

Taylor County Planning and Design of Taylor County Public Safety Complex

JAMIE ENGLISH  
District 1

JIM MOODY  
District 2

MICHAEL NEWMAN  
District 3

PAM FEAGLE  
District 4

THOMAS DEMPS  
District 5



GARY KNOWLES, Clerk of Court  
Post Office Box 620  
Perry, Florida 32348  
(850) 838-3506 Phone  
(850) 838-3549 Fax

LAWANDA PEMBERTON, County Administrator  
201 East Green Street  
Perry, Florida 32347  
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CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
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## NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes §287.055, et seq. and the policies and procedures of Taylor County is soliciting sealed Statements of Qualifications from qualified professional firms that are interested in providing professional services for the Planning and Design of Taylor County Public Safety Complex which will include but not be limited to architectural, engineering, planning, and design services.

Qualified firms or individuals desiring to provide the required services must submit SOQ packages in a sealed envelope or similar package marked "***Sealed SOQ for Taylor County, Florida, Planning and Design of Taylor County Public Safety Complex***" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than **4:00 P.M.**, local time, on **August 15, 2025**. **All SOQs MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Respondent should submit one (1) original and three (3) copies of the SOQ.** SOQs will be opened and respondents announced at 6:00 P.M. local time, or as soon thereafter as practical, on August 19, 2025, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347. SOQ information can be downloaded from the Taylor County web site: <https://www.taylorcountygov.com>.

The County reserves the right, in its sole and absolute discretion, to reject any or all SOQs, to cancel or withdraw this solicitation at any time and waive any irregularities in the SOQ process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. **No faxed SOQs will be accepted.**

Qualified WBE's, MBE's, DBE's, and Veteran Owned Businesses are encouraged to submit proposals.

Additional information may be obtained from:

**Danny Glover, Emergency Management Director**

**591 US 27**

**Perry, FL 32347**

**(850) 838-3575 or at [danny.glover@taylorsheriff.org](mailto:danny.glover@taylorsheriff.org)**

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS, Taylor County, Florida

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**GENERAL CONSIDERATIONS**

1. Statements of Qualifications must be submitted by mail or in person to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. **Responders should submit one (1) original plus three (3) copies of the SOQ.**
2. Responders, who elect to send sealed Statements of Qualifications via overnight express, must send them to the physical address of: Clerk of Court, 1<sup>st</sup> floor Courthouse, Suite 102, 108 North Jefferson Street, Perry, Florida 32347.
3. Statements of Qualifications that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and will be returned to the responder unopened.
4. Once opened no Statement of Qualification may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. It is the responsibility of the Responders to fully understand and follow all conditions and specifications contained in this request.
6. Statements of Qualifications must include a completed **Florida Public Entity Crimes Statement** as required by F.S. §287.133 (3) (a).
  - 6.1. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

7. Statements of Qualifications must include a completed Drug Free Work Place Statement as outlined by F.S. §287.087.
8. **E-Verify System – U.S. Division of Homeland Security:** Respondent shall utilize the U.S. Department of Homeland Security’s E-verify system to verify the employment of all new employees hired by the Respondent during the term of this solicitation; and
  - 8.1. Respondent shall expressly require any subcontractors performing work or providing services pursuant to this solicitation likewise utilize the U.S. Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
9. **Insurance:** All Statements of Qualifications require a current Certificate of Insurance listing Taylor County as an “Additional Insured” (where appropriate). Alternatively, Respondents may provide a sworn statement from an insurance agent, verifying that if the Respondent is awarded the solicitation, Certificate(s) of Insurance will be issued to the Respondent in the amounts required within thirty (30) days of the acceptance of the proposal. The policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to Taylor County. Additionally, all proposed subcontractors shall be insured under the Respondent’s policies or have the same requirements stated herein. Coverages are as follows:
  - 9.1. Comprehensive General Liability insurance covering as insured the Respondent and Taylor County with limits of liability of not less than \$1,000,000 for Bodily Injury or death to any person or persons and for property damage.
  - 9.2. Automobile Liability coverage must be maintained on all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event Respondent does not own vehicles, Respondent shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - 9.3. Professional Liability insurance for “Errors and Omissions” covering as insured the Respondent with not less than a \$1,000,000 limit of liability.
  - 9.4. Responders shall include certification information showing Workers’ Compensation Insurance/Exemption on all employees working on the project.
    - 9.4.1. Workers’ Compensation exemptions will be accepted upon providing a current exemption certificate, Articles of Incorporation, and a signed Taylor County Workers’ Compensation Hold Harmless Agreement (enclosed).
  - 9.5. Any Respondent, who does not furnish the required insurance documents within thirty (30) days after acceptance of the proposal, is hereby advised that the award will be rescinded and offered to the next highest ranked Respondent who meets all proposal specifications.

10. **Personnel:** The Respondent agrees that when the services to be provided relate to a professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the Respondent shall employ and retain the services of such qualified persons to render the services to be provided.
11. **Independent Contractor:** It is understood and agreed that the Respondent is an independent contractor with no express or implied authority to act for or to obligate Taylor County, except as specifically provided herein.
12. **Licenses:** The Respondent agrees to and shall obtain and maintain in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed. Use of insured and qualified sub-consultants for specialty work is acceptable.
13. **Timely Accomplishment of Services:** The Respondent agrees to employ, engage, retain, and/or assign an adequate number of personnel so that all professional services will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
14. **Standards of Professional Service:** The Respondent agrees to provide and perform professional services in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed Taylor County, and by any sub-consultant engaged by the Respondent.
15. **Documents:** Original project documents prepared associated with this solicitation are, and shall remain, the property of Taylor County, and shall be delivered to Taylor County upon final completion or termination of the project. Original project documents may include, but not be limited to, original drawings; technical specification and contract documents; engineering reports; studies; design notes, and planning reports. All documents including drawings and technical specifications prepared pursuant to this solicitation are instruments of service in respect to the project and Taylor County shall have the right to use and reuse all such documents and to furnish to others to use or reuse such documents without requiring any consent(s). Any reuse will be at Taylor County's sole risk and without liability or legal exposure.
16. **Approval of Plans and Documents Not Deemed Release:** Taylor County's approval of any plans, drawings, documents, specifications, or work prepared or provided pursuant to this solicitation shall not constitute nor be deemed a release of the responsibility and liability for the accuracy and competency of the design, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of Taylor County for any error or omission in the designs, working drawings, and specifications or other documents prepared by the Respondent, its employees, agents, sub-consultants.

17. **Legal Insertions, Errors, Inconsistencies, or Discrepancies:** It is the intent and understanding that each and every provision of law required as part of this solicitation and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this solicitation shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.
18. **Indemnity:** The Respondent agrees to and shall indemnify, and hold harmless Taylor County and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the Respondent or its agents, employees, or sub-contractors. The Respondent is not required hereunder to indemnify and hold harmless Taylor County, its officers, agents, or employees, or any of them from liability based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage.
19. **Liability:** The Respondent shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by Taylor County caused by the errors, omissions or negligence of the Respondent, or by any sub-Consultant engaged by the Respondent in providing, performing and furnishing services, work or materials pursuant to this solicitation, and for any and all damages, losses, and expenses to Taylor County arising out of the Respondent's negligent performance of any of its obligations. The Respondent shall be liable and agrees to be liable for an shall indemnify, defend and hold Taylor County harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Respondent's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the Respondent during the providing, performing and furnishing of services, work or materials pursuant to this solicitation. Nothing herein shall be construed as a waiver of Taylor County's sovereign immunity as provided for under Chapter 768 Florida Statutes.
20. **Controlling Law:** This solicitation is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between Taylor County and the Respondent arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this solicitation, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
21. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of this Solicitation, the defaulting part shall be liable for and agrees to pay all cost and expenses incurred in the enforcement of an award pursuant to this Solicitation, including reasonable attorneys' fees.

22. **Successors and Assigns:** Neither Taylor County nor the Respondent shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) pursuant to this solicitation with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent the Respondent from employing such independent professional associates and consultants as may be deemed appropriate to assist in the performance of services hereunder. Nothing within this solicitation shall be construed to give any rights or benefits herein to anyone other than Taylor County and the Respondent, and all duties and responsibilities undertaken pursuant to this solicitation will be for the sole and exclusive benefit of Taylor County and the Respondent and not for the benefit of any other party. It is understood and agreed that Taylor County shall have the absolute right to employ other consulting firms after completion/termination of this solicitation, using documents or any other documents which are prepared by other consulting firms or otherwise pursuant to this solicitation.
23. **Special Provisions:** Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent, to solicit or secure this solicitation, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Respondent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of this solicitation.

The Respondent agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The Respondent agrees that Taylor County and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Respondent which are directly pertinent to any specific grant program or specific project related to this solicitation for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after Taylor County makes final payment and all other pending matters are closed.

24. **Termination:** The failure of either party to comply with any provision of this solicitation shall place that party in default. Prior to terminating the solicitation, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

- 24.1. The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of Taylor County, and if the default situation is not corrected within the allotted time, the County Administrator is further authorized to provide final termination notice.
- 24.2. Any and/or all work associated with this solicitation may be terminated without cause by first providing at least thirty (30) days written notice to the Respondent prior to the planned completion date. The County Administrator is authorized to provide written notice of termination on behalf of Taylor County. Upon any such termination, the Respondent shall be paid for all approved and accepted services performed to the date of such termination.
- 24.3. In the event funds to finance any and/or all work associated with this solicitation become unavailable, Taylor County may terminate work with no less than twenty-four hours written notice. Taylor County shall be the final authority as to the availability of funds. Upon any such termination, the Respondent shall be paid for all approved and accepted services performed to the date of such termination.
- 24.4. After receipt of a termination notice and except as otherwise directed, the Respondent shall:
  - 24.4.1. Stop work on the date and to the extent specified.
  - 24.4.2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 24.4.3. Transfer all work in process, completed work, and other material related to the terminated work to Taylor County, and it shall be the sole property of Taylor County.
  - 24.4.4. Continue and complete all parts of the work that have not been terminated.
25. **Grant Requirements:** The following terms apply for any such Project which involves the expenditure of state and/or federal grant funds:
  - 25.1. **Certification of Eligibility:** A Respondent to this solicitation is required to indicate their eligibility by certifying that the Respondent, nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or Agency by completing FDOT Form No. 375-030-32.
  - 25.2. **Compliance with Regulations:** Respondent is required to comply with all applicable state and federal grant funding agency laws, regulations, policies, procedures, and directives, including without limitation those listed directly herein or by reference, as they may be amended or promulgated from time to time during the term of this Solicitation. The failure of these provisions to specifically reference a particular federal or state law, regulation, policy or directive shall not excuse the Respondent from compliance with same to the extent such law,

regulation, policy, or directive is applicable to the Respondent's performance of the project or services.

- 25.3. **Incorporation of Provisions:** The Respondent will include the provisions stated herein in every subcontract, including procurements of materials and leases of equipment unless exempted or issued directives. The Respondent will take such action with respect to any subcontract or procurement as Taylor County may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- 25.4. The Respondent, with regard to the work performed pursuant to this solicitation, will not discriminate on the basis of protected classes to include race, color, national origin, gender, gender identity, sexual orientation, pregnancy, age, disability, religion or family status in the selection and retention of employees, sub-consultants, including procurements of material and leases of equipment. The Respondent will not participate either directly or indirectly in the discrimination, including employment practices when applicable.
- 25.4.1. The Respondent shall state that it is an Equal Opportunity or Affirmative Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this solicitation.
- 25.4.2. The Respondent will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to protected classes. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to send each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding and to also post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 25.4.3. In the event of the Respondent's non-compliance with the nondiscrimination clauses of this Solicitation or with any of such rules, regulations, or orders, award of this Solicitation may be canceled, terminated or suspended in whole or in part.
- 25.5. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Respondent, either by competitive bidding or negotiation for work to be performed under this Solicitation, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Respondent of the Respondent's obligations under this Solicitation and the regulations relative to nondiscrimination on the basis of protected classes.



- 25.6. **Sanctions for Noncompliance:** In the event of the Respondent's noncompliance with the nondiscrimination provisions of this solicitation, Taylor County shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to,
- 25.6.1. withholding of payments to the Respondent pursuant to this solicitation until the Respondent complies and/or
- 25.6.2. cancellation, termination or suspension of any and/or all work offered pursuant to this solicitation, in whole or in part.
- 25.7. **Interest of Members of Congress:** No member of or delegate to the Congress of the United States will be admitted to any share or part of this Solicitation or to any benefit arising therefrom.
- 25.8. **Interest of Public Officials:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this solicitation or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- 25.9. **Certification For Disclosure of Lobbying Activities:** Respondents participating in Taylor County federally funded projects are required to indicate their compliance with the provisions and restrictions concerning Lobbying Activities on Federal-Aid Contracts by completing both FDOT Form No. 375-030-33 and Form No. 375-030-34.
- 25.9.1. The Respondent shall ensure that its subcontractors comply with the Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), as prohibiting any organization described in Section 501(c)(4) of the Internal Revenue Code that engages in lobbying activities, from receiving federal funds, including through an award, grant, and/or subgrant.
- 25.10. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Solicitation is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Solicitation.
- 25.11. It is understood and agreed that if the Respondent at any time learns that the certification it provided Taylor County in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Respondent shall provide immediate written notice to Taylor County. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the

Respondent in all lower tier covered transactions and in all aforementioned federal regulation.

25.12. Taylor County hereby certifies that neither the Respondent nor the Respondent's representative has been required by Taylor County, directly or indirectly as an express or implied condition in connection with obtaining or accomplishing and/or all work pursuant to this solicitation, to

25.12.1. employ or retain, or agree to employ or retain, any firm or person, or

25.12.2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

25.13. The Respondent hereby certifies that it has not:

25.13.1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this solicitation;

25.13.2. agreed, as an express or implied condition for being awarded this solicitation, to employ or retain the services of any firm or person in connection with carrying out any and/or all work associated with this solicitation; or

25.13.3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the Respondent) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out any and/or all work associated with this solicitation.

25.14. The Respondent further acknowledges that any document associated with this Solicitation will be furnished to Taylor County and any state and federal agency in connection with this Solicitation involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

25.14.1. **Mandatory Disclosures (2 CFR 200.113).** The Respondent as a non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII to this part are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339.

26. **Public Records:** The Respondent shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Respondent in conjunction with this solicitation. Specifically, if the Respondent is acting on behalf of a public agency the Respondent shall:
- 26.1. Keep and maintain public records that ordinarily would be required by Taylor County in order to perform the services being performed by the Respondent. Records must be maintained for no less than five years after the latter of the completion, expiration or termination of any and/or all work associated with this Solicitation.
  - 26.2. Provide the public with access to public records on the same terms and conditions that Taylor County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - 26.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - 26.4. Meet all requirements for retaining public records and transfer, at no cost, to Taylor County all public records in possession of the Respondent upon completion, expiration or termination of any and/or all work associated with this solicitation and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Taylor County in a format that is compatible with the information technology systems of Taylor County.
  - 26.5. Failure to grant public record access shall be grounds for Taylor County's immediate and unilateral cancellation of any and/or all work associated with this solicitation. The Respondent shall promptly provide Taylor County with a copy of any request to inspect or copy public records in possession of the Respondent and shall promptly provide Taylor County with a copy of the Respondent's response to each such request.
  - 26.6. If Respondent fails to provide public records to Taylor County within a reasonable amount of time, Respondent may be subject to penalties under Section 119.10, Florida Statutes.
27. **Disadvantaged Business Enterprises:** The Respondent shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Respondent and any sub-consultant or contractor.
- 27.1. The Respondent, sub-consultant, or sub-recipient shall not be discriminated against on the basis of protected classes in the performance of any and/or all work associated with this solicitation. The Respondent shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this solicitation. Failure by the Respondent to carry out these requirements is a material breach of this solicitation, which may result in the termination of this solicitation in whole or part or such other remedy as the recipient deems appropriate.

- 27.2. Respondents participating in Taylor County projects are required to indicate their intention regarding DBE and non-DBE small business participation by way of FDOT Form No. 375-030-83. The completed form shall note the expected percentage of contract fees to be utilized by “DBE’s” and “non-DBE small businesses”. The “DBE” and “non-DBE small business” sub-consultant and their respective types of work shall be provided on this form.
- 27.3. **MBE/WBE:** In accordance with 2 C.F.R. § 200.321, Respondent(s) and its subcontractors must take all necessary affirmative steps to assure that minority businesses, and women's business enterprises firms are used when possible. A Respondent agrees to use affirmative steps, and to require its subcontractors and sub-subcontractors to utilize affirmative steps, to ensure that minority businesses and women’s business enterprises are used when possible. Respondent shall ensure small and minority businesses, and women owned enterprises are solicited when potential and qualified sources. The term “minority and women business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Solicitation, Respondents will be required to document its efforts made to comply with the requirements of this section.
28. **Davis-Bacon Act:** The Respondent agrees to comply with all provisions of the Davis-Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148). The Respondent and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Respondent and its subcontractors are required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included in these solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. All suspected or reported violations of the Davis- Bacon Act will be reported to the Gulf Consortium.
29. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
30. **Copeland Anti- Kick Back Act:** Respondent(s) and its subcontractors agree to comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40

U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Solicitation. Respondent and its subcontractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

31. **Debarment and Suspension (Executive Orders 12549 and 12689):** An award (see 2 CFR 180.220) will not be made under this Solicitation to Respondents listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), Debarment and Suspension.

31.1. Respondents for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a Council official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).” In addition, Respondents for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)

32. **Domestic preferences for procurements (2 CFR 200.322):** As appropriate and to the extent consistent with law, the Consultant should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

32.1. For purposes of this section:

32.1.1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

32.1.2. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

33. **Safeguarding Personal Identifiable Information:** Respondent and its subcontractors will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered

sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

34. **Right to Inventions Under Federal Grants.** If applicable, Respondent shall comply with the requirements of 37 C.F.R. part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
35. **Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216):** Respondent and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- 35.1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- 35.2. Telecommunications or video surveillance services provided by such entities or using such equipment.
- 35.3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.
36. **Trafficking Victims Protection Act (2 CFR Part 175)**
- The Respondent shall adhere to the following and shall include the following language in all subcontracts:
- 36.1. Trafficking in persons.
- 36.1.1. Provisions applicable to a recipient that is a private entity.
- 36.1.1.1. You as the recipient, your employees, Consultants under this award, and Consultants' employees may not –
- 36.1.1.1.1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- 36.1.1.1.2. Procure a commercial sex act during the period of time that the award is in effect; or
- 36.1.1.1.3. Use forced labor in the performance of the award or subawards under the award.
- 36.1.1.2. We as the awarding/subawarding agency may unilaterally terminate award of this Solicitation, without penalty, if you or a subconsultant that is a private entity –
  - 36.1.1.2.1. Is determined to have violated a prohibition in paragraph 37.1.1.1 of this Solicitation; or
  - 36.1.1.2.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 37.1.1.1 of this Solicitation through conduct that is either –
    - 36.1.1.2.2.1. Associated with performance under this Solicitation; or
    - 36.1.1.2.2.2. Imputed to Respondent or a subconsultant using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].
- 36.1.2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate award of this Solicitation, without penalty, if a Respondent that is a private entity –
  - 36.1.2.1. Is determined to have violated an applicable prohibition in paragraph 37.1.1.1 of this award term; or
  - 36.1.2.2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 37.1.1.1 of this Solicitation through conduct that is either –
    - 36.1.2.2.1. Associated with performance under this award; or

36.1.2.2.2. Imputed to the Respondent using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at [agency must insert reference here to its regulatory implementation of the OMB guidelines in 2 CFR part 180 (e.g., “2 CFR part XX”)].

36.1.3. Provisions applicable to any recipient.

36.1.3.1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 37.1.1.1 of this Solicitation.

36.1.3.2. Our right to terminate unilaterally that is described in paragraph 37.1.1.2 or 37.1.2 of this Solicitation:

36.1.3.2.1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

36.1.3.2.2. Is in addition to all other remedies for noncompliance that are available to us under this award.

36.1.3.3. You must include the requirements of paragraph 37.1.1.1 of this Solicitation in any subaward you make to a private entity.

36.1.4. Definitions. For purposes of this award term:

36.1.4.1. “Employee” means either:

36.1.4.1.1. An individual employed by you or a Consultant who is engaged in the performance of the project or program under this Solicitation; or

36.1.4.1.2. Another person engaged in the performance of the project or program under this Solicitation and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

36.1.4.2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through



the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

36.1.4.3. “Private entity”:

36.1.4.3.1. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

36.1.4.3.2. Includes:

36.1.4.3.2.1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

36.1.4.3.2.2. A for-profit organization.

36.1.4.4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

37. **FEDERAL AND STATE COMPLIANCE REQUIREMENTS**

In performing under this Agreement, Consultant shall comply with all of the state and federal statutes, regulations, and executive orders listed below, as applicable:

- 37.1. The National Environmental Policy Act (42 U.S.C. § 4321 et. seq.)
- 37.2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)
- 37.3. Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management, and the Advisory Council On Historic Preservation implementing Section 106 of the National Historic Preservation Act, 16 U.S.C. 470, and implementing regulations 36 CFR, Part 800.
- 37.4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)
- 37.5. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. 4521-45-94)
- 37.6. Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex.
- 37.7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
- 37.8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)
- 37.9. Executive Order 11988 (“Floodplain Management”) and Executive Order 11990 (“Protection of Wetlands”)
- 37.10. Executive Order 13112 (“Invasive Species”)
- 37.11. The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)
- 37.12. The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

- 37.13. The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)
- 37.14. The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)
- 37.15. The Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
- 37.16. Title II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638.
- 37.17. Executive Order 12898 (“Environmental Justice in Minority Populations and Low Income Populations”)
- 37.18. Public Health Services Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee.3), as amended related to confidentiality of alcohol and drug abuse patient records.
- 37.19. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- 37.20. Lead Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.)
- 37.21. Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)
- 37.22. Pursuant to 2 CFR §200.323, Consultant and its subcontractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 37.23. Laboratory Animal Welfare Act of 1966, (U.S. C. 2131-2159)
- 37.24. Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619) and Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

**PLANNING AND DESIGN OF TAYLOR COUNTY**  
**PUBLIC SAFETY COMPLEX**  
**Scope of Services**

The Taylor County Board of County Commissioners, in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes §287.055, et seq. and the policies and procedures of Taylor County is soliciting sealed Statements of Qualifications from qualified professional firms that are interested in providing professional services for the Planning and Design of Taylor County Public Safety Complex. The State of Florida, Division of Emergency Management has allocated funds to Taylor County for architectural, engineering, planning, and design services required for the construction of a new Public Safety Complex. The professional services shall include preparation of: site survey; site master plan; spatial needs assessment; schematic design plan or preliminary construction drawings; bid-ready construction documents, to include drawings and specifications, and, opinion of probable costs with signature of the designer of record.

As per the guidelines of the State of Florida, Division of Emergency Management requirements the Public Safety Complex project must meeting the following criteria:

- a. The Complex shall be designed and constructed in accordance with the International Code Council's ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC500-2014) or, where hurricane provisions are more stringent, the 2020 Florida Building Code , 7<sup>th</sup> Edition (Risk Category IV, essential facility).
- b. The Complex functional use spaces may be designed to be shared with other building functions or multi-purpose use during non-emergency conditions, however such shared or multi-purpose use must not interfere with the emergency management mission of the Complex.
- c. The Complex shall be designed as a permanently established facility with sufficient space to house people and equipment for daily routine and sustained continuous emergency operations.
- d. The Complex shall be capable of withstanding wind loads in accordance with the hurricane provision of ICC 500-2014. The minimum wind design shall include: Wind Speed- 160 miles per hour (3 second gust); Exposure Category- c; Wind Directionality Factor, Kd=1.00.
- e. Construction documents shall be titled: Taylor County Public Safety Complex.
- f. The structural engineer of record shall be required to include a statement in the construction drawings certifying that to the best of their knowledge and belief the Complex was designed to withstand wind loads according to ICC 500-2014 and ASCE/SEI 7 with publication year included.
- g. The Complex shall be designed to resist penetration by large windborne debris impact. At a minimum the Complex envelope (e.g., walls, windows, doors, louvers, roofs, skylights, and hatches) shall meet hurricane provisions of ICC 500-2014, or similar performance as approved by the Florida Division of Emergency Management. Impact – protective systems or products that meet 200 mile per hour or greater ICC 500-2014 tornado shelter design wind speed missile criteria is acceptable.
- h. The minimum floor elevation of the Complex shall be modified from ICC 500-2014 in accordance with the following: the lowest floor used for the Complex shall be elevated to or above the higher of the elevations determined by: 1. Elevation above mean sea level

corresponding to the maximum storm surge inundation, including coastal wave effects, for the proposed location plus 20 percent; 2. 100 year (one percent annual chance) base flood elevation plus three (3) feet; 3. 500 year (.02 percent annual chance) flood elevation (if determined) plus two (2) feet); and, 4. Elevation required by the AHJ for the proposed location.

- i. The Complex critical support systems shall be designed to remain functional at full emergency operations center occupant load for a minimum of 72 hours. Critical support systems shall not be fully reliant on off-site services and utilities such as water, natural gas fuel and electricity.
- j. The selected firm shall provide near- bid ready construction drawings, specifications and wind load and wind-borne debris impact performance certifications and test reports for the Complex for review and comment to the Florida Division of Emergency Management.
- k. Construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing, and electrical drawings signed by the applicable registered or licensed design professional(s) of record.
- l. Force protection and security measures for the Complex shall be consistent with reference Manual to Mitigate Potential Terrorist Attacks Against Buildings (FEMA 426), Crime Prevention Through Environmental Design (CPTED) or other state or federal recognized best-practices as approved by the Florida Division of Emergency Management.
- m. The County shall be provided copies of all surveys, studies, and assessments completed for the Scope of Services.

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

COMES NOW, \_\_\_\_\_ (Firm/Respondent), after having obtained a State of Florida Workers' Compensation Exemption Certificate, a copy of which is attached hereto and marked Exhibit "A", and in Consideration of Taylor County (Owner) having accepted said Workers' Compensation exemption and Owner having agreed for Consultant/ Engineer to proceed with the following project, to-wit:

*Planning and Design of Taylor County  
Public Safety Complex  
Taylor County, Florida*

The term Firm/Respondent is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term Owner is hereby defined to include Taylor County Board of County Commissioners, it directors, employees, attorney(s), and designated representatives

1. Firm/Respondent hereby agrees to indemnify, hold harmless and defend Owner from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result any injury while performing the above project. I will not allow anyone to subcontract, and no other person will be allowed on the job site.

2. Firm/Respondent also hereby agrees to indemnify, hold harmless and release Owner, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. Firm/Respondent hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Firm/Respondent hereby agrees that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

Taylor County Planning and Design of Taylor County Public Safety Complex

5. Firm/Respondent hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed the same.

DONE AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

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

COUNTY OF \_\_\_\_\_

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, to me well known and known to me to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Accepted by Taylor County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_.

**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.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_  
for \_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_\_  
(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 the individual signing this sworn  
statement: \_\_\_\_\_.)
3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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.
5. I understand that “convicted” or “conviction” as defined in Paragraph 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 or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 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 in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

Taylor County Planning and Design of Taylor County Public Safety Complex

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

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

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

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_



**DRUG FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:  
(Name of Individual/Business/Consultant)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

\_\_\_\_\_  
Respondents Signature

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

\_\_\_\_\_  
Respondents Title

\_\_\_\_\_  
Date

## QUALIFICATION QUESTIONNAIRE

Responses to each of the following topics must be limited to a maximum of one page (12 pt type). However, should further clarification of examples be necessary, an appendix may be added to the back of the proposal provided it is properly referenced within the one-page description. Unreferenced or poorly organized appendices will not be considered.

1. **Project Understanding:** Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed.
2. **Project Team:** List in detail the members of your project team and the expertise each will bring to the project. Include all current licensure and that of any proposed specialty work sub-consultant(s). If applicable, include State of Florida Minority Business Enterprise Certification(s) as defined by the Florida Statutes and Minority Business Assistance Act of 1985. More than one page will be allowed for response to this question.
3. **Taylor County Work:** List any and all projects that your firm has completed, or that are in progress at the present time for Taylor County or within the last five (5) years. This project history should include projects in which your firm was the prime consultant, a joint consultant or a sub-consultant.
4. **Past Experience:** Summarize previous projects your firm has completed that are similar in nature and scope to the proposed scope of services and the outcome of the planning, design, management, etc. you provided. Include the relationship of cost estimates or time projections prepared by your firm to actual timeline and costs of completion. Past experience working with Emergency Response facilities, hurricane rated-hardened structures, FEMA and/or State of Florida Division of Emergency Management is especially critical.
5. **Quality/Cost Controls:** Describe how you would propose to control the quality and cost of a comparable to those types listed within the scope of services. In the event of an undesirable or unacceptable work product, what actions would you take to remedy these conditions in a timely manner? What steps will your firm take to ensure that a project is completed in a timely manner and if your firm's current workload will impact the project.
6. **Qualification Summary:** Summarize what you consider are the qualifications of your firm and/or team that make you the most qualified firm to provide Taylor County services as described within this solicitation. Consider those areas addressed within the Evaluation / Selection criteria. Disclose any potential conflict of interest that your firm may have due to other clients, contracts or property interests in providing services to the County.

## **EVALUATION / SELECTION OF PROPOSALS**

A Selection Review Committee will evaluate all proposals received and;

1. Prepare an alphabetical listing of those proposers determined to be interested and available. Evaluate the proposals meeting minimum submission criteria based upon qualifications and conduct discussions with up to three firms deemed to be the most highly qualified to provide the services required. Selection as best qualified will be based on the following considerations:

No.	Evaluation Criteria	Points
1	Did the firm follow submittal requirements and clearly demonstrate an understanding of the purpose for the Request for Qualifications	10
2	Qualifications of personnel assigned	10
3	WBE/DBE/MBE and Veteran participation	10
4	Ability to complete the project in a timely manner including the firm's current workload and potential impact of project schedule/deliverables.	10
5	Demonstrated expertise in project management, coordination, and project completion.	15
6	Firm's reputation and past record of professional accomplishments and including technical education and training, availability of adequate personnel, equipment and facilities, the extent of repeat business of the firm and, where applicable, the relationship of cost estimates by the firm to actual costs on previous projects	15
7	Previous project experience with projects similar in size and scope and similar projects at emergency management and response, essential, hurricane rated, and storm sheltering facilities.	30
8		
9		
10		
11	Total Possible Points 100	

2. Review of all responses to the Request for Qualifications received will proceed as follows:
  - 2.1. The Review Committee will review all written documents submitted.
  - 2.2. The Review Committee's ranking of prospective Consultants shall be based on the Evaluation / Selection criteria listed above.
  - 2.3. The Review Committee may request oral presentations from the prospective Consultant when establishing the recommended priority or short list. Consultants will be notified of dates and times of any interviews.
    - 2.3.1. Presentations shall be specific to the possible scope of work and shall demonstrate an awareness of typical issues, explanation of the project approach, and plans for team staffing. A maximum time limit of 15 minutes shall be allowed for the oral presentation. An additional maximum time limit of 30 minutes shall be allowed for Q&A following the oral presentation. Approximately 5 minutes each is allowed for set-up

and breakdown. Set-up and breakdown are not included in the time limit for oral presentation for Q&A. Questions can both be standard (asked of all Consultants) and clarifying (related to a point addressed by a Consultant in their oral presentation).

- 2.3.2.** Attendance at the oral presentation by the Consultant's proposed project manager is strongly recommended. The inclusion of lead personnel proposed for the team is also encouraged. Each Consultant is limited to a maximum of 5 representatives in attendance including both the Consultant and Sub-Consultant team members. Switching of participants in the oral presentation room is not permitted. The County representatives in attendance will at a minimum be the members of the Review Committee and a possible oral presentation facilitator.
- 2.3.3.** Shortlisted Consultants will be instructed that any handouts to be submitted at the oral presentation (leave-behinds) will be restricted to copies of slides from the PowerPoint presentation. The number of slides to be included in the PowerPoint presentation is limited to 20. Shortlisted firms should number the slides included in the presentation. The leave-behinds shall not include any additional documentation other than the slides to be presented in the actual oral presentation. The leave behind slide presentation will be limited in size to 8.5" x 11". Consultants shall also leave behind one USB Flash drive containing the PowerPoint slides. Consultants will be assessed/scored based on the information verbally communicated in the oral presentation. The Review Committee is not obligated to review slides after an oral presentation has occurred.
- 2.3.4.** Unless otherwise approved by the County or their designee, the Consultants are advised that videos and computer animations may not be used in the oral presentation. However, any other media may be used.
- 2.3.5.** Consultants are permitted to refer to paper notepads or index cards with notes during their oral presentations. The notes will not be reviewed or evaluated by the Review Committee.

- 3.** Negotiations between the County and the priority Consultants (the Consultants ranked highest on the Board approved short list) will proceed as follows:
  - 3.1.** Negotiations may be conducted by the Board of County Commissioners or at the pleasure of the Board, by the County Administrator, and the County Attorney.
  - 3.2.** Negotiations will be held with the first Consultant on the priority list
  - 3.3.** If no tentative agreement can be reached with the first Consultant, then negotiations will commence with the second vendor on the short list
  - 3.4.** If no tentative agreement can be reached with the second Consultant, then negotiations will commence with the third Consultant

- 3.5.** If no tentative agreement is reached with the third Consultant, then the County shall consider establishing a new short list from among the other proposals submitted
- 3.6.** Taylor County reserves the right to negotiate with one or more Consultants for these services
- 4.** The Board shall approve the terms, conditions and costs associated with a Task Work Order and/or the overall contract for services. Upon the successful negotiation of an agreement, a formal contract will be prepared and submitted to the County Commission for approval and executed by both parties.
- 5.** Any cost to prepare a response to this solicitation and any subsequent presentation/interviews are solely that of the consultant and the County assumes no responsibility for such cost incurred by the Respondent.
- 6.** Direct one-on-one contact with any of the Board of County Commissioners members, the County Administrator, the Emergency Management Director, Taylor County Sheriff's Office, or the County Attorney is not allowed after opening of bids and the review and short-listing process unless initiated by the County to request specific information that will assist in understanding information submitted in a proposal.
- 7.** The County reserves the right to accept or reject any or all submittals that it may, in its sole and absolute discretion, deem unresponsive, or waive technicalities which best serve the overall interests of the County. The County Commission's decision on these matters shall be final.
- 8.** The County reserves the right, before awarding a contract, to require a Respondent to submit such evidence of its qualifications, as it may deem necessary. The County shall be the sole judge of the competency of Respondents.
- 9.** All contracts will be approved by State of Florida, Division of Emergency Management.