



The Walton County Sheriff's Office

**REQUEST FOR QUALIFICATIONS FOR
ARCHITECTURAL/ENGINEERING DESIGN
SERVICES FOR A Driver Training Pad**

RFQ No: 01-2019

The Walton County Sheriff's Office, hereinafter referred to as "The AGENCY" is seeking statements of qualifications from firms for Engineering/Architectural design, permitting, bid support services, and construction administration/management for a Driver Training Pad.

RFQ Deadline: July 12, 2019 no later than 3:00 PM local time.

OUR AREA IS NOT A DESIGNATED OVERNIGHT FED EX DELIVERY. BIDDER IS RESPONSIBLE FOR THE DELIVERY OF ITS SUBMITTAL.

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 PROPERTY MANAGER'S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE RFQ IS RECEIVED IN THE PROPERTY MANAGER'S OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC OR ORAL RFQ WILL BE ACCEPTED.

To be considered, respondents must submit one (1) USB flash drive containing an electronic copy and one (1) original and five (5) copies of Statement of Qualifications in a sealed envelope or package, clearly marked with the respondents' name and address, and the words **"ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR "Driver Training Pad"** addressed to:

Walton County
Sheriff's Office
Office of Property Manager
752 Triple G Rd.
DeFuniak Springs, Florida 32433
850-892-8111

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SECTION I – INTRODUCTION

1.1 Purpose:

The Walton County Sheriff’s Office, herein referred to as “The AGENCY”, is seeking qualifications from qualified Firm(s) interested in Architectural/Engineering design services in connection with the design/planning/permitting and construction administration/management of a new Driver Training Pad.

The selected Firm’s services will include, but are not limited to, review and assess property (land and existing buildings), determination of constructability in compliance with the Walton County Land Development Code (LDC) and user needs, development of user program, development of conceptual plan, development of construction documents, Development Order permitting, Federal/State regulatory permitting, bid support services, and construction administration/management services. The Firm will also be responsible for assisting with project management, design, civil engineering, construction inspection, and programming of the facility which will include items such as estimating and compiling budgets, developing a conceptual design and coordinating additional bids for this project.

The Agency will give prime consideration to the Firm with the most significant and current experience in design of similar buildings and projects, in particular, architecture that highlights the unique needs of the Agency.

The Agency with the assistance of the Firm (Construction Manager) intends to competitively bid the construction of the project to qualified general contractors who will perform the work according to final plans and specifications developed by the qualified Firm chosen pursuant to this RFQ.

1.2 Location:

The property for the new Driver Training Pad is located on the campus of the Sheriff’s Department, 752 Triple G Rd. DeFuniak Springs Florida, 32433.

SECTION 2 – SCOPE OF WORK

2.1 Firm Requirements:

The qualified architectural/engineering firm will develop a design for the construction of a +/- 180,000 sq/ft Lighted Driver Training Pad with Water.

The AGENCY anticipates a contract which will include schematic design, full construction design and drawings, provision of cost estimates, assistance with the bidding process, and construction inspection/observation services during construction. The selected firm will be required to retain and be responsible for all basic engineering disciplines, such as mechanical, electrical, plumbing, fire protection, landscape architecture, civil engineering, and structural engineering as appropriate for the Scope of Work negotiated.

Work will include, at a minimum, the following components:

1. Necessary site characterization work, which may include surveying, soil sampling, boring, or other site/soils evaluations necessary to accommodate the structure.
2. Perform a needs-assessment based on input from staff. Develop an Owners/Users written program.
3. Preparation of conceptual design and renderings, including review and collaboration with staff.
4. Optional (at Sheriff's discretion). Participate in a public open house or presentation format to share/explain the proposed facility to the public.
5. Preparation of full construction plans and specifications.
6. Development Order permitting services
7. Assistance with the bidding and contractor selection.
8. Construction Contract review and recommendation.
9. Construction administration/management services to assure the facility is built in accordance with plans specification, and address/solve/recommend troubleshooting or problem-solving challenges or unknowns that may arise during construction.

SECTION 3 – CONTENT OF SUBMITTAL

Aside from information the firm chooses to submit as part of this RFQ, the following information is required in the RFQ. Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the project followed by a Table of Contents.

3.1 Transmittal Letter:

By signing the letter, the Firm certifies that the signatory is authorized to bind the Firm. The RFQ response should include:

- A. Brief statement of the Firm's understanding of the scope of the work to be performed;
- B. Confirmation that the Firm meets the appropriate state licensing requirements to practice as an architect/engineer in the State of Florida;
- C. Confirmation that the Firm has not had a record of substandard work within the last five years;

- D. Confirmation that the Firm has not engaged in any unethical practices within the last five years;
- E. Confirmation that, if awarded the contract, the Firm acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract;
- F. Any other information that the Firm feels appropriate to support their understanding;
- G. Signature of an individual who is authorized to provide information of this nature in the name of the Firm submitting the RFQ.

3.2 Firm Information:

Full, correct, legal name and type of business entity of Firm, and if applicable, the Firm's state of incorporation or organization.

- A. Structure of Firm, i.e. sole proprietorship, partnership, corporation, and size of Firm.
- B. Years Firm has been in business
- C. Name of principals in Firm
- D. Name of Firm's representative for purposes of notice or other communications regarding the RFQ.
- E. Telephone number and email address for Firm and, if different, for Firm's representative regarding the RFQ and the Agreement
- F. Organizational description of Firm
- G. Description of Firm's philosophy

3.3 General History/Qualifications of Firm

- A. A brief history of the Firm and their services
- B. Describe key personnel who would be utilized to perform the Services, including education, experience, professional qualifications, and special expertise. Organization chart for this project should be included. Resumes may be attached as an Appendix.
- C. Name of the project team leader assigned to this project
- D. The resumes of all persons to be assigned to the project with their prospective roles identified
- E. Respondent's overall reputation, professional integrity, and competence as it relates to the scope of work.
- F. Documentation that the Firm is registered/licensed to perform work in the State of Florida
- G. List of applicable Florida licenses
- H. Describe the Firm's standard operating procedure with respect to reporting on progress and performance during the delivery of the contracted services, including for example information regarding resources, quantities, deliverables, risks, issues, actions and earned value management principles. Examples of sample reports identifying such information/data are preferred.
- I. Provide evidence of adequate financial stability through certified financial statements, including a balance sheet and income statement. The COUNTY reserves the right to request any additional information to assure itself of a Firm's financial status.

3.4 Experience and References:

- A. Discuss of Firm's experience working with government agencies.
- B. Discuss of architect's experience working on commercial related projects.
- C. Discuss of architect's experience working on Driving Pad related projects.
- D. Discuss prior experience on government projects of similar scope and depth:
 - i. Provide a list of all significant projects of similar scope and depth as the Services on which the Firm and the Firm's key personnel have worked during the past five (5) years
 - ii. Provide references for the projects cited
 - iii. Provide sample work product from not more than three (3) similar projects
 - iv. Provide a statement that, in the event certain features of the Services are of such complexity and nature as to require specialized or expert assistance, whether the Firm's organization or team is sufficiently staffed with specialists, or if it will be necessary to associate with others, and if an association should be necessary, the nature of such association
 - v. Design and construction costs and whether or not deadlines were met
- E. Discuss prior experience on commercial projects of similar scope and depth:
 - i. Provide a list of all significant projects of similar scope and depth as the Services on which the Firm and the Firm's key personnel have worked during the past five (5) years
 - ii. Provide references for the projects cited
 - iii. Provide sample work product from not more than three (3) similar projects
 - iv. Provide a statement that, in the event certain features of the Services are of such complexity and nature as to require specialized or expert assistance, whether the Firm's organization or team is sufficiently staffed with specialists, or if it will be necessary to associate with others, and if an association should be necessary, the nature of such association
 - v. Design and construction costs and whether or not deadlines were met
- F. Pending Claims - Each Firm must describe any pending or ongoing administrative or judicial proceedings material to its business or finances, including, but not limited to litigation, consent orders, or agreements with state or federal regulatory agencies, and any claims, whether past, current, or pending, that involve work similar to the work sought by this RFQ. The nature of any such claim or proceeding must be described, together with its current status, final disposition (if any), and the parties involved.

3.5 Management and Organizational Approach:

On two pages or less, please describe your management and organizational approach to the project. The following should be addressed within this description:

- A. Firm's understanding of the project
- B. Organization of Firm to perform these services
- C. Architect's approach to code analysis and jurisdictional approvals
- D. Current workload and ability to proceed promptly
- E. Willingness to abide by the AGENCY's Standard Form of Agreement with few or no objections or changes
- F. Provide statement regarding your assurance that this engagement will not result in a conflict of interest

- G. Relevant factors impacting the quality and value of work
- H. Familiarity with federal and state requirements

SECTION 4 – SUBMITTAL INSTRUCTIONS

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

This Statement of Qualifications **shall not exceed thirty (30) single-sided pages** (maximum 8½” x 11”) with a minimum of 11 point type. Responders must submit one (1) USB flash drive containing an electronic copy and one (1) original along with five (5) copies of their Statement of Qualifications.

Submissions must be three-hole punched and inserted into three-ring binders. Pages are to include the use of a table of contents and tab dividers. Pages including photos, charts, and/or graphs that provide additional evaluation information, will be counted towards the maximum number of pages.

4.1 Forms:

It is MANDATORY that vendors return the Request for Qualification with all required forms. 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, Questionnaire Form, along with the Public Entity Crime Form.

4.2 Contacts for Contract Administration:

Firms shall return the Contact for Contract Administration Form. This shall be the company representative for the day-to-day activities of the contract.

The following information is not included in the page limit:

- Cover letter on company letterhead, maximum of 1 page
- Resumes for proposed key team members

SECTION 5 – PROCUREMENT RULES AND INFORMATION

5.1 Contact Person:

Wiley Willoughby
Property Manager
752 Triple G Rd.
DeFuniak Springs, FL 32433
850-892-8111
Fax: 850-303-0045
Email: wwilloughby@waltonso.org

All technical questions regarding this Request should be directed in writing; preferably by email to the Property Manager at the email listed above. **Questions shall be submitted no later than 12:00 Noon (local time) on June 17, 2019.** 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. *Any and all communication with The Walton County Sheriff or the Agency's staff other than the Property Manager is prohibited during the time of the RFQ advertising.*

5.2 Calendar of Events:

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

DATE/TIME	ACTION
June 7, 2019	Request for Qualifications Issued
July 8, 2019	Deadline to Submit Clarifying Questions
July 12, 2019	Request for Qualifications Due
July/Aug, 2019	Tentative Date for Interviews, if needed
Aug. 12, 2019	Notice of Intent to Award Contract
Sept 3, 2019	Anticipated Contract Start Date

5.3 RFO Opening:

Statement of Qualifications is due at 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 Property Manager. Statements received late, shall be not considered.

5.4 Disposals of RFO:

All RFQ's become the property of the Sheriff and will be a matter of record.

5.5 Rules for Withdrawal:

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

Any submitted Statement shall remain open and subject to acceptance for a period of thirty (30) calendar days after the date of the opening, but the Agency at its sole discretion may release any RFQ.

5.6 Rejection of RFO:

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

5.7 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the Firm as a result of any discussions with any AGENCY employee. Only those communications from firms, which are signed, and in writing will be recognized by the AGENCY as duly, authorized expressions on behalf of the Firm. *Any and all communication with The Walton County Sheriff or the Agency's staff other than the Property Manager is prohibited during the time of the RFQ advertising.*

5.8 Indemnification:

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

5.9 Notices:

Any notices to be given under a Contract shall be given by United States Mail, addressed to Firm at its address stated herein, and to the AGENCY 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/email was received by the other party.

5.10 Public Entity Crimes:

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

may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as an engineer, 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.

5.11 Drug Free Workplace:

The Firm must complete the AGENCY's Drug Free Workplace Certification form, attached and made a part of the RFQ. According to Walton County SHERIFF's Office 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.

5.12 Insurance Requirements:

The Firm shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, works compensation, professional liability, including errors and omissions coverage if applicable, and other insurance as appropriate for the services being performed hereunder by the Firm, its employees or agents. The amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The endorsed to provide the SHERIFF with thirty (30) days' written notice of cancellation and/or restriction.
2. Comprehensive General Liability Coverage must include:
 - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the SHERIFF 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 SHERIFF with thirty (30) days' written notice of cancellation and/or restriction.

4. Errors and Omissions Professional Liability Coverage must include:

- a. \$1,000,000.00 combined limit per claim.
- b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement
- c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide The AGENCY with ten (10) days' written notice of cancellation and/or restriction.

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

The Insurance Company(ies) shall be authorized to conduct business in the State. Any risk of loss of completed work on the Project, or work in progress on the Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

5.13 Addenda:

The AGENCY may issue Addenda to modify the proposal as deemed appropriate.

Addenda and clarification to this RFQ along with an Addenda Acknowledgement Form will be E-Mailed or faxed to all vendors receiving this RFQ. The Addenda Acknowledgement Form shall be signed by an authorized company representative, dated, and returned with proposal.

5.14 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 proposal protest must be submitted with the Property Manager or CFO within twenty – four (24) hours after the AGENCY's declaration of its intention with regard to an award. Written protest must be submitted to the Property Manager or CFO within ten 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 Walton County Sheriff's Office, in an amount not less than five percent (5%) of the lowest responsible proposal received by the AGENCY.

5.15 Blackout Period:

There shall be a blackout period during which no information shall be released regarding RFQs submitted to the Agency in response to an invitation to provide qualifications. The period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications or information or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Walton County Sheriff's Office of Property Management and the time the AGENCY awards the contract and resulting bid protest is resolved or the solicitation is otherwise cancelled.

5.16 Cost of Preparing RFO

The Walton County SHERIFF's Office is not liable for any costs incurred by a Firm in responding to this RFQ.

5.17 Public Access

- A. A request to inspect or copy public records relating to this Contract must be made directly to the AGENCY. If the AGENCY does not possess the requested records, it shall immediately notify the Firm of the request, and the Firm must provide the records to the AGENCY or allow the records to be inspected or copied within a reasonable time (§119.0701(3)). If the Firm fails to provide the public records within a reasonable time, the Firm may be subject to penalties under §119.10, F.S.
- B. The Firm shall comply with the requirements of Florida's Public Records law in accordance with Section 119.0701, Florida Statutes, the Firm 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 Firm 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 Firm or keep and maintain public records required by the public agency to perform the service. If the Firm transfers all public records to the public agency upon completion of the contract, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this contract, the Firm 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 FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FIRM’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FIRM SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Belinda Farmer, Records Management
 752 Triple G Rd.
 DeFuniak Springs, Florida 32433
 850-892-8111
bfarmer@waltonso.org

SECTION 6 – EVALUATION OF STATEMENTS

6.1 Evaluation Criteria:

In accordance with Section 287.055, Florida Statutes or most recent supplement, final rankings of the Firm will be presented to the Walton County Sheriff for approval and authorization to negotiate with top ranked Firms. Ranking and selection will be based on the following categories.

Stage 1: Mandatory Criteria*

**Satisfied?
(Yes/No)**

- 1) Demonstrates experience providing requested services for similar projects of scope and scale by providing three (3) examples of projects completed on budget and on time within the past 5 years.
- 2) Demonstrates direct industry experience and familiarity with commercial type designs, construction and operations.

*Walton County Sheriff’s Office may discontinue the evaluation of, and reject any response that does not satisfy the Mandatory Criteria.

Stage 2: Rated Criteria – 100 possible points

Points

- | | |
|--|----|
| 1) Qualifications of Firm: Availability, experience, capacity and skill to provide the required services. | 20 |
| 2) Experience of Firm: Identify a minimum of three (3) projects similar in size and scope completed within the past five (5) years. | 15 |
| 3) Experience of Key Players: Provide resumes of key players to document education and experience in working on projects of similar size and scope. | 15 |
| 4) Approach to the project/responsiveness to the RFQ. | 20 |
| 5) Firm Capacity: Provide a description of current and anticipated workload for the next 24 months. | 5 |
| 6) Suggested timeline. | 5 |
| 7) Proposer’s office location. | 5 |
| 8) References: Provide three (3) references associated with the “Experiences and References” projects listed in Item 2. Include the current contact name, telephone number, and e-mail address for each individual or organization. The “Key Players” identified in Item 3. Teams will be evaluated based on references from other clients, attesting to Firm’s past performance, including quality of work, adherence to project schedules, and adherence to project budgets. | 15 |

Firms/teams may be short listed by the Agency's review team.

SECTION 7 - AWARD OF SUBMITTAL:

The AGENCY will award this RFQ to the responsive proposer with the best cumulative score and who best meets the AGENCY's Project service needs. In the event the best cumulative proposer is found to be non-responsive, the SHERIFF may proceed to the next best cumulative responsive proposer and continue the award process. *The AGENCY reserves the right to reject proposals from firms whose Dun & Bradstreet Comprehensive Report, past work performance, including timeliness of completion of projects, and/or payment history of subcontractors or materialmen is deemed by the SHERIFF to be unsatisfactory.*

SECTION 8 – TERMS AND CONDITIONS:

8.1 Termination of Contract:

The SHERIFF may terminate the contract with the Firm at any time with or without cause, or with or without prior notice.

8.2 Term of Contract:

The term of the contract shall be for two (2) years-beginning on the date of its complete execution with an option to renew for one (1) additional two year term at the sole discretion of the SHERIFF, unless earlier terminated by the SHERIFF.

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

The following information will be provided to the Walton County 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: “Fo r Pro fi t” or “No t fo r Prof i t”

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: _____

EMAIL: _____

SIGNATURE: _____

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 Walton County Sheriff's Office,

**Walton County, 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(1)(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 an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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 _____
COUNTY 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 statement)

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

UNAUTHORIZED ALIENS

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

By signing below the bidder/proposer 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 Agency 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 Agency contracts for a period of five years.

Signature _____

Printed Name _____

Title _____

Date _____

STATE OF FLORIDA;
COUNTY OF _____;
Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public [SEAL]

My commission expires _____

[] Personally known
[] Produced Identification
Type of Identification: _____