



**CITY COUNCIL OF THE  
CITY OF FREEPORT, FLORIDA**

**REQUEST FOR QUALIFICATIONS  
*For*  
**PROFESSIONAL  
ENGINEERING CONSULTANT SERVICES  
MARQUIS CROSSING WEST****

The City Council of the City of Freeport (the “City”) is requesting qualifications from firms or individuals licensed to practice in the State of Florida for professional engineering and consulting services to design the Marquis Crossing West Connector Road that will connect Shipyard Road to US-331 at the Marquis Road signalized intersection.

**RFQ DEADLINE: December 14, 2023 no later than 2:00PM (local time) and will open immediately thereafter.**

**LATE SUBMITTALS RECEIVED AFTER THE FOREMENTIONED DEADLINE DATE, EITHER BY MAIL OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE FINANCE OFFICER’S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE RFQ IS RECEIVED IN THE FINANCE OFFICER’S OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC, OR ORAL RFQ WILL BE ACCEPTED.**

**OUR AREA IS NOT A DESIGNATED OVERNIGHT FED EX DELIVERY. [NOTE ANY OFFICE CLOSURES]  
BIDDER IS RESPONSIBLE FOR THE DELIVERY OF ITS SUBMITTAL.**

To be considered, Firm/Team must submit an original on thumb drive along with five (5) hard copies of Statement of Qualifications in a sealed envelope or package, clearly marked with the Firm/Team’s name and address, and the words” **Professional Engineering Services Marquis Crossing West**” addressed to:

City Manager  
 112 Highway 20 West  
 Freeport, FL 32439

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***SECTION 1 – INTRODUCTION:***

The City is requesting Letters of Interest from qualified and experienced firms/teams for “Professional Services” as governed by Florida Statute (FS) 287.055. The intent of this solicitation is to acquire a contract with a Florida Licensed Engineering Firm for the design and permitting of the Marquis Crossing West Connector Road. Firms or Teams that can provide all of the required services listed below will be considered for this contract. Consultants may hire sub-consultants to be used for portions of the required services; however, the primary consultant shall be responsible for all of the work performed. The project will require surveying, environmental evaluations, environmental permitting (ACOE and DEP), hydraulic modeling (HEC-RAS), roadway design, and bridge design. The project is an off-state highway project that will be owned by the City of Freeport. The preliminary alignment is provided in the appendix of this RFQ and the majority of Right of Way acquisition has been completed by the City of Freeport. There are two (2) parcels that have not been acquired and the Firm or Team may be required to assist the City of Freeport with these last two acquisitions.

**Letter of Interest** should be prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually. The letter should include summary information on the firm’s history, offices, and personnel that will support the requested services, resources to accomplish the work, and summary of personnel experience and key projects.

***SECTION 2 – SCOPE OF WORK***

**2.1 Services Required:**

The intent of this solicitation is to acquire an engineering firm or team that can complete the design and permitting for the new roadway and bridge that will include approximately

1500 feet of elevated concrete two-lane bridge (HL-93 Loading) and approximately 1000 feet of 22' wide paved public roadway. The proposed bridge shall be an elevated prefabricated concrete bridge with a maximum of 40' spans that can be constructed from top down over Lafayette Creek to connect Shipyard Road to the existing paved Marquis Road. The bridge pilings shall be prestressed FDOT approved concrete pilings. The proposed right of way is 76 feet wide and the alignment exhibit from Geopoint Surveying depicts the proposed connection that will be completed during project construction. The funding for the project from the Legislature will be managed by FDOT and the project should generally utilize FDOT specifications with a concrete prefabricated bridge. The dredge and fill permitting that will be required on the project will be dictated by the final design however it is anticipated that the bridge will span from uplands to uplands on both sides of Lafayette Creek.

The services sought may include, but are not limited to:

- Civil Engineering Services (Roadway and Bridge Design)
- Survey Services (Boundary, Topographic, and Bathymetric Surveying)
- Environmental Engineering & Permitting Services
- Geotechnical Engineering Services
- Transportation/Traffic Engineering & Planning Services
- Cultural Resource Assessment
- Services related to Stormwater design and Bridge Hydraulic Report (BHR)

The resulting "Engineering Contract" shall provide for issuance of an individual contract for the specific purpose of a new roadway segment in the City of Freeport referred to as Marquis Crossing West design, permitting, and production of final construction plans with specifications.

## **2.2 Submittal Requirements:**

Firms/teams desiring to provide the described Professional Services shall submit one (1) original and five (5) copies of the following:

- Letter of Interest
- GSA Standard Form 330
- Statements and Documentation of qualifications
- Proof of license/certifications
- Conflict of Interest Statement
- Other Work/Litigation Experience
- Certified Minority Business Enterprise participation
- Any additional information to represent firm

**2.3 Instructions to Submitters:**

All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the submittal. Letters of interest that are substantially incomplete or lack key information, may be rejected by the City at its discretion. The selection of short-listed firms will be based on the information provided in the submittal. Information submitted with your letter of interest should include documentation to demonstrate your firm’s qualifications and abilities to provide the scope of services outlined above. The submittal should include sufficient information to permit a clear understanding of experience with similar past projects, especially in Florida, staff experience and abilities, and any other additional pertinent details to describe the team’s capabilities. The Firm or Team should also demonstrate experience with permitting similar projects through the ACOE and Department of Environmental Protection.

***SECTION 3 – PROCUREMENT RULES AND INFORMATION:***

**3.1 Contact Person:**

Mark Martin, City Manager

All technical questions regarding this Request **should be directed in writing; preferably by email to the City Manager no later than August 10, 2023 by 12:00 noon local time.** Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the Request or its amendments are binding, but any oral communications between you and us are not. **DIRECTING QUESTIONS TO ANY OTHER CITY STAFF, OR ANY OTHER PERSON IS PROHIBITED AND NO RESPONSE RECEIVED SHALL BE RELIED UPON IN ANY MANNER, AND SUCH CONDUCT SHALL RESULT IN THE SUBMITTAL BEING DISQUALIFIED.**

**3.2 Calendar of Events:**

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

**DATE/TIME**

**ACTION**

November 1, 2023	Advertise RFQ
December 7, 2023 by 5:00pm local time	Last day for questions
December 14, 2023 no later than 2:00PM local time and will open immediately thereafter	Closing date
December 15, 2023	Review Team Meeting Eddie Farris, Council President Mark Martin, City Manager Latilda Hughes-Neel, Planning Director

**3.3 Submission of Statement:**

Each Statement of Qualification should be prepared simply and economically, providing straightforward, concise delineations of firm’s capabilities to satisfy the requirements of this Request for Qualifications. Fancy bindings, colored displays, and promotional materials are not required. Emphasis is on completeness and clarity of content. In order to expedite the evaluation of the Statement of Qualifications, it is essential that firms follow format listed in Section 2.2. Statement of Qualifications is due at the time and date specified in the paragraph entitled “Calendar of Events”. The name of all firms submitting their qualifications shall be posted in the RFQ package at the Office of the Finance Officer. Statement of Qualifications received late will not be considered.

**3.4 Cost of Preparing RFQ:**

The City is not liable for any costs incurred by a firm in responding to this RFQ, including those for oral presentations.

**3.5 Disposals of RFQ:**

All RFQ’s become the property of the City and will be a matter of record.

**3.6 Rules for Withdrawal:**

Statement of Qualifications may be modified or withdrawn by an appropriate document duly executed (in the manner that an RFQ must be executed) and delivered to the place where Statement of Qualifications are to be submitted at any time prior to the opening of RFQ.

Any submitted Statement of Qualifications shall remain valid for 30 days after the submission date, but the City at its sole discretion may release any statement of qualifications.

**3.7 Rejection of Statements:**

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

**3.8 Notices:**

Any notices to be given under a contract shall be given by United States Mail, addressed to firm or individual at its address stated herein, and to the City at its address stated herein. Additional notice may also be given by facsimile/email in which case it shall be deemed that notice was provided on the date said facsimile/email was received. The party providing notice by facsimile/email shall confirm that the facsimile was received by the other party.

**3.9 Verbal Instructions:**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications from firms, which are signed, and in writing will be recognized by the City as duly, authorized expressions on behalf of the firm. ***Any and all communication with City Councilmembers, the Mayor, or City staff other than the Contact Person is prohibited during the time of the RFQ advertising. Violations of this provision shall result in the disqualification of the submittal.***

**3.10 Public Entity:**

The vendor must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3)(a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public

building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

**3.11 Drug Free Workplace:**

The vendor must complete the City's Drug Free Workplace Certification form, attached and made a part of the RFQ. According to The City policy, preference shall be given to businesses with drug-free work-place programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work-place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free work-place program.

**3.12 Insurance Requirements:**

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

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws unless Contractor provides a current Florida Workers Compensation exemption certificate. In addition, the policy must include the following:
  - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
  - b. Notice of Cancellation and/or Restriction. The endorsed to provide the CITY with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
  - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.



- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
  - c. City is to be specifically included as an additional insured.
  - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the CITY with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. \$300,000 combined single limit per accident for bodily injury and property damage.
  - b. Owned Vehicles.
  - c. Hired and Non-Owned Vehicles.
  - d. Employee Non-Ownership.
  - e. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the CITY with thirty (30) days' written notice of cancellation and/or restriction.
4. Professional Liability Coverage must include:
- a. Minimum limits of \$1,000,000 per occurrence and in the aggregate for claims of malpractice, negligence, error and omissions.
  - b. Notice of Cancellation and/or Restriction. The Policy must be endorsed to provide City within (30) days prior notice of cancellation and/or restriction of coverage by changed exclusion.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the City with the executed Contract. The Certificates of Insurance shall be filed with the City before this Contract is deemed approved by the City. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to this Contract. All the policies of insurance so required of Firm shall be endorsed to include as additional insured the City, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.

The purchase of any of the above-referenced insurance policies shall not release the Firm or any Surety created by this Contract from any obligation, warranty, or guarantee provided in this Contract.

The Insurance Company(ies) shall be authorized to conduct business in the State.

Any risk of loss of completed work on the Project, or work in progress on the Project, equipment, and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

**3.13 Indemnification:**

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

**3.14 Black out Period:**

The period between the end of the advertisement for the Invitations to Bid, Request for Proposal, and Request for Qualifications, or any other competitive solicitation and the contract award, or any resulting bid protest is resolved, or the solicitation is otherwise canceled is referred to as the Blackout Period. During the blackout period, any communication regarding The aforementioned solicitations are prohibited between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (of their respective agents or representatives) regarding such competitive solicitation, and any City Councilmember, the Mayor, or City employee (whether or not a selection committee member) or other persons authorized to act on behalf of the City Council, including the City's current Engineer(s) or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than authorized staff identified herein. Each competitive solicitation shall provide notice of the blackout period.

Exception to the Blackout Period

The blackout period shall not apply to:

- a. Communications at any public proceeding or meeting, including pre-bid conferences, selection committee presentations, or pre-award meetings,
- b. Communications during contract negotiations between designated City employees and the intended contract awardee.
- c. Communication with a vendor by an authorized City employee following the bid opening to clarify the vendor's bid or intended scope of services.
- d. Communication following the filing of a protest between the protesting party and the City Manager's Office, and City Attorney's Office, during the dispute resolution process.
- e. Purchases exempt from competitive selection, sole source procurements, and single sources, procurements, and emergency procurements, as defined in The City Council of the City of Freeport's Purchasing Policy.
- f. Communications with existing vendors in the performance of existing contract(s).

### **3.15 Public Access**

- A. A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, it shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time §119.0701(3) Fla Stat. If Consultant fails to provide the public records within a reasonable time, Consultant may be subject to penalties under §119.10 Fla.Stat.
- B. Consultant shall comply with the requirements of Florida's Public Records law In accordance with Section 119.0701, Florida Statutes, the Consultant shall (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency 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 under Florida's Public Records law or as otherwise provided by law; (3) 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 this contract if the Consultant does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the

Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

**C. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk  
112 Highway 20 West  
Freeport, FL 32439  
(850) 835-2822 Ext. 219  
[cityclerk@freeportflorida.gov](mailto:cityclerk@freeportflorida.gov)

**3.16 Protest**

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a protest must be submitted with the City Clerk within twenty-four (24) hours after the Council's declaration of its intention with regard to an award. Written protest must be submitted to the City Clerk within five (5) calendar days after filing written notice of intent.

Each written protest must be accompanied by a protest bond in the form of a certified check, cashier's check, or money order made payable to the Board of City Councilmembers, in an amount equal to 1% of the protestor's proposal received by the City, but in no case less than \$500.00.

**3.17 Sales and Use Tax**

The Proposer agrees that any and all applicable federal, state, and local sales and use taxes that are incurred by the Proposer are included in the stated bid price for the Project. The City is tax exempt from federal excise and state sales tax.

### **3.18 Addendums**

The City may issue Addendums to modify the proposal as deemed appropriate. Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be emailed to all vendors receiving this RFP. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with proposal. Attached is a sample of the Addendum Acknowledge Form.

### **3.19 Representation**

The Proposer represents to the City that:

- A. The Proposer is properly certified and licensed; is solvent financially; is experienced in and competent to provide the services.
- B. The Proposer is familiar with all Federal, State, Local or other regulatory laws, ordinances, and regulations, which in any manner whatsoever, may affect the provision of services.

### **3.20 E-Verify**

Consultant utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of; (a) all persons employed by the Consultant during the term of the Agreement to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Consultant to perform work pursuant to the Agreement.

### **3.21 Lobbying Prohibition**

No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347 Florida Statutes.

### **3.22 Unauthorized Aliens**

The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the consultant knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

## ***SECTION 4 – CONTENTS OF RFQ***

This section contains instruction regarding the format of the RFQ that are to be submitted.

### **4.1 Contact for Contract Administration:**

Firms shall return the Contact for Contract Administration Form. This shall be the firm’s representative for the day-to-day activities of this contract.

**4.2 Forms:**

It is MANDATORY that vendors return all the required forms in the order listed in section 2.2 with their proposal. A representative who is authorized to contractually bind the vendor shall sign the attached forms.

It is MANDATORY that vendors return the Drug-Free Workplace Certification Form, Unauthorized Aliens Form, along with the Public Entity Crime Form.

**SECTION 5 – EVALUATION OF STATEMENTS:**

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the firms will be presented to the City Council of the City of Freeport for approval and authorization to negotiate with top ranked firms. Ranking and selection will be based on the following categories.

CRITERIA	WEIGHTED SCORE
<p><b>Qualifications and Experience/Capability of Personnel</b></p> <ul style="list-style-type: none"> <li>• Qualifications of firm relevant to Scope of Work</li> <li>• Experience of firm relevant to Scope of Work</li> <li>• Current and previous experience with City and other governmental agencies or past performance with contracts comparable in scope</li> <li>• Resumes of professional personnel</li> <li>• References of firm</li> </ul>	<p><b>50 (Section total)</b></p> <p>10 pts</p> <p>10 pts</p> <p>15 pts</p> <p>10 pts</p> <p>5pts</p>
<p><b>Ability to meet City needs</b></p> <ul style="list-style-type: none"> <li>• Conveyance of willingness to work with City staff</li> <li>• Willingness of firm to meet time and budget requirements</li> <li>• History of timeliness on contracts with similar scope</li> <li>• Availability and location of qualified personnel</li> <li>• Current and projected workload of firm</li> </ul>	<p><b>50 (Section total)</b></p> <p>10 pts</p> <p>10 pts</p> <p>10 pts</p> <p>10 pts</p> <p>10 pts</p>

Firms/teams may be short listed by the City’s Review Team and the short list will be invited to an interview before the City Council of the City of Freeport. The review team will rank and select the firms/teams for staff to begin negotiations consistent with the Florida CCNA.

**SECTION 6 – TERM OF CONTRACT**

**6.1 TERMS:**

The term of this contract shall be for design and permitting of the Marquis Crossing West on an ongoing basis with no time limitation, at the sole discretion of the City, unless and until terminated by the City Council. Any termination of any contract awarded hereunder may be done without cause at the sole discretion of the City Council.

**6.2 TERMINATION OF CONTRACT:**

The City may terminate this Agreement at any time with or without cause, or with or without prior notice. The City need not designate cause, and if it fails to do so, without cause will be presumed, and no defense or challenge to said termination shall exist.

**Reminder of this page is intentionally left blank**

**Information Sheet  
For Transactions and Conveyances  
Corporate Identification**

The following information will be provided to the The City Legal Services for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state of federal government,

(Please circle one)

**Is this a Florida Corporation:**                    Yes   or   No

**If not a Florida Corporation,**

In what state was it created: \_\_\_\_\_

Name as spelled in that State: \_\_\_\_\_

**What Kind of corporation is it:**            “For Profit” or    “Not for Profit”

**Is it in good standing:**                    Yes   or   No

**Authorized to transact business**

**In Florida:** Yes   or   No

State of Florida Department of State of Certificate of Authority Document No: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes   or   No

**Name of Officers:**

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

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

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

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

**Name of Corporation (As used in Florida):**

\_\_\_\_\_  
(spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

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

(For all instruments to be recorded, taxpayer’s identification is needed)

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, the President or Vice-President shall sign Contract. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_



## CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

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

TITLE: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

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

E-MAIL: \_\_\_\_\_

**PUBLIC ENTITY CRIMES**

**Sworn Statement Under Section 287.133(3)(a),  
Florida Statutes, on Public Entity Crimes**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

**This sworn statement is submitted to The City Council of the City of Freeport,**

**The City, Florida by \_\_\_\_\_  
(print individual's name and title)**

**for \_\_\_\_\_  
(print name of entity submitting sworn statement)**

**Whose business address is \_\_\_\_\_  
\_\_\_\_\_**

**and (if applicable) its Federal Employer Identification Number (FEIN) is  
\_\_\_\_\_; (if the entity has no FEIN, include the Social Security Number  
of individual signing this sworn statement: \_\_\_\_\_).**

**I understand that a “public entity crime” as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for good 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.**

**I understand that “convicted” or “conviction” as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or**

**a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.**

**I understand that an “affiliate” as defined in Paragraph 287.133(l) (a) Florida Statutes means:**

**A predecessor or successor of a person convicted of a public crime; or; 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.**

**I understand that “person” as defined in Paragraph 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.**

**Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]**

**\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of**

the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration 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 contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

\_\_\_\_\_  
Name of Bidder

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
CITY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Personally known to me \_\_\_\_, or produced the following identification as proof of identity. \_\_\_\_\_.**

**My Commission Expires:**

\_\_\_\_\_  
**Notary Public**

\_\_\_\_\_  
**Printed Notary Name**  
**Commission Expires: \_\_\_\_\_**

**DRUG FREE WORKPLACE CERTIFICATION**  
**(This form must be completed and attached to submittal)**

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place 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 work place 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 work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing 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 of contractual services that are under bid a copy of the statement specified in paragraph #1.**
- 4. In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
- 6. Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.**

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Federal I.D. Number or SSN

\_\_\_\_\_  
Printed Name

**City Council of the City of  
Freeport The City, Florida  
UNAUTHORIZED ALIENS**

Inasmuch as the employment of unauthorized aliens is prohibited by §448.09, Florida Statutes, the City prohibits contracting with firms that knowingly utilize services of unauthorized aliens in the performance of contracts for goods or services with the City. Additionally, such firms may not knowingly contract with sub-contractors who utilize the services of unauthorized aliens.

By signing below the bidder swears or affirms that:

His/her company does not knowingly utilize the services of unauthorized aliens in the performance of contracts. The company agrees that the City may conduct random checks of personnel records as they pertain to this issue. Violation of this requirement may result in immediate termination of the contract. Additionally, violation of this requirement may result in the company being prohibited from submitting bids/proposals for County contracts for a period of five years. (See procedure PP-022, The City Purchasing Policies Manual.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA;  
CITY OF \_\_\_\_\_;

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

[SEAL]

My commission expires \_\_\_\_\_ [ ]

Personally known

[ ] Produced Identification

Type of Identification: \_\_\_\_\_