

**INFORMATION AND SPECIFICATIONS REQUIREMENTS FOR SUBMISSION OF
RESPONSES TO GLADES COUNTY, FLORIDA, FOR PROFESSIONAL SERVICES ON THE
LAKE DRIVE WEST (FROM SOUTH OF TROUT STREET TO SR 78)
ROAD RESURFACING CONSTRUCTION PROJECT
FDOT PROJECT NO. 446328-1**

REQUEST FOR QUALIFICATIONS (RFQ #2023-03)

INFORMATION PACKAGE AND REQUIREMENTS FOR RESPONSE

INTRODUCTION

Glades County, Florida, (the “County”), is requesting responses from qualified individuals or companies who are able and interested in performing professional services related to a road construction project in Glades County in accordance with the terms, conditions, and requirements contained in this Request for Qualifications and in a written agreement to be entered into with the County. The general scope of the project is the provision of professional services related to a road construction (road resurfacing) project in Glades County which is generally known as the Lake Drive West (from South of Trout Street to SR 78) Construction Project, FDOT Project No. 446328-1. The selection of an individual or firm to provide professional services to the County pursuant to this Request for Qualifications is intended to comply with the requirements of Florida law, including Section 287.055, et seq., Florida Statutes. The selected individual or firm must be capable of providing the County with complete professional services for the design, permitting, site preparation, and/or construction phase of the project. The selected individual or firm should be able to demonstrate adequate experience in dealing with public works projects, including but not limited to, all aspects of site design, planning, permitting, letting of subcontracts, construction oversight, and construction. Experience with the construction contracting process and the bidding out of construction work is required as is the ability to administer the construction project for the County. The selected individual or firm should be familiar with all aspects of the design work related to road construction projects and with feasibility and/or compatibility studies for same and with the permitting and construction of same. The selected individual or firm will be required to negotiate the terms of a written agreement with the County for the provision of professional services related to the road construction project. This project is being funded by the State of Florida; therefore, the above referenced written agreement between the County and the selected individual or firm will contain an agreement article which provides that the completion of the different phases of the project, together with payment therefore to the selected individual or firm, shall be conditioned upon the County’s advance approval and receipt of project funds from the State of Florida. It is anticipated that the County may select two or more separate qualified responders to perform different aspects of the professional services related to the Project such as the design, engineering, permitting and pre-construction aspect and the separate construction phase oversight and inspection aspect. The response deadline due date/time is 2:00 p.m. EDT on June 13, 2023. All responses (10 copies) shall be placed in a sealed envelope with the following title clearly indicated on the outside: RFQ No. 2023-03 Professional Services for Lake Drive West (from South of Trout Street to SR 78) Construction Project, FDOT Project No. 446328-1, with delivery to the County, which must be received by the County Manager, or their designee at the County Manager’s office at 500 Avenue J, Moore Haven, Florida 33471, no later than the response deadline of 2:00 p.m. EDT on June 13, 2023. Responses received after such time will not be accepted and will returned unopened. Responses delayed for any reason will not be considered. Faxed and electronically mailed responses will not be accepted. All costs and expenses related to the preparation and submission of a response are the sole responsibility of the responder. All prospective responders are cautioned not to contact any member of the County’s Board of Commissioners or any County employees except for the County Manager, or their designee. All questions should be directed to the County Manager, or their designee, telephone number (863) 946-6000, email countymanager@myglades.com. The County reserves the right to reject any or all responses in its sole discretion. The County also reserves the right to waive irregularities and technicalities, to re-advertise for additional responses, and to select the responder(s) who, in the County’s

sole opinion is in the best interests of the County. The County does not discriminate on the basis of age, race, color, sex, religion, national origin, disability, or marital status.

RFQ #2023-03
FOR PROFESSIONAL SERVICES ON THE LAKE DRIVE WEST (FROM SOUTH OF TROUT STREET TO SR 78) ROAD RESURFACING CONSTRUCTION PROJECT
FDOT PROJECT NO. 446328-1

All Responders shall prepare and submit a response to the County pursuant to the response specification and requirements described herein. The response shall include, but does not have to be limited to, the following information:

SECTION 1
GENERAL INFORMATION & INSTRUCTIONS

1) DEFINITIONS

- a. Glades County, Florida may hereinafter be referred to as “County”.
- b. “Responder” shall be any entity or individual submitting a response for the pending solicitation.
- c. All references to days in this solicitation mean calendar days, unless otherwise stated.
- d. All references to “shall”, “must”, and “will” are to be interpreted as mandatory language.
- e. The Request for Qualifications is a competitive selection method selected for this pending solicitation and will be referred to as the “RFQ”.
- f. “successful Responder” shall be the successful Responder with whom a professional services agreement (sometimes hereinafter referred to as “Agreement”) is entered into by the County.

2) PURPOSE

- a. The County seeks responses from qualified Responders to provide professional services related to a road construction (road resurfacing) project in Glades County which is generally known as the Lake Drive West (from South of Trout Street to SR 78) Construction Project, FDOT Project No. 446328-1, in accordance with the specifications and conditions contained in this RFQ Package. The overall Scope of Work of the Project is further described in Exhibit A.
- b. This RFQ has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Responders who wish to submit a response for consideration.

3) INSTRUCTIONS

- a. Each Responder shall submit ten (10) sealed responses, one clearly marked as “Original”, and nine (9) copies, enclosed and secured in an envelope/package. The Responder shall clearly mark and display the Responder’s name and address, the RFQ number and the project identification on the outside of the envelope/package. The County shall not be responsible for unidentified responses. Responses shall be addressed to:

County Manager
Glades County, Florida
500 Avenue J
Moore Haven, Florida 33471

Hand delivered responses shall be delivered to the same above-referenced address.

- b. Each Responder shall submit their response to the County Manager, or their designee, at the County’s administrative offices at the above address no later than June 13, 2023 at 2:00 p.m. EDT at which time all responses will be opened and only the names of the Responders will be announced. Responses received after the deadline will not be considered and will be returned

unopened. Responders mailing their response must allow a sufficient mail delivery period to insure timely receipt of their response by the County. The County is not responsible for responses delayed by mail and delivery services. The delivery of the sealed response envelope required from each Responder prior to the time and date of the deadline for submitting responses is solely and strictly the responsibility of the Responder.

- c. Responses shall remain firm for not less than one hundred twenty (120) calendar days from the response deadline stated above.
- d. The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne solely by the Responder.
- e. There will **NOT** be a pre-response conference. All prospective Responders should review the RFQ document and submit all questions and/or requests for additional information to the County Manager, or their designee, by the response question deadline of June 6, 2023, at 5:00 pm. All questions relating to this RFQ must be submitted via email to the County Manager, or their designee, before the above deadline.
- f. Prior to submitting a response, each Responder shall carefully examine the RFQ document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFQ documents and notify the County Manager, or their designee, of any conflicts, errors, or discrepancies. Each Responder is solely responsible for reading and completely understanding the requirements and specifications of the RFQ documents.
- g. Before submitting responses, interested firms or individuals must make all necessary investigations to inform themselves thoroughly as to all requirements of this Request for Qualifications/Competitive Selection Process. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the future will be accepted as an excuse for any failure or omission on the part of the successful Responder to fulfill, in every detail, all of the requirements of the RFQ and all of the professional services agreement requirements of the County for the subject project, nor will they be accepted as a basis for any claims whatsoever for extra compensation.
- h. By submission of a response, each Responder guarantees that all goods and services shall meet the requirements of the RFQ and the subsequent professional services agreement between the County and the successful Responder.
- i. All Responders are hereby notified that any deviations from the requirements stated in the RFQ documents or any failure to submit all information required by the RFQ documents may result in the rejection of their response by the County, in the County's sole discretion. All submitted responses must be properly signed and, where applicable, corporate and/or notary seals must be attached. All blanks on all forms must be completed in writing. All names of all individuals executing documents must be typed or printed below their signature.
- j. Responses may be withdrawn, in writing, as long as the written withdrawal is actually received by the County Manager, or their designee, at the County Manager's address stated above, prior to the deadline fixed for the receipt of responses. Responders cannot withdraw or modify their responses after the response deadline of June 13, 2023, at 2:00 p.m. EDT.
- k. Responders cannot assign or otherwise transfer their responses to others either prior to or after they are submitted.
- l. Faxed responses or emailed responses will not be accepted.

- m. Each Responder shall separately describe any specific work or actions that the Responder is NOT including in the response scope or work, including specific professional services that are not included.
- n. Each Responder shall follow the below stated directions for response preparation:
 - i. All responses shall be complete and carefully worded, and must convey all of the information requested by the County. If significant errors are found in the response, or if the response fails to conform to the essential requirements of the RFQ, the County, in its sole discretion, will determine whether to accept or reject the response because of the variance.
 - ii. Responses are to be prepared simply and in a manner designed to provide the County with a straightforward presentation of the Responder's capability to satisfy the requirements of this RFQ. The Responder's response must follow the RFQ format, utilizing the same section titles, schedules, and paragraphs.
 - iii. The Responder must clearly mark as "Confidential" each part of their response which they consider to be proprietary information that could be exempt from disclosure under Florida law as set forth in Chapter 286, Florida Statutes. The County reserves the right to determine whether any response information should be exempt from disclosure and no legal action may be brought against the County or its agents for its determination.
 - iv. The Responder shall make its response in the official name of the entity or individual under which business is conducted (showing official business address).
 - v. The Responder shall include on the response the Federal Employer Identification Number (FEIN) and the DUNS number of the entity issuing the response (or in the absence of FEIN and DUNS numbers, the Social Security Number of the individual issuing the response if requested separately by the County).
 - vi. The Responder shall include all applicable requested information and is encouraged to include any additional information the Responder wishes to be considered. If the response includes any comments over and above the specific information requested in the RFQ, the Responder shall include such information as a separate Exhibit B-3 to the response.
 - vii. The Responder shall clearly write in ink or type-write all information requested in this RFQ and shall complete all blanks in the RFQ.
 - viii. A person duly authorized to legally bind the Responder shall execute all required documents in ink.
 - ix. Each copy of the response should be bound in a single volume where practical.
 - x. All Responders submitting a response in this competitive selection process are responsible for all errors in their response.
- o. To maintain the integrity of the competitive selection process, all contacts and discussions shall be directed to the County Manager, or their designee.
- p. Verbal comments or discussions with County Elected Officials or employees relative to this RFQ shall not be binding on the County.

- q. The successful Responder may be required to provide a performance bond and a payment bond if such is required to satisfy the requirements of Florida law for public agency projects. A bid bond shall not be required for this RFQ. Each Responder must submit satisfactory information to verify their ability to satisfy the necessary bond requirements of the County, if any.
- r. All responses must include the following information for the Responder and all named subcontractors, if any. The following information shall be described in Exhibit B-1 except for the credit report described in subsection i.d. below.
 - i. **QUALIFICATIONS (Exhibit B-1)**
 - a. An overview of the Responder and all named subcontractors, if any, including, if applicable, the number of business officers, partners, members, shareholders and professionals employed by the Responder.
 - b. The number and type of governmental clients served and the number and type of private sector clients served in projects similar to the subject project.
 - c. A description of any disciplinary actions or lawsuits that have been instituted or proposed against the Responder and any named subcontractors during the last three (3) years, which includes a final or expected outcome, and any pending disciplinary matters or lawsuits of which the Responder is aware (these disclosure requirements pertain to all officers, directors, shareholders, partners, members and other licensed individuals employed by the responder or by any named subcontractors).
 - d. If requested by the County, a credit report prepared within sixty (60) days of the request by the County demonstrating the financial viability of the Responder. Such report may be provided by a reputable, independent credit reporting agency and will have to be submitted to the County upon the County's request for same.
 - e. The selected Responder will be required to acquire general commercial liability insurance coverage of not less than Three Million Dollars (\$3,000,000.00), workers' compensation coverage as required by Florida law, vehicle insurance coverage of not less than One Million Dollars (\$1,000,000.00), professional liability coverage of not less than One Million Dollars (\$1,000,000.00), and other insurance coverages that are required by the County. Each Responder shall submit evidence of the Responder's ability to acquire the necessary insurance coverages.
 - f. Evidence of whether the Responder, or any named subcontractors, has ever failed to provide similar professional services to a contracting party that is a government agency or otherwise similar to the County.
 - g. Evidence of whether the Responder, or any named subcontractors, has ever been refused approval by any Federal, State, or other government agency as a responder on a similar RFQ.
 - h. Description of experience and familiarity with project of a similar nature, including dates, description, budget, final cost, time schedule, change orders and compensation received in connection with work performed.

ii. STAFFING (Exhibit B-1 continued)

- a. Description of the Responders' current and projected workloads and the management structure or organization proposed for the provision of the services necessary to meet the County's needs for the professional services required for the County.
- b. To reiterate, if named subcontractors or subconsultants will be used for any services, this arrangement must be adequately explained and the qualifications of the participating named subcontractor(s) or subconsultant(s) should be disclosed.
- c. Indication of the business office of the Responder that will staff the upcoming engagement with the County and the name of the principal responsible representative of the Responder for the County.
- d. Provide brief resumes of the individuals that will be involved with the upcoming engagement, including but not limited to:
 - (1) formal and any supplemental education;
 - (2) a list of governmental/private clients served by each staff member;
 - (3) length of time with the responder;
 - (4) qualifications/abilities to be utilized for the County.
- e. Provide a statement of whether the Responder has a Drug Free Workplace Policy.
 - (1) The Responder shall be required to execute Exhibit C attached hereto concerning the Responder's Drug-Free Workplace Program.
- f. The Responder should indicate whether it or any of its named subcontractors are a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

iii. APPROACH TO PROFESSIONAL SERVICES (Exhibit B-1 continued)

- a. Describe the Responder's expectations for administrative assistance and dialogue between the Responder, the County and others (i.e. anticipated meetings, conferences, interviews).
- b. Please provide a list of the last five (5) professional services contracts entered into with government agencies under similar factual circumstances. The list must include the following information:
 - (1) names of contracting parties;
 - (2) name, address, telephone number and email address of contact person for the contracting government agency;
 - (3) date of contract;
 - (4) general scope of work provided;
 - (5) any other relevant information concerning the project scope of work for the professional services provided.
- c. Please provide a list of no less than three (3) and preferably five (5) references. Each reference must include the following information:
 - (1) name of reference;

- (2) name of contact person for the reference;
- (3) telephone number of the contact person for the reference;
- (4) address of the contact person for the reference;
- (5) electronic mail address of the contact person for the reference;
- (6) facsimile number of the contact person for the reference.

d. Please provide the name, address, telephone number, and electronic mail address of the party to whom the most comparable professional services have been provided for a comparable scope of work.

s. NARRATIVE RESPONSE STATEMENT (Exhibit B-2)

Every Responder must provide a narrative statement as Exhibit B-2 of the response which provides the County with an overview of the basic professional services that will be provided to the County to satisfy the requirements of the RFQ documents and the professional services that will NOT be provided to the County. Further, the narrative statement must include a description of the Responder's past experiences in providing similar types of professional services to other similarly situated government agencies. In particular, the following topics shall be addressed in the narrative statement.

- i. The Responder's familiarity with the professional services required for the County's project, including but not limited to: design services, surveying services, engineering services, development of design alternatives, preparing environmental impact summaries, preparing final plans and specifications, preparing cost estimates, preparing bid documents, preparing contract documents, preparing permit applications, acquiring permits, performing construction oversight and inspections of the construction work, and providing other miscellaneous professional services.
- ii. How the subject professional services will be provided.
- iii. The Responder's familiarity with Federal, State and local environmental regulations, including the Federal Clean Water Act, the Federal Endangered Species Act, and Florida's Water Resources Act, and with other government regulations, including land development regulations and building code regulations, which may be applicable to the County's project.
- iv. The Responder's familiarity with regulatory staff of Federal, State and local governmental agencies from whom the County will be expected to acquire all necessary permits and authorizations for the County's project.
- v. The Responder's knowledge of road construction standards and National, State and local government road construction criteria that is applicable to the County's project.
- vi. The Responder's ability and willingness to perform routine recurring coordination with the County Manager, or their designee, in order to ensure that the final project's product is consistent with the required needs of the County and with the scope of the County's project.
- vii. The Responder's ability and willingness to provide periodic reports to the County Manager, or their designee, or to the Board of Commissioners on the status of the County's project and its progress.
- viii. The Responder's willingness to agree that the completion of the various phases of the County's project is conditioned upon the pre-approval of the County, in the County's sole

discretion, and that the County has the authority to terminate the agreement with the selected Responder and to pay for services rendered by the Responder through the date of termination.

- ix. The Responder's willingness to agree that the completion of the various phases of the project are conditioned upon the County's receipt of approval and funding from the State of Florida and that the County has the authority to terminate the agreement with the selected Responder if the project's approval or the project's funding from the State of Florida is terminated or modified during the project.
- x. Whether the Responder or any of its main subcontractors are a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

4) EVALUATION, AWARD CRITERIA, AND SELECTION PROCESS

- a) By submitting a response, each Responder recognizes and agrees that the County may reject its response based upon the County's exercise of its sole discretion. Every Responder waives any claims it may have for damages or other relief resulting directly or indirectly from the rejection of its response based on any ground whatsoever, including the County's exercise of its sole discretion and the County's disclosure of or refusal to disclose any pertinent information related to the reasons for the County's rejection of said response.
- b) The County may conduct such investigations as the County deems necessary and appropriate to assist in the evaluation of any response and to establish the responsibility, qualifications, and financial ability of any Responder.
- c) The County Manager, or their designee, shall conduct response evaluations and present recommendations to the County's Board of Commissioners for its consideration in selecting a Responder.
- d) As a first step in the evaluation process by the Review Committee, if one is used, or by the Board of County Commissioners if a Review Committee is not used, the Review Committee or the Board of County Commissioners shall determine which responders are "qualified" to perform the requested professional services. As a part of the determination of which Responders are qualified, the Review Committee or the Board of County Commissioners shall consider factors that include, but are not limited to, each Responder's: capabilities, adequacy of personnel, past record, and experience of the Responder and the Responder's named subcontractors, if any.
- e) Upon determining which Responders are qualified to perform the professional services requested in this RFQ, the Board of County Commissioners will evaluate each qualified response and select and/or rank no fewer than three (3) of the qualified Responders, if there are at least three (3) qualified Responders, using factors that include, but are not limited to:
 - i. Completeness and accuracy of the response;
 - ii. Compliance with the specifications requirements;
 - iii. Abilities of each Responder's personnel;
 - iv. Who is being proposed as subcontractors, if any;
 - v. Past performance and relevant experience;
 - vi. Willingness to meet time and budget requirements;
 - vii. Location of designated business office;
 - viii. Current and projected workloads;
 - ix. Whether a Responder is a certified minority business enterprise;
 - x. Whether a Responder has a Drug Free Workplace Policy; and,
 - xi. The volume of work previously awarded to each Responder.

- f) The County may invite the Responders to make public presentations regarding their responses at a public meeting of the Review Committee or the Board of County Commissioners prior to the Review Committee or the Board of County Commissioners taking official action to determine which Responders are qualified Responders or prior to the Board of County Commissioners taking official action to select and/or rank the qualified Responders.
- g) The Board of County Commissioners anticipates evaluating each response using the above referenced factors and evaluation process outlined above. In the alternative, the Board of County Commissioners may unilaterally select different selection factors or a different selection process which satisfies the requirements of Florida law.
- h) The Board of County Commissioners reserves the right to waive any and all deficiencies in any response, in its sole discretion. Further, the Board of County Commissioners reserves the right to accept the response that, in its judgment, will be in the best interest of the County or to reject any or all responses, in its sole discretion, and to take such other and further action as the Board of County Commissioners deems appropriate and in the best interest of the County, in its sole discretion. The County reserves the right to re-advertise for additional responses to the Request for Qualifications, in its sole discretion.
- i) Once the Board of County Commissioners has held a public meeting to select/rank the Responders, the individual(s) designated by the Board of County Commissioners as the County's negotiating team may schedule a meeting to negotiate a satisfactory Agreement between the County and the highest ranked Responder selected by the Board of County Commissioners. If an agreement cannot be reached within a reasonable period of time, in the County's sole discretion, the negotiations with said Responder shall be formally terminated through the declaration of an impasse and no further action may be taken to enter into an Agreement with said Responder. If the Responders are ranked and if an impasse is declared with the highest ranked Responder, the Agreement negotiating process described above may occur with the second ranked Responder, and thereafter the same Agreement negotiation process may be used with each of the next ranked Responders until an Agreement is successfully negotiated with a Responder who has been determined to be qualified by the County.
- j) The County reserves the right to divide the total scope of professional services between multiple qualified Responders. As an example, the County may select/rank one of the Responders as the highest ranked Responder to provide the design, engineering, permitting and preconstruction aspect of the Project and the County may select/rank a different Responder as the highest ranked Responder to provide the professional services related to the separate construction phase oversight and inspection aspect of the Project. The County reserves the right to negotiate all Agreement terms and provisions. The negotiating team designated by the Board of County Commissioners will negotiate the scope and quality of services being offered and will attempt to reach a final Agreement with a Responder subject to final review and approval of the Agreement with a Responder by the Board of County Commissioners in the Board of County Commissioners' sole discretion.
- k) It is anticipated that any Agreement between the County and a Responder will include agreement articles which provide that there will be a GUARANTEED MAXIMUM NOT TO EXCEED AGREEMENT PRICE except for amendments to the scope of work that are pre-approved in writing by both parties. It is further anticipated that any Agreement between the County and a Responder will include an Agreement article which acknowledges that the completion of the

various phases of the Project are conditioned upon the County's receipt of approval and funding from the State of Florida and that the County has the authority to terminate the Agreement with the selected Responder and to pay for professional services provided only up through the date of termination if the Project's approval or Project's funding from the State of Florida is terminated or modified during the Project.

- l) Upon successful negotiation of an Agreement with one of the selected/ranked Responders, the County's negotiating team shall present the proposed Agreement that has been successfully negotiated with the Selected Responder to the Board of County Commissioners for consideration and possible approval. The Board of County Commissioners may accept or reject the proposed Agreement, in the Board of County Commissioners' sole discretion, and thereafter authorize the execution of the accepted proposed Agreement or the continuation of negotiations or the termination of negotiations accordingly.
- m) The County anticipates entering into an Agreement with a qualified Responder who is selected/ranked by the Board of County Commissioners using the selection process described above. In the event the County is not successful in negotiating an Agreement with any of the Responders selected/ranked by the Board of County Commissioners, the Board of County Commissioners may reopen and/or terminate continued formal negotiations with any one of the qualified Responders, in the Board of County Commissioners' sole discretion; however, the negotiating team shall not negotiate with more than one Responder at a time. Further, if the negotiating team designated by the Board of County Commissioners is unable to negotiate a satisfactory Agreement with one of the selected/ranked Responders, the Board of County Commissioners may select/rank additional qualified Responders and continue negotiations in accordance with the process outlined herein until an Agreement is reached with a qualified Responder, or the Board of County Commissioners may terminate all negotiations and re-advertise for additional responses, in the Board of County Commissioners' sole discretion.
- n) All Responders will be notified of the Board of County Commissioners' decision on the selecting/ranking of the Responders within seven (7) calendar days after the date of the said action.
- o) Interested parties are advised to contact the County Manager, or their designee, for the date, time, and agenda of any public meeting of the Board of County Commissioners where the Board of County Commissioners will be evaluating and possibly selecting/ranking Responders.
- p) In all cases, the Board of County Commissioners reserves the authority, in its sole discretion, to take such official action that it deems to be in the best interest of the County in a manner which satisfies the requirements of Florida law.
- q) By submitting a response, each Responder recognizes and agrees that the County may reject its response based upon the County's exercise of its sole discretion. Every Responder waives any claims it may have for damages or other relief resulting directly or indirectly from the rejection of its response based upon any ground whatsoever including the County's exercise of its sole discretion and the County's disclosure of, or refusal to disclose, any pertinent information related to the reasons for the County's rejection of said response.

5) POST AWARD REQUIREMENTS

a) EXECUTION OF AGREEMENT

The successful Responder shall sign and deliver the negotiated Agreement with the County and such other required Agreement Documents to the County within fourteen (14) calendar days after the Agreement has been approved by the Board of County Commissioners. This RFQ and the successful Responder's response shall be incorporated into, and made a part of, the Agreement.

b) DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS

When the successful Responder delivers the executed Agreement, or an appropriate amendment thereto, to the County, the successful Responder shall also deliver to the County such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

6) GENERAL INFORMATION AND REQUIREMENTS

a) AFFIRMATIVE ACTION

The successful Responder, upon entering into an Agreement with the County, shall take affirmative action to comply with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and treatment of all employees, without regard to, or discrimination by, reasons of, race, color, sex, religion, national origin, disability, or marital status.

b) AMBIGUOUS OFFERS

Responses that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded by the County, in the County's sole discretion.

c) EXPLANATION TO PROSPECTIVE RESPONDERS

Every effort has been made to ensure that all information needed to prepare a response is included in this RFQ. If a Responder finds the Responder cannot complete their response without additional information, the Responder may submit written questions to the County Manager, or their designee, before the deadline set forth herein. No further questions will be accepted after the deadline set forth herein of 5:00 p.m. EDT on June 6, 2023.

d) AMENDMENTS

All amendments to and interpretations of this RFQ shall be in writing and signed by the County. Any amendments or interpretations that are not signed and in writing shall not legally bind the County or its agents. It is the Responder's responsibility to acknowledge receipt of amendments by signing and returning one (1) copy of the amendment with their response submittal. All addenda to the RFQ shall be issued by the County in writing and, to the greatest extent possible, the County will provide a copy of the written addenda to firms and individuals who have indicated an interest in responding to the RFQ; however, it is the sole responsibility of each interested firm or individual to inquire of the County as to whether any addenda have been issued and the County shall incur no liability for failing to provide a copy of any addenda to any firm or individual.

e) LIMITATIONS ON DISCUSSIONS

By a submission of a response to this solicitation, each Responder agrees that during the time following issuance of the RFQ and prior to final award of an Agreement, each Responder shall not discuss this competitive selection process with any party except the County Manager, or their designee, and the Agreement negotiation team designated by the County Board of County Commissioners. No Responder shall attempt to negotiate with any other parties, and no

Responder shall discuss any aspects of the competitive selection process with any other parties without the prior written approval of the County Manager, or their designee.

f) REJECTION OR ACCEPTANCE OF RESPONSES; WAIVER OF TECHNICALITIES AND IRREGULARITIES

- i. The County reserves the unqualified right, in the County's sole discretion, to reject any and all responses or accept such responses, as appears in the County's own best interest.
- ii. The County reserves the unqualified right, in the County's sole discretion, to waive technicalities or irregularities of any kind in responses made pursuant to this RFQ.
- iii. In all cases, the County shall be the sole judge, in the County's sole discretion, as to whether a Responder's response has or has not satisfactorily met the requirements of a response made pursuant to this RFQ.
- iv. The County, in the County's sole discretion, may reject any response that fails to conform to the requirements of the RFQ.
- v. The County, in the County's sole discretion, may reject any response that does not conform to the applicable specifications unless the RFQ authorized the submission of alternate responses and the services offered as alternates meet the requirements specified in the RFQ.
- vi. The County, in the County's sole discretion, may reject any response that fails to conform to any delivery schedule or permissible alternates stated in the RFQ.
- vii. The County, in the County's sole discretion, may reject a response when the Responder imposes conditions that would modify requirements of the RFQ or limit the Responder's liability to the County.
- viii. A Responder may be required to delete objectionable conditions from a response by the County, in the County's sole discretion.
- ix. Responses received from any person or entity that is suspended, debarred, proposed for debarment or declared ineligible as of the response opening date shall be rejected unless a compelling reason is made by the Responder and accepted by the County.
- x. The Board of County Commissioners may reject responses received from Responders where the response is determined by the Board of County Commissioners, in their sole discretion, to be non-responsive.
- xi. The originals of all rejected responses, and any written findings with respect to such rejections, shall be preserved with the papers relating to the RFQ.

g) COMPLETE DOCUMENTS

All supplementary documents and attachments are essential parts of this RFQ and the requirements occurring in one are as binding as though occurring in all.

h) RFQ ADMINISTRATION

Questions or problems arising during the RFQ award process shall be directed to the County Manager, or their designee.

- j) **PUBLIC ENTITY CRIMES**
Section 287.133 (3) (a), Florida Statutes requires submission of a sworn statement regarding Public Entity Crimes which must be signed and notarized and submitted with the response for the Responder and all named subcontractors, if any. A form for this purpose is attached hereto as Exhibit F.
- k) **WITHDRAWAL OF RESPONSES**
Responses may be withdrawn either in writing or in person through an authorized representative at any time prior to the RFQ submission deadline. After the RFQ submission deadline, responses may not be withdrawn or modified except to the extent agreed to by the County during subsequent Agreement negotiations.
- l) **RESPONSES AS PROPERTY OF THE COUNTY**
Once a response is received, it becomes the property of the County and may not be returned to Responders even when they are withdrawn from consideration.
- m) **PUBLIC INSPECTION OF RESPONSES**
Responses may be made available for public inspection at the time described in Section 119.071, Florida Statutes.
- n) **RIGHT OF REJECTION**
To reiterate, in all instances, the County shall have the unilateral right to reject any and all responses and waive any and all deficiencies or irregularities in any responses submitted by any Responder in the County's sole discretion, and in a manner which satisfies Florida law. In particular, the failure of any Responder to satisfy all requirements of this Request for Qualifications may result in the rejection of the Responder's response by the County, in the County's sole discretion.
- o) **NON-DISCRIMINATION**
The County does not discriminate on the basis of age, race, color, sex, religion, national origin, disability or marital status.
- p) **SWORN RESPONSE**
All responses must be executed and dated on Page 16 by an authorized representative of the Responder who must also print the name, title, mailing address, telephone number, facsimile number, e-mail address, and occupational license number of the Responder. Each Responder must execute their response under oath in the presence of a notary public who must complete a notarization paragraph.
- q) **AFFIRMATIONS**
Each Responder shall be required to include signed and notarized written Affirmations with their response. The form of the Affirmations that must be signed, notarized and submitted with each response is attached hereto as Exhibit E.
- r) **NO LOCAL PREFERENCE**
To ensure fair, open and competitive selection of qualified Responders, no local preference shall be given to any Responder.
- s) **POSSIBLE AGREEMENT TERMS**
The following Agreement concepts/terms may be included in the Agreement, verbatim or in a modified form, between the County and the selected Responder in addition to other Agreement concept/terms negotiated by the parties. By including the following Agreement concepts/terms in this RFQ, the County is not bound to agree to the Agreement concepts/terms as specifically written herein and all terms of the final Agreement are subject to the final approval of the

County's Board of County Commissioners in the sole discretion of the Board of County Commissioners.

i. Default

In case of default by the successful Responder, the County reserves the right to purchase any or all services in open market, charging said Responder with any excess costs. Should such charges be assessed, no subsequent Responses of the defaulting Responder shall be considered until the assessed charges have been satisfied.

ii. Subcontracts

The Responder shall not subcontract work without the prior written consent of the County, and any such subcontract entered without consent of the County shall be null and void. If the Responder proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake. The County shall have the right to reject any subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. The Responder shall not enter into any cost reimbursable agreements with any proposed subcontractor without the County's prior written authorization. Notwithstanding any consent by the County to a proposed subcontract, the Responder shall remain responsible for all subcontracted work and services. The Responder agrees it shall be as fully responsible to the County for the acts and omission of its subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by the Responder. Neither this provision, the Agreement, the County's authorization of the Responder's agreement with a subcontractor, the County's inspection of a subcontractor's facilities or work, or any other action taken by the County in relation to a subcontractor shall create any contractual relationship between any subcontractor and the County. The Responder shall include in each of its subcontracts a provision embodying the substance of this provision and shall exhibit a copy thereof to the County before commencement of any work by a subcontractor. The Responder's violation of this provision shall be grounds for the County's termination of the Responder's Agreement for default, without notice or opportunity for cure. In addition, the Responder shall indemnify and hold the County harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of the Responder (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

iii. Florida Sales Tax

The County is not subject to sales taxes on purchases of goods and services; therefore, the County may, in its sole discretion, procure certain goods or services for the purpose of saving the cost of sales taxes and all of said cost savings shall be for the sole benefit and credit of the County.

iv. Indemnification

The Responder shall indemnify, defend and hold harmless the County, its employees, elected officials, agents, attorneys, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Responder or anyone acting under its direction or control or in its behalf in the course of its performance under the Agreement to be entered hereunder, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of the Responder or an agent of the Responder or an employee of any one of them, regardless of the negligence of the County or its employees, be it active or passive, except where such

loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the County. Upon request of the County, Responder shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and Responder shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above. The terms of the indemnification of the County in the Agreement shall survive the termination of the Agreement.

v. Severability

If any term or provision of any Agreement resulting from this competitive selection process shall be found to be illegal or unenforceable, notwithstanding any such illegality or unenforceability, the remainder of said Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

vi. E-Verify

The successful Responder, upon entering into an Agreement with the County, shall, unless specifically waived by the County, utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

vii. In particular, and not by way of limitation, the successful Responder shall verify that they understand, and agree to comply with, Section 20.055(5), Florida Statutes.

t) FAILURE TO SUBMIT RESPONSE

Recipients of this solicitation not responding with a response should return the "No Response Form" attached as Exhibit D hereto.

The undersigned Responder has read and understands the provisions contained in the RFQ and agrees to be bound by same.

RESPONDER

(Name of Corporation or Entity) _____

By: _____

Signature

Name: _____

Title: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Email Address: _____

FEIN/Number: _____

Occupational/Professional License Number (or equivalent) _____

Date: _____

THIS PAGE AND NOTARY PAGE MUST BE RETURNED WITH RESPONSE

NOTARY ON NEXT PAGE

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by [] physical presence or [] online notarization this ___ day of _____, 2023, by _____, _____(title) of _____(responder), a _____entity, on behalf of _____(responder), who is personally known or produced _____ as identification _____

Notary Public

Print Name

NOTARY SEAL

EXHIBIT A
DESCRIPTION OF SCOPE OF WORK

The general scope of the project is the provision of professional services related to a road construction (road resurfacing) project in Glades County which is generally known as the Lake Drive West (from South of Trout Street to SR 78) Construction Project, FDOT Project No. 446328-1. The selected individual or firm must be capable of providing the County with complete professional services for the design, permitting, site preparation, and/or construction phase of the project. The selected individual or firm should be able to demonstrate adequate experience in dealing with public works projects, including but not limited to, all aspects of site design, planning, permitting, letting of subcontracts, construction oversight, and construction. Experience with the construction contracting process and the bidding out of construction work is required as is the ability to administer the construction project for the County. The selected individual or firm should be familiar with all aspects of the design work related to road construction projects and with feasibility and/or compatibility studies for same and with the permitting and construction of same. The Responder's familiarity with the professional services required for the County's project, including but not limited to: design services, surveying services, engineering services, development of design alternatives, preparing environmental impact summaries, preparing final plans and specifications, preparing cost estimates, preparing bid documents, preparing contract documents, preparing permit applications, acquiring permits, performing construction oversight and inspections of the construction work, and providing other miscellaneous professional services.

The County reserves the right to divide the total scope of professional services between multiple qualified Responders. As an example, the County may select/rank one of the Responders as the highest ranked Responder to provide the design, engineering, permitting and preconstruction aspects of the Project and the County may select/rank a different Responder as the highest ranked Responder to provide the professional services related to the separate construction phase oversight and inspection aspect of the Project.

EXHIBIT B
BASIC RESPONSE SUBMITTALS

The completion of Exhibit B-1, Exhibit B-2, and Exhibit B-3, referenced below, will provide basic information about the Responder and the Responder's basic professional services that will be provided to the County. If there are separate entities which are providing the professional services, and if there are any known subcontractors who will be providing any part of the professional services, the information required in this RFQ must be provided for each of the separate entities.

1. The Responder shall submit, as Exhibit B-1 of the response, a description of qualifications and relevant experience of the Responder. Exhibit B-1 must include separate descriptions of qualifications and relevant experience of the Responder and any named subcontractors, if they are separate entities. At a minimum, Exhibit B-1 must include a description of the following qualifications and relevant experience items:
 - a. An overview of the Responder and all named subcontractors, if any, including, if applicable, the number of business officers, partners, members, shareholders and professionals employed by the Responder.
 - b. The number and type of governmental clients served and the number and type of private sector clients served in project similar to the subject project.
 - c. A description of any disciplinary actions or lawsuits that have been instituted or proposed against the Responder and any named subcontractors during the last three (3) years, which includes a final or expected outcome, and any pending disciplinary matters or lawsuits of which the Responder is aware (these disclosure requirements pertain to all officers, directors, shareholders, partners, members and other licensed individuals employed by the responder or by any named subcontractors).
 - d. If requested by the County, a credit report prepared within sixty (60) days of the request by the County demonstrating the financial viability of the Responder. Such report may be provided by a reputable, independent credit reporting agency and will have to be submitted to the County upon the County's request for same.
 - e. The selected Responder will be required to acquire general commercial liability insurance coverage of not less than Three Million Dollars (\$3,000,000.00), workers' compensation coverage as required by Florida law, vehicle insurance coverage of not less than One Million Dollars (\$1,000,000.00), professional liability coverage of not less than One Million Dollars (\$1,000,000.00), and other insurance coverages that are required by the County. Each Responder shall submit evidence of the Responder's ability to acquire the necessary insurance coverages.
 - f. Evidence of whether the Responder, or any named subcontractors, has ever failed to provide similar professional services to a contracting party that is a government agency or otherwise similar to the County.
 - g. Evidence of whether the Responder, or any named subcontractors, has ever been refused approval by any Federal, State, or other government agency as a responder on a similar RFQ.
 - h. Description of experience and familiarity with projects of a similar nature, including dates, description, budget, final cost, time schedule, change orders and compensation received in connection with work performed.

- i. Description of the Responders' current and projected workloads and the management structure or organization proposed for the provision of the services necessary to meet the County's needs for the professional services required for the County.
- j. To reiterate, if named subcontractors or subconsultants will be used for any services, this arrangement must be adequately explained and the qualifications of the participating named subcontractor(s) or subconsultant(s) should be disclosed.
- k. Indication of the business office of the Responder that will staff the upcoming engagement with the County and the name of the principal responsible representative of the Responder for the County.
- l. Provide brief resumes of the individuals that will be involved with the upcoming engagement, including but not limited to:
 - (1) formal and any supplemental education;
 - (2) a list of governmental/private clients served by each staff member;
 - (3) length of time with the responder;
 - (4) qualifications/abilities to be utilized for the County.
- m. Provide a statement of whether the Responder has a Drug Free Workplace Policy.
 - (1) The Responder shall be required to execute Exhibit C attached hereto concerning the Responder's Drug-Free Workplace Program.
- n. The Responder should indicate whether it or any of its named subcontractors are a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
- o. Describe the Responder's expectations for administrative assistance and dialogue between the Responder, the County and others (i.e. anticipated meetings, conferences, interviews).
- p. Please provide a list of the last five (5) professional services contracts entered into with government agencies under similar factual circumstances. The list must include the following information:
 - (1) names of contracting parties;
 - (2) name, address, telephone number and email address of contact person for the contracting government agency;
 - (3) date of contract;
 - (4) general scope of work provided;
 - (5) any other relevant information concerning the project scope of work for the professional services provided.
- q. Please provide a list of no less than three (3) and preferably five (5) references. Each reference must include the following information:
 - (1) name of reference;
 - (2) name of contact person for the reference;
 - (3) telephone number of the contact person for the reference;
 - (4) address of the contact person for the reference;
 - (5) electronic mail address of the contact person for the reference;

(6) facsimile number of the contact person for the reference.

- r. Please provide the name, address, telephone number, and electronic mail address of the party to whom the most comparable professional services have been provided for a comparable scope of work.

2. NARRATIVE RESPONSE STATEMENT (Exhibit B-2)

Every Responder must provide a narrative statement as Exhibit B-2 of the response which provides the County with an overview of the basic professional services that will be provided to the County to satisfy the requirements of the RFQ documents and the professional services that will NOT be provided to the County. Further, the narrative statement must include a description of the Responder's past experiences in providing similar types of professional services to other similarly situated government agencies. In particular, the following topics shall be addressed in the narrative statement.

- a. The Responder's familiarity with the professional services required for the County's project, including but not limited to: design services, surveying services, engineering services, development of design alternatives, preparing environmental impact summaries, preparing final plans and specifications, preparing cost estimates, preparing bid documents, preparing contract documents, preparing permit applications, acquiring permits, performing construction oversight and inspections of the construction work, and providing other miscellaneous professional services.
- b. How the subject professional services will be provided.
- c. The Responder's familiarity with Federal, State and local environmental regulations, including the Federal Clean Water Act, the Federal Endangered Species Act, and Florida's Water Resources Act, and with other government regulations, including land development regulations and building code regulations, which may be applicable to the County's project.
- d. The Responder's familiarity with regulatory staff of Federal, State and local governmental agencies from whom the County will be expected to acquire all necessary permits and authorizations for the County's project.
- e. The Responder's knowledge of road construction standards and National, State and local government road construction criteria that is applicable to the County's project.
- f. The Responder's ability and willingness to perform routine recurring coordination with the County Manager, or their designee, in order to ensure that the final project's product are consistent with the required needs of the County and with the scope of the County's project.
- g. The Responder's ability and willingness to provide periodic reports to the County Manager, or their designee, or to the Board of Commissioners on the status of the County's project and its progress.
- h. The Responder's willingness to agree that the completion of the various phases of the County's project are conditioned upon the pre-approval of the County, in the County's sole discretion, and that the County has the authority to terminate the agreement with the selected Responder and to pay for services rendered by the Responder through the date of termination.

- i. The Responder's willingness to agree that the completion of the various phases of the project are conditioned upon the County's receipt of approval and funding from the State of Florida and that the County has the authority to terminate the agreement with the selected Responder if the project's approval or the project's funding from the State of Florida is terminated or modified during the project.
- j. Whether the Responder or any of its main subcontractors are a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
- k. Every Responder must provide a narrative statement which provides the County with an overview of the basic professional services that will be provided to the County to satisfy the requirements of the County's project and the professional services that will NOT be provided to the County related to the County's project.
- l. Each Responder may include in their response, as a part of their Exhibit B-2 narrative statement, a description of what they believe differentiates the Responder and their response from other Responders and their responses for the benefit of the County.

3. FINANCIAL QUALIFICATIONS

If requested by the County by an Addendum to this RFQ or as a separate request to the selected successful Responder, all Responders, or the successful Responder, as the case may be, must provide, in writing, a description of the Responder's financial qualifications to perform the County's project. Separate descriptions of the financial qualifications of the Responder and any named subcontractors who are going to provide professional services must be separately included in the written statement of financial qualifications of the Responder. At a minimum, the written statement of financial qualifications must include the following information.

- a. Quarterly Financial Statements for the last four quarters of the Responder.
- b. The most recent Annual Financial Statement for the Responder.
- c. A letter from the Responder's bonding company stating the available bonding capacity of the Responder.
- d. A credit report prepared within sixty (60) days of submission of the written statement of financial qualifications demonstrating the financial viability of the Responder. Such report may be provided by a reputable, independent credit reporting agency and may be sealed in a separate envelope that will be opened only by the County.
- e. Include a list of recent project's bonding amounts and any claims filed against such bonds.

4. ADDITIONAL INFORMATION

The Responder may include in their response, as their Exhibit B-3, any additional information over and above the specific information requested in the RFQ which the Responder believes may assist the County in the County's selection process.

**EXHIBIT B-1
QUALIFICATIONS**

Attach the qualifications of the Responder required in Exhibit B, Section 1, above.

EXHIBIT B-2
NARRATIVE STATEMENT

Attach the Narrative Statement of the Responder required in Exhibit B, Section 2 above.

**EXHIBIT B-3
ADDITIONAL INFORMATION**

Attach any additional information of the Responder as referenced in the Instructions section of the RFQ.

EXHIBIT C
DRUG FREE WORKPLACE AFFIRMATION

The Responder affirms that, at all times material hereto and throughout the term of the Responder's Agreement with Glades County, Florida ("County") entered into pursuant to this RFQ, the Responder 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 Responder'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 any work under the RFQ for the County a copy of the statement required in subsection (1) above.
4. In the statement specified in subsection (1), notify the Responder's employees that, as a condition of working on any of the project for the County, the employee will abide by the terms of the statement published under subsection (1) above and will notify the Responder of any conviction of, or plea of guilty or nolo contendere to, any violation of federal law or Florida law concerning the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance 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 convicted of the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as referenced above.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this Drug-Free Workplace Affirmation.

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

[NEXT PAGE FOR SIGNATURE]

Responder's Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by physical presence or online notarization this ___ day of _____, 2023, by _____, _____(title) of _____(responder), a _____entity, on behalf of _____(responder), who is personally known or produced _____ as identification _____

Notary Public

Print Name

NOTARY SEAL

EXHIBIT D
NO RESPONSE STATEMENT

If a "No Response Statement" is to be submitted, please check the appropriate box(es) below and return this form, prior to the response opening date, to the County Manager, or their designee, at 500 Avenue J, Moore Haven, Florida 33471. Responder, _____, elects to not respond to this RFQ due to the following reason(s):

- Does not provide the requested services
- Cannot comply with specifications/statement of work
- The specifications/statement of work is unclear
- Cannot meet the delivery or period of performance
- The delivery/period of performance is unreasonable
- Cannot meet the bond requirements
- There is not enough time to prepare a response
- Responder plans to be a subcontractor on the project
- The project is too large
- The project is too small
- Other (please specify)

Signature

Print Name and Title

For Responder (name)

Date

EXHIBIT E
AFFIRMATIONS

- 1) Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by Glades County, Florida (“County”) for this response, and further, no County official or employee is directly interested in the outcome of this matter. This response is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other Responder or person, firm, or corporation, to put in a sham response, or to have any other person, firm or corporation refrain from responding. Further, the Responder has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said response or responses of any other Responder, or to secure any advantage against the County or any person, firm, or corporation.
- 2) The below signed Responder agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land. The Responder further agrees to hold harmless, defend and indemnify the County and its agents from any losses, including attorney’s fees, incurred as a result of the Responder’s failure to abide by any applicable Anti-Discrimination laws.
- 3) The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this response are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.
- 4) The Responder represents that the Responder has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Request for Qualifications (RFQ) Documents, the Work project, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EO’s), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications which are applicable to the project and the scope of work or that may in any manner affect performance of the Work.
- 5) The Responder shall comply with all requirements, stipulations, terms, and conditions as stated in the RFQ documents.
- 6) The Responder currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFQ.
- 7) The Affiant named below is officially authorized to represent the Responder in whose name the response is submitted.
- 8) The undersigned hereby agrees to abide by all of the terms and conditions of the RFQ.
- 9) The Responder hereby warrants that the Responder has all required licenses, if any, to perform the services required by this RFQ and that such licenses will be in full force and effect throughout the duration of the performance of the scope of work of the RFQ and that any and all subcontractors to be employed by the Responder shall have all appropriate licenses to provide the services required under their subcontract.

- 10) The Responder hereby warrants that all services to be provided under this RFQ shall be completed in a timely fashion pursuant to an Agreement with the County and that time is of the essence.
- 11) The Responder agrees that if requested by the County, the Responder shall furnish additional information, references, financial statements, and other information for the County to sufficiently evaluate the Responder's response and the Responder's ability to perform the scope of work of the RFQ for an agreed upon Guaranteed Maximum Price and Completion Date, if any.

Dated: _____

Signature

Printed Name and Title

Name of Responder

Address

Address

Telephone Number

Facsimile Number

Electronic Mail Address

Occupational License Number

EIN

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by [] physical presence or [] online notarization this ___ day of _____, 2023, by _____, _____(title) of _____ (responder), a _____ entity, on behalf of _____(responder), who is personally known or produced _____ as identification _____

Notary Public

Print Name

NOTARY SEAL

**EXHIBIT F
PUBLIC ENTITY CRIME AFFIDAVIT**

THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

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

1. This sworn statement is submitted to the Glades County, Florida, by:

(Printed individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

2. I understand that a "public entity crime" as defined in §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 any agency or political subdivision of any other state or with 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.
3. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in §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 (responds) or applies to bid (respond) on contracts

for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

I understand that the submission of this form to the County identified in Paragraph 1 above is for the County only, and that this form is valid through December 31 of the calendar year in which it is filed.

Affiant Signature

Print name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by _____, as _____ (title) of _____ (Responder), a _____ entity, on behalf of _____ (Responder) this ____ day of _____, 2020.

Personally Known or Produced Identification

Type of Identification Produced _____

Notary Public

Print Name

NOTARY SEAL