents (except as expressly set out in this RFQ).

Liberty County will make the selections primarily on the basis of the response to this RFQ and any further information received from respondents if interviewed. Although information additional to that requested in this RFQ may be provided by respondents, any consideration of this information shall be at the discretion of Liberty County. Liberty County shall be the sole judge of the award of this project to the respondent considered

by the County to offer the best overall response with a resulting negotiated agreement that is most advantageous and in the best interest of Liberty County.

LIBERTY COUNTY INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Liberty County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Liberty County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims that arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the employees of the subcontractor. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

\$500,000 each Person

\$500,000 each Person by Disease

\$500,000 Policy Limit - Disease

g. **INDEMNITY AND INSURANCE- GENERAL AND AUTOMOBILE LIABILITY**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability of the Insurance Services Office with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least **\$1,000,000 per occurrence and \$5,000,000 annual general aggregate**, inclusive of amounts provided by an umbrella or excess policy, for the services to be rendered in accordance with this Agreement. The Contractor shall purchase and maintain Commercial Automobile Liability Insurance with limits of at least **\$1,000,000 per occurrence**. Additionally, the Contractor and subcontractor/consultant/sub-consultant shall cause the Liberty County Board of Commissioners to be an additional insured party on the policies, and shall provide Liberty County Board of Commissioners and FDOT certificates of insurance documenting that the required insurance coverage is in place and in effect.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

I. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified in writing within 10 days of any cancellation, notice of cancellation, renewal or proposed change to any policy or coverage described herein. The Certificate Holders are to be addressed as the LIBERTY COUNTY BOARD OF COMMISSIONERS, 10818 NW SR 20; Bristol, Florida 32321. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to these addresses. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for General Liability with Waiver of subrogation included with respects to General Liability.**

2. New Certificates of Insurance are to be provided to the County at least 30 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

Commercial General Liability Increased General Aggregate Limit (or separate aggregate)

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of _____ is required by the County for this agreement or contract.

Liquor Liability

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

Owners Protective Liability Coverage

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

Fidelity/Dishonesty/Liability Coverage – Third Party

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

Fidelity/Dishonesty Coverage for Employer (Contractor)

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

Fidelity/Dishonesty/Liability Coverage for County

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

Electronic Data Liability Insurance

The Other Party shall purchase Electronic Data Liability with limits of

Garage Liability Coverage

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

Garage Keepers Coverage (Legal Liability Form)

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

Damage to Premises Rented/Leased to you- (Legal Liability Form)

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

Watercraft Liability Coverage

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

Aircraft Liability Coverage

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

Pollution Legal Liability Coverage

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

United States Longshoremen and Harbor workers Act Coverage

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

Jones Act Coverage

The Workers Compensation policy is to be endorsed to include Jones Act coverage for exposures which may arise from this agreement or contract.

SPECIAL TERMS AND CONDITIONS FEDERAL CONTRACT COMPLIANCE
FEMA CONTRACTS

1. **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a

notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for

violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. ADDITIONAL COMPLIANCE WITH FEDERAL STANDARDS

(1) All items to be purchased under this solicitation shall be in accordance with all applicable governmental standards, to include, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), the National Fire Protection Association (NFPA) and It shall be the responsibility of the awarded Vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation during the term of the contract.

(2) When goods and/or services acquired under the RFP will be purchased, in part or in whole, with federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5 and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this solicitation and resultant contract by reference. When goods and/or services acquired under the RFP will be purchased, in part or in whole, with federal funding and/or to meet Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in the Code of Federal Regulations (CFR), §200.317, General Procurement Standards, Vendor(s) shall agree to be bound by the terms and conditions detailed below that delete, modify, and add to Section 1, General Terms and Conditions of the solicitation.

(3) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327, et seq., requiring that mechanics and laborer so (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(4) Federal Fair Labor Standards Act, 29 U.S.C. s. 201, et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week; and

(5) The Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7671q and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387; and

(6) The mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. 94-163; and

(7) Any requirements of 2 CFR pt. 200.318.

(8) Procurement of recovered materials See §200.322.

The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not

limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

(9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— In accordance with 31 U.S.C. 1352, the Vendor must provide a certification to the Procuring Agency that the Vendor has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.) (Exhibit FEDLB1) A bid, which does not include this certificate, may be considered non-responsive.

(10) Vendors that apply or bid for an award exceeding \$100,000 must file the required certification (see Attachment A). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**ATTACHMENT 1
REQUIRED ADDITIONAL FORMS**

**SUBMITTAL FORM
RFQ FOR CEI SERVICES**

This submittal of _____, (“Firm”) organized and existing under the laws of the State of _____ doing business as _____ (Insert a corporation”, “a partnership” or “an individual” as applicable), is hereby submitted to the Board of County Commissioners, Liberty County, (“County”).

In compliance with the Advertisement for Submittals, this Firm proposes to perform all work as detailed in this submittal.

By this Submittal, this Firm certifies, and in the case of a joint Submittal each party certifies as to its own organization, that this Submittal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this solicitation with any other competitor.

Submitted By: _____
Name of Firm/Contractor

Prepared By: _____
Name of Individual

Contact E-Mail: _____

Address: _____

Phone: _____

Signature of Authorized Representative of Firm/Contractor

Date

SEAL: *(If bid is by Corporation)*

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Call (850) 643-2215 or email dstanley@libertyclerk.com prior to submitting your submittal to ensure that you have received any addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Liberty County Board of County Commissioner(s), employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE

To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the 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 Proposal 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 Proposal, the employees 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 an 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 the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

WAIVER OF EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to section 286.0113(2), Fla. Stat. (2011), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. The County encourages transparent and open meetings and decision-making but will honor any request by a Firm to maintain the exemptions provided by section 286.0113(2).

Please indicate your preference regarding any meetings at which you may provide an oral presentation or answer questions regarding your submittal or at which negotiations may be conducted:

_____ **Waive** all requirements to keep such meetings and negotiations exempt from public meeting laws.

_____ **Maintain** all requirements to keep such meetings and negotiations exempt from public meeting laws.

INDICATE WAIVE OR MAINTAIN, HOWEVER DO NOT SIGN THIS FORM