REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES AS AGENT /ARCHITECTURAL ADVISOR FOR PINELLAS SUNCOAST FIRE & RESCUE DISTRICT

RFQ #23-001
REISSUE

NEW FIRE STATION CONSTRUCTION

RFQ DUE DATE/TIME	July 5, 2023, 2:00 p.m.
LAST DAY FOR QUESTIONS	July 5, 2023, 2:00 p.m.
RFQ NUMBER	#23-001
POINT OF RECEIPT	304 1st Street Indian Rocks Beach, FL 33785

REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL SERVICES
AS AGENT/ARCHITECTURAL ADVISOR FOR
PINELLAS SUNCOAST FIRE & RESCUE DISTRICT
RFQ #23-001

SECTION 1
GENERAL INFORMATION AND INSTRUCTIONS

1) DEFINITIONS

a. Pinellas Suncoast Fire & Rescue District may hereinafter be referred to as "DISTRICT" or "District."
b. "Responder" means any entity or individual submitting a response for the pending solicitation who will be referred to as the "Responder."
c. All references to days in this solicitation mean calendar days, unless otherwise stated.
d. All references to "shall," "must," and "will" are to be interpreted as mandatory language.
e. The Request for Qualifications is a competitive selection method selected for this pending solicitation and will be referred to as the "RFQ."
f. "Successful Responder" means the successful Responder with whom an Agreement is entered into by the District.
g. The terms "Contract" and "Agreement" are used interchangeably and have the same definition for purposes of this RFQ.
h. "Project" means the District's new fire stations construction projects as described in Exhibit A ("Project").
i. To the greatest extent authorized by law, this Request for Qualifications process is a competitive selection method that is being used to select a Responder to enter into a professional services agreement with the District for direct contractual representation of the District throughout the District's use of the P3 Process authorized by Section 255.065, Florida Statutes, for the District's Project that has been deemed a "Qualifying Project" under Section 255.065(1)(i)4, Florida Statutes, by the District's Board of Commissioners.

2) PURPOSE

a. The District seeks responses from qualified Responders to provide professional services as described in this RFQ in accordance with the requirements of Section 255.065 and Section 287.055, Florida Statutes, and other applicable Florida law. The Scope of Work for the Project is described in Exhibit A.

b. This RFQ has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Responders who wish to submit a response for consideration.

3) INSTRUCTIONS

a. Each Responder shall submit seven (7) sealed responses, one clearly marked as "Original", and six (6) copies, and one (1) electronic copy enclosed and secured in an envelope/package. The Responder shall clearly mark and display the Responder's name and address, the RFQ number, and the Project identification on the outside of the envelope/package. The District is not responsible for unidentified responses. Responses shall be addressed to:

Jeffrey Davidson
Fire Chief
Pinellas Suncoast Fire & Rescue District
304 1st Street
Indian Rocks Beach, FL 33785

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

b. Each Responder shall submit their response to the Chief, or his designee, at the District's administrative offices at the above address no later than July 5, 2023, at 2:00 p.m., at which time all responses will be opened and only the names of the Responders will be announced. Responses received after the deadline will not be considered. Responders mailing their response must allow a sufficient mail delivery period to insure timely receipt of their response by the District. The District is not responsible for responses delayed by mail and delivery services. The delivery of the sealed response envelope required from each Responder prior to the time and date of the deadline for submitting responses is solely and strictly the responsibility of the Responder.

c. Responses shall remain firm for not less than one hundred twenty (120) calendar days from the response deadline stated above.

d. The District is not liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne solely by the Responder.

e. There will **NOT** be a pre-response conference. All prospective Responders should review the RFQ document and submit all questions and/or requests for additional information to the Chief, or his designee, by the deadline for questions and/or requests for additional information of June 28, 2023 at 2:00 p.m. All questions relating to this RFQ must be submitted via email to the Chief, or his designee, before the above deadline.

f. Prior to submitting a response, each Responder shall carefully examine the RFQ document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFQ documents and notify the District of any conflicts, errors, or discrepancies. Each Responder is solely responsible for reading and completely understanding the requirements and specifications of the RFQ documents.

g. Before submitting responses, interested firms or individuals must make all necessary investigations to inform themselves thoroughly as to all requirements of this Request for Qualifications/Competitive Selection Process. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the future will be accepted as an excuse for any failure or omission on the part of the successful Responder to fulfill, in every detail, all the requirements of the RFQ and all of the professional services contract requirements of the District for the subject Project, nor will they be accepted as a basis for any claims whatsoever for extra compensation.

h. By submission of a response, each Responder guarantees that all goods and services shall meet the requirements of the RFQ and the subsequent Agreement between the District and the successful responder during the Agreement period.

i. All Responders are hereby notified that any deviations from the requirements stated in the RFQ documents or any failure to submit all information required by the RFQ documents may result in the rejection of their response by the District, in the District's sole discretion. All submitted responses must be properly signed and, where applicable, corporate and/or notary seals must be attached. All blanks on all forms must be completed in writing. All names of all individuals executing documents must be typed or printed below their signature.

j. Responses may be withdrawn, in writing, if the written withdrawal is received by the Chief, or his designee, at the Chief's address stated above, prior to the deadline fixed for the receipt of responses. Responders cannot withdraw or modify their responses after the response deadline of 2:00 p.m. on July 5, 2023.

k. Responders cannot assign or otherwise transfer their responses to others either prior to or after they are submitted.

l. Faxed responses or emailed responses will not be accepted.

m. Each Responder shall separately describe any specific work or actions that the Responder is NOT including in the response scope or work, including specific professional services that are not included.

n. Each Responder shall follow the below stated directions for response preparation:

    i. All responses shall be complete and carefully worded and must convey all of the information requested by the District. If significant errors are found in the response, or if the response fails to conform to the essential requirements of the RFQ, the District, in its sole discretion, will determine whether to accept or reject the response because of the variance.

    ii. Responses are to be prepared simply and in a manner designed to provide the

District with a straightforward presentation of the Responder's capability to satisfy the requirements of this RFQ. The Responder's response must follow the RFQ format, utilizing the same section titles, schedules, and paragraphs.

iii. The Responder must clearly mark as "Confidential" each part of their response which they consider to be proprietary information that could be exempt from disclosure under Florida law as set forth in Chapter 119, Florida Statutes. The District reserves the right to determine whether any response information should be exempt from disclosure and no legal action may be brought against the District or its agents for its determination.

iv. The Responder shall make its response in the official name of the entity or individual under which business is conducted (showing the official business address).

v. The Responder shall include on the response the Federal Employer Identification Number (FEIN) and the DUNS number of the entity issuing the response.

vi. The Responder shall include all applicable requested information and is encouraged to include any additional information the Responder wishes to be considered. If the response includes any comments over and above the specific information requested in the RFQ, the Responder shall include this information as a separate Exhibit B-3 to the response.

vii. The Responder shall clearly write in ink or type-write all information requested in this RFQ and shall complete all blanks in the RFQ.

viii. A person duly authorized to legally bind the Responder shall execute all required documents in ink.

ix. Each copy of the response should be bound in a single volume where practical.

x. All Responders submitting a response in this competitive selection process are solely responsible for all errors in their response.

o. To maintain the integrity of the competitive selection process, all questions must be directed solely to the Chief, or his designee, in accordance with Section 3)e.

p. Responders are prohibited from contacting other District personnel or Commission members relative to this RFQ. Such discussions are not binding on the District, and may result in disqualification of the Responder.

q. The successful Responder will not be required to provide a Project performance bond and a Project payment bond which satisfies the requirements of Florida law for a public agency

Project. A bid bond will not be required for this RFQ.

r. All responses must include the following information for the Responder and all named subcontractors, if any. The following information shall be described in Exhibit B-1 except for the credit report described in section (d) below.

i. QUALIFICATIONS (Exhibit B-1)

a. An overview of the Responder and all named subcontractors or subconsultants, if any, including, if applicable, the number of business officers, partners, members, shareholders and professionals employed by the Responder.

b. The number and type of governmental clients served and the number and type of private sector clients served in projects similar to the subject Project.

c. A description of any disciplinary actions or lawsuits that have been instituted or proposed against the Responder and any named subcontractors during the last three (3) years, which includes a final or expected outcome, and any pending disciplinary matters or lawsuits of which the Responder is aware (these disclosure requirements pertain to all officers, directors, shareholders, partners, members and other licensed individuals employed by the responder or by any named subcontractors).

d. If requested by the District, a credit report prepared within sixty (60) days of the request by the District demonstrating the financial viability of the Responder. Such report may be provided by a reputable, independent credit reporting agency and will have to be submitted to the District upon the District's request for same.

e. The selected Responder will be required to provide evidence of sufficient general commercial liability insurance coverage in an amount satisfactory to the District, workers' compensation, vehicle insurance coverage in an amount satisfactory to the District, professional liability coverage in an amount satisfactory to the District, and other insurance coverages that are required by the District. Each Responder shall submit evidence of the Responder's ability to acquire the necessary insurance coverages.

f. Evidence of whether the Responder, or any named subcontractors, has ever failed to provide similar professional services to a contracting party that is a government agency or otherwise similar to the District.

g. Evidence of whether the Responder, or any named subcontractors, has ever been refused approval by any Federal, State, or other government agency as a responder on a similar RFQ.

h. Description of experience and familiarity with projects of a similar nature, including dates, description, budget, final cost, time schedule, change orders and compensation received in connection with work performed.

ii. STAFFING (Exhibit B-1 continued)

a. Description of the Responder's current and projected workloads and the management structure or organization proposed for the provision of the services necessary to meet the District's needs for the professional services required for the District.

b. If subcontractors or subconsultants will be used for any services, a detailed description of the arrangement and the qualifications of the named subcontractor(s) or subconsultant(s).

c. Indication of the business office of the Responder that will staff the upcoming engagement with the District and the name of the principal responsible representative of the Responder for the District.

d. Provide brief resumes of the individuals that will be involved with the upcoming engagement, including but not limited to:

(1) formal and any supplemental education;
(2) a list of governmental/private clients served by each staff member;
(3) length of time with the responder;
(4) qualifications/abilities to be utilized for the District.

e. Provide a statement of whether the Responder has a Drug Free Workplace Policy.

(1) The Responder shall be required to execute Exhibit C attached hereto concerning the Responder's Drug-Free Workplace Program.

f. The Responder should indicate whether it or any of its named subcontractors are a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.

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

a. Describe the Responder's expectations for administrative assistance and dialogue between the Responder, the District and others (i.e. anticipated meetings, conferences, interviews).

b. Please provide a list of the last five (5) professional services contracts entered into with government agencies for a similar scope of work or project. The list must

include the following information:

(1) names of contracting parties;
(2) name, address, telephone number and email address of contact person for the contracting government agency;
(3) date of contract;
(4) general scope of work provided; and
(5) any other relevant information concerning the project scope of work for the professional services provided.

c. Please provide a list of no less than three (3) and preferably five (5) references. Each reference must include the following information:

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

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

s. NARRATIVE RESPONSE STATEMENT (Exhibit B-2)

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

i. The Responder's familiarity with the professional services required for the District's Project, including but not limited to: architectural services and/or engineering services, reviewing and evaluating design alternatives, reviewing and evaluating final plans and specifications, reviewing and evaluating cost estimates, reviewing and evaluating bid documents, reviewing and evaluating contract documents, interacting with the constructor of the Project selected by the District, completing the construction oversight, and providing other miscellaneous professional services required under Section 255.065, Florida Statutes, and especially Section 255.065(3)(a)5, Florida Statutes.

ii. How the subject professional services will be provided.

iii. The Responder's familiarity with Federal, State and local environmental regulations, including the Federal Clean Water Act, the Federal Endangered Species Act, and Florida's Water Resources Act, and with other government regulations, including land development regulations and building code regulations, which may be applicable to the District's Project.

iv. The Responder's familiarity with regulatory staff of Federal, State and local governmental agencies from whom the District will be expected to acquire all necessary permits and authorizations for the District's Project.

v. The Responder's knowledge of building standards and National, State and local building criteria for the District's Project, including LEED requirements.

vi. The Responder's ability and willingness to perform routine recurring coordination with the Chief, or his designee, in order to ensure that the Project's final product is consistent with the required needs of the District and with the scope of the District's Project.

vii. The Responder's ability and willingness to provide periodic reports to the Board of Commissioners and other appropriate District staff on the status of the District's Project and the progress.

viii. Statement of willingness to agree that the District has the authority to terminate the agreement with the selected Responder and to pay for services rendered by the Responder through the date of termination.

t. SCOPE OF WORK

The District is contemplating the construction of three new fire stations within the District. A more particular description of the Scope of Work for the Project and the professional services required under this RFQ is attached hereto as Exhibit A.

4) EVALUATION, AWARD CRITERIA, AND SELECTION PROCESS

a. The District may conduct such investigations as the District deems necessary and appropriate to assist in the evaluation of any response and to establish the responsibility, qualifications, and financial ability of any Responder.

b. The Chief, or his designee(s), shall conduct response evaluations and present recommendations to the District's Board of Commissioners for its consideration in selecting a Responder.

c. As a first step in the evaluation process by the Board of Commissioners, the Board of Commissioners shall determine which responders are "qualified" to perform the requested professional services. As a part of the determination of which Responders are qualified, the Board of Commissioners shall consider each Responder's: qualifications, capabilities, availability, adequacy of personnel, past work and record, and experience of the Responder and the Responder's named subcontractors, if any.

d. Upon determining which Responders are qualified to perform the professional services requested in this RFQ, the Board of Commissioners will evaluate each response and select and/or rank at least three (3) of the qualified Responders, if there are at least three (3) qualified Responders, using factors that include, but are not limited to:

   i. Completeness and accuracy of the response;
   ii. Compliance with the specifications requirements;
   iii. Abilities of each Responder's personnel;
   iv. The capability of proposed subcontractors and subconsultants, if any;
   v. Past performance and relevant experience;
   vi. Willingness to meet time and budget requirements;
   vii. Location of designated business office;
   viii. Current and projected workloads;
   ix. Whether a Responder is a certified minority business enterprise;
   x. Whether a Responder has a Drug Free Workplace Policy;
   xi. The volume of work previously awarded to each Responder; and
   xii. The professional services proposed by the Responder.

e. The Board of Commissioners may invite the Responders to make public presentations regarding their responses at a public meeting of the Board of Commissioners prior to the Board of Commissioners taking official action to determine which Responders are qualified Responders or prior to the Board of Commissioners taking official action to select and/or rank the qualified Responders. At this time, the District does not anticipate receiving public presentations from Responders as a part of the District's decision making in this competitive selection process.

f. The Board of Commissioners anticipates evaluating each response using the above referenced factors and evaluation process outlined above. In the alternative, the Board of Commissioners may unilaterally select a different selection process which satisfies the requirements of Florida law.

g. The Board of Commissioners reserves the right to waive any non-material deficiencies in any response, in its sole discretion. Further, the Board of Commissioners reserves the right to accept the response that, in its judgment, will be in the best interest of the District or to reject any or all responses, in its sole discretion, and to take such other and further action as the Board of Commissioners deems appropriate and in the best interest of the District, in its sole discretion. The District reserves the right to re-advertise for additional

responses to the Request for Qualifications, in its sole discretion.

h. Once the Board of Commissioners has held a public meeting to qualify and select/rank the Responders, the individual(s) designated by the Board of Commissioners as the District's negotiating team may schedule a meeting to negotiate a satisfactory Agreement between the District and the highest ranked Responder selected by the Board of Commissioners. If an agreement cannot be reached within a reasonable period of time, in the District's sole discretion, the negotiations with said Responder shall be formally terminated through the declaration of an impasse and no further action may be taken to enter into an Agreement with said Responder. If the Responders are ranked and if an impasse is declared with the highest ranked Responder, the Agreement negotiation process described above may occur with the second ranked Responder, and thereafter the same Agreement negotiation process may be used with each of the next ranked Responders until an Agreement is successfully negotiated with a Responder who has been determined to be qualified by the Board of Commissioners.

i. The District reserves the right to negotiate all Agreement terms and provisions. The negotiating team designated by the Board of Commissioners will negotiate the scope and quality of services being offered and will attempt to reach a final agreement with a Responder subject to final review and approval of the Agreement with a Responder by the Board of Commissioners in the Board of Commissioner's sole discretion.

j. It is anticipated that any Agreement between the District and a Responder may include Agreement articles that provide that there will be a GUARANTEED MAXIMUM NOT TO EXCEED AGREEMENT PRICE.

k. Upon successful negotiation of an Agreement with one of the selected/ranked Responders, the District's negotiating team shall present the proposed Agreement that has been successfully negotiated with the Selected Responder to the Board of Commissioners for consideration and possible approval. The Board of Commissioners may accept or reject the proposed Agreement, in the Board of Commissioners' sole discretion, and thereafter authorize the execution of the accepted proposed Agreement or the continuation of negotiations or the termination of negotiations accordingly.

l. The District anticipates entering into an Agreement with a qualified Responder who is selected/ranked by the Board of Commissioners using the selection process described above. In the event the District is not successful in negotiating an Agreement with any of the Responders selected/ranked by the Board of Commissioners, the Board of Commissioners may reopen and/or terminate continued formal negotiations with any one of the qualified Responders, in the Board of Commissioners' sole discretion; however, the negotiating team shall not negotiate with more than one Responder at a time. Further, if the negotiating team designated by the Board of Commissioners is unable to negotiate a

satisfactory Agreement with one of the selected/ranked Responders, the Board of Commissioners may select/rank additional qualified Responders and continue negotiations in accordance with the process outlined herein and in Florida law until an Agreement is reached with a qualified Responder, or the Board of Commissioners may terminate all negotiations and re-advertise for additional responses, in the Board of Commissioners' sole discretion.

m. The District will post the Board of Commissioners' decision on the selecting/ranking of the Responders on the District's website within seven (7) calendar days after the date of the said action.

n. Interested parties are advised to contact the Chief, or his designee, for the date, time, and agenda of any public meeting of the Board of Commissioners where the Board of Commissioners will be evaluating and possibly selecting/ranking Responders. At this time, it is anticipated that the Board of Commissioners will be evaluating and possibly selecting/ranking qualified Responders during the regular Board of Commissioners meeting that is scheduled for July 18, 2023. The Board may choose to hold a special meeting for this purpose. In this case, that meeting date will be agreed upon and publicly noticed according to all applicable laws.

o. In all cases, the Board of Commissioners reserves the authority, in its sole discretion, to take such official action that it deems to be in the best interest of the District in a manner which satisfies the requirements of Florida law.

p. By submitting a response, each Responder recognizes and agrees that the District may reject its response based upon the District's exercise of its sole discretion. Every Responder waives any claims it may have for damages or other relief resulting directly or indirectly from the rejection of its response based upon any ground whatsoever including the District's exercise of its sole discretion and the District's disclosure of, or refusal to disclose, any pertinent information related to the reasons for the District's rejection of said response.

5) POST AWARD REQUIREMENTS

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

b. DELIVERY OF CERTIFICATES OF INSURANCE AND OTHER DOCUMENTATION
When the successful Responder delivers the executed Agreement, or an appropriate

amendment thereto, to the District, the successful Responder shall also deliver to the District such Certificates of Insurance and other documentation as may be required.

6) GENERAL INFORMATION AND REQUIREMENTS

a. AFFIRMATIVE ACTION

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

b. AMBIGUOUS OFFERS

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

c. EXPLANATION TO PROSPECTIVE RESPONDERS

Every effort has been made to ensure that all information needed to prepare a response is included in this RFQ. If a Responder finds the Responder cannot complete their response without additional information, the Responder may submit written questions to the Chief, or his designee, before the deadline set forth herein. No further questions will be accepted after the deadline set forth herein of July 5, 2023 at 2:00 p.m.

d. AMENDMENTS

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

e. LIMITATIONS ON DISCUSSIONS

By a submission of a response to this solicitation, each Responder agrees that during the time following issuance of the RFQ and prior to final award of an Agreement, each Responder shall not discuss this competitive selection process with any party except the Chief, or his designee, and the Agreement negotiation team designated by the District Board of Commissioners. No Responder shall attempt to negotiate with any other parties, and no Responder shall discuss any aspects of the competitive selection process with any other parties without the prior written approval of the Chief, or his designee.

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

i. The District reserves the unqualified right to reject any and all responses or accept such responses, as appears in the District's own best interest.

ii. The District reserves the unqualified right to waive technicalities or irregularities of any kind in responses made pursuant to this RFQ.

iii. In all cases, the District shall be the sole judge as to whether a Responder's response has or has not satisfactorily met the requirements of a response made pursuant to this RFQ.

iv. The District may reject any response that fails to conform to the requirements of the RFQ.

v. The District may reject any response that does not conform to the applicable specifications unless the RFQ authorized the submission of alternate responses and the services offered as alternates meet the requirements specified in the RFQ.

vi. The District may reject any response that fails to conform to any delivery schedule or permissible alternates stated in the RFQ.

vii. The District may reject a response when the Responder imposes conditions that would modify requirements of the RFQ or limit the Responder's liability to the District.

viii. A Responder may be required to delete objectionable conditions from a response.

ix. Responses received from any person or entity that is suspended, debarred, proposed for debarment or declared ineligible as of the response opening date shall be rejected unless a compelling reason is made by the Responder and accepted by the District.

x. The Board of Commissioners shall reject responses received from Responders where the response is determined to be non-responsive.

xi. The originals of all rejected responses, and any written findings with respect to such rejections, shall be preserved with the papers relating to the RFQ.

g. COMPLETE DOCUMENTS

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

h. RFQ ADMINISTRATION

Questions or problems arising during the RFQ award process shall be directed to the Chief, or his designee.

i. PUBLIC ENTITY CRIMES
Section 287.133(3)(a), Florida Statutes, requires submission of a sworn statement regarding Public Entity Crimes which must be signed and notarized and submitted with the response for the Responder and all named subcontractors, if any. A form for this purpose is attached hereto as Exhibit F.

j. WITHDRAWAL OF RESPONSES
Responses may be withdrawn either in writing or in person through an authorized representative at any time prior to the RFQ submission deadline. After the RFQ submission deadline, responses may not be withdrawn or modified except to the extent agreed to by the District during subsequent Agreement negotiations.

k. RESPONSES AS PROPERTY OF THE DISTRICT
Once a response is received, it becomes the property of the District and may not be returned to Responders even when they are withdrawn from consideration. Further, the District may, at the District's sole discretion, use any part of any response by any Responder and, by submitting a response, each Responder agrees to the District's use of same and each Responder specifically waives any and all legal claims they may have against the District for the District's use of same.

l. PUBLIC INSPECTION OF RESPONSES
Responses may be made available for public inspection at the time described in Section 119.071, Florida Statutes.

m. RIGHT OF REJECTION
To reiterate, in all instances, the District shall have the unilateral right to reject any and all responses and waive any and all deficiencies or irregularities in any responses submitted by any Responder in the District's sole discretion, and in a manner which satisfies Florida law. In particular, the failure of any Responder to satisfy all requirements of this RFQ may result in the rejection of the Responder's response by the District, in the District's sole discretion.

n. NON-DISCRIMINATION
The District does not discriminate on the basis of age, race, color, sex, religion, national origin, disability or marital status.

o. SWORN RESPONSE
All responses must be executed and dated on Page 19 by an authorized representative of the Responder who must also print the name, title, mailing address, telephone number, facsimile number, e-mail address, and occupational license number of the Responder. Each Responder must execute their response under oath in the presence of a notary public who must complete a notarization paragraph.

p. AFFIRMATIONS

Each Responder shall be required to include signed and notarized written Affirmations with their response. The form of the Affirmations that must be signed, notarized and submitted with each response is attached hereto as Exhibit E.

q. POSSIBLE AGREEMENT TERMS

The following Agreement concepts/terms may be included in the Agreement, verbatim or in a modified form, between the District and the selected Responder in addition to other Agreement concepts/terms negotiated by the parties. By including the following Agreement concepts/terms in this RFQ, the District is not bound to agree to the Agreement concepts/terms as specifically written herein and all terms of the final Agreement are subject to the final approval of the District's Board of Commissioners in the sole discretion of the Board of Commissioners.

i. Default

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

ii. Subcontracts

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

District harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of the Responder (of any tier) for compensation, damages, or otherwise, including any cost incurred by the District to investigate, defend, or settle any such claim.

iii. Florida Sales Tax

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

iv. Indemnification

Consistent with Section 725.08, Florida Statues, Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

v. Severability

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

vi. E-Verify

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

vii. Public Records.

a) Duty to Maintain and Provide Records. Consultant shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests

performed or utilized by Consultant shall be made available to the District upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.

b) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT PHONE (727) 595-1117, EMAIL KHAMPTON@PSFRD.ORG, OR MAIL 304 1st STREET, INDIAN ROCKS BEACH, FL 33785.**

c) Post Contract Responsibilities. Upon completion of this contract, Consultant shall keep and maintain, at no cost, to the District, all public records produced under this Agreement in the possession of the Consultant or shall transfer them to the District. If the Consultant transfers all public records to the District, Consultant shall destroy any duplicate public records. If Consultant keeps and maintains public records after completion of the contract, the Consultant shall meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be provided to the District upon request from the District in a format that is compatible with the information technology systems of the District.

d) **Exempt Records.** Consultant shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the Consultant does not transfer the records to the District.

e) Trade Secrets. Under Florida laws including Sections 119.071(1)(f) and 1004.22 Florida Statutes, trade secrets are exempt from disclosure as a public record. If a records request is made of the District for public disclosure of trade secrets owned by or licensed to the Consultant and the Consultant has clearly marked the record as "Trade Secret – Exempt from Public Disclosure" the District will advise the Consultant of such request. In the event a dispute arises regarding the records request, Consultant has the sole burden and responsibility to take all legal measures necessary to protect the record from disclosure.

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

s. To the greatest extent authorized by law, this Request for Qualifications process is a competitive selection method that is being used to select a Responder to enter into a professional services agreement with the District for professional services as referred to in Section 255.065(3)(a)5., Florida Statutes, and other applicable Florida law, including

Section 287.055, Florida Statutes, for the Project.

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

RESPONDER

(Name of Corporation or Entity)_____

By: _____

Name: _____

Title: _____

Mailing Address:_____

Telephone Number:_____

Facsimile Number:_____

Email Address:_____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by [_] physical presence or [_] online notarization by _____ (name), as_____(title) of _____ (responder), a _____entity, on behalf of _____(responder), this _____ day of _____, 2023.

☐ ☐
Personally Known or Produced Identification
Type of Identification Produced _____

_____
Notary Public

_____
Print Name

_____
NOTARY SEAL

THIS PAGE MUST BE RETURNED WITH RESPONSE

EXHIBIT A
SCOPE OF WORK

This Exhibit A generally describes the scope of work for professional services to be provided to the District.

The District received a proposal from Fortress Secured, LLC, to design, construct, and finance buildings and site improvements for three new fire stations. One fire station is located at 13501 94th Avenue, in unincorporated Pinellas County, Florida, that is currently a two-story building and is approximately 10,682 square feet. The other two fire stations will be located near the beaches in Indian Rocks Beach and Indian Shores. These stations will each be two-story and approximately 9,110 square feet and 7,120 square feet, respectively. The District has determined that this is a "Qualifying Project" and intends to use the Public-Private Partnership (P3) Process authorized by Section 255.065, Florida Statutes, to implement it.

The Scope of Work includes providing professional architectural and engineering services to review the Qualifying Project to satisfy the requirements of Section 255.065(3)(a)5, Florida Statutes, and providing professional services to the District related to other projects as the District may request. The successful Responder will provide professional services, including but not limited to professional review and evaluation of the design and construction proposed by the initial and subsequent proposers to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards consistent with public projects. Professional services may include preparing design criteria packages; technical design reviews; assistance with procurement, contract negotiation and management; providing architectural, engineering, and construction inspection services; and project management before, during, and after construction. The review will include evaluating the proposals for design and construction of the fire stations as well as review of the financing options presented by each Responder.

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EXHIBIT B

BASIC RESPONSE SUBMITTALS

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

1. The Responder shall submit, as Exhibit B-1 of the response, a description of qualifications and relevant experience of the Responder. Exhibit B-1 should include separate descriptions of qualifications and relevant experience of the principals of the Responder who will be providing the professional services to the District and a separate description of the qualifications and relevant experience for known subcontractors who are going to provide professional services. At a minimum, Exhibit B-1 must include a description of the following qualifications and relevant experience items:

    a. An overview of the Responder and all known subcontractors, if any, including, if applicable, the number of business officers, partners, members, shareholders and professionals employed by the Responder.

    b. The number and type of governmental clients served, and the number and type of private sector clients served in projects similar to the subject Project.

    c. A description of any disciplinary actions or lawsuits that have been instituted or proposed against the Responder and any known subcontractors during the last three (3) years, which includes a final or expected outcome, and any pending disciplinary matters or lawsuits of which the Responder is aware (these disclosure requirements pertain to all officers, directors, shareholders, partners, members and other licensed individuals employed by the Responder or by any known subcontractors).

    d. The successful Responder will be required to acquire and maintain general commercial liability insurance coverage, workers' compensation coverage, vehicle insurance coverage, professional liability coverage, and other insurance coverages that are in the amounts required by the District for the Project. Each Responder shall submit evidence of the Responder's current insurances coverages referenced above that may be applicable to the District's Project.

    e. Evidence of whether the Responder, or any known subcontractors, has ever failed to provide similar professional services to a contracting party that is a government agency or otherwise similar to the District.

    f. Evidence of whether the Responder, or any known subcontractors, has ever been refused approval by any Federal, State, or other government agency as a responder on a similar RFQ.

g. Description of experience and familiarity with projects of a similar nature, including dates, description, budget, final cost, time schedule, change orders and compensation received in connection with work performed.

h. Description of the Responder's current and projected workloads and the management structure or organization proposed for the provision of the services necessary to meet the District's needs for the professional services required for the District's Project.

i. Indication of the business office of the Responder that will provide the staffing with the District and the name of the principal responsible representative of the Responder for the District's Project.

j. Provide brief resumes of the individuals that will be involved with the upcoming Project of the District, including but not limited to:
   (1) formal and any supplemental education;
   (2) a list of governmental/private clients served by each staff member;
   (3) length of time with the Responder; and
   (4) qualifications/abilities to be utilized for the District.

k. Include the general qualifications and technical competency of the individuals in the Responder's firm and the specific qualifications and technical competency of the individuals that will be involved in the District's Project.

l. Include a comprehensive list of similar projects the Responder has completed in the past ten (10) years which includes the name and telephone number of contact persons or the owners of such projects.

m. Describe the Responder's expectations for administrative assistance and dialogue between the Responder, the District and others (i.e. anticipated meetings, conferences, interviews).

n. Provide a list of the last five (5) professional services contracts entered into with government agencies under similar factual circumstances. The list must include the following information:
   (1) names of contracting parties;
   (2) name, address, telephone number and email address of the contact person for the contracting government agency, the date of contract, and the general scope of work provided; and
   (3) any other relevant information concerning the project scope of work or the professional services provided.

o. Please provide a list of no less than three (3) and preferably five (5) references. Each reference must include the following information:
   (1) name of reference;
   (2) name of contact person for the reference;
   (3) telephone number of the contact person for the reference;

(4) address of the contact person for the reference;
(5) electronic mail address of the contact person for the reference; and
(6) facsimile number of the contact person for the reference.

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

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

    a. Quarterly Financial Statements for the last four quarters of the Responder
    b. The most recent Annual Financial Statement for the Responder.
    c. A credit report prepared within sixty (60) days of submission of the written statement of financial qualifications demonstrating the financial viability of the Responder. Such report may be provided by a reputable, independent credit reporting agency and may be sealed in a separate envelope that will be opened only by the District.

3. The Responder shall attach a Narrative Statement to the Response as Exhibit B-2.

    a. Every Responder must provide a narrative statement which provides the District with an overview of the basic professional services that will be provided to the District to satisfy the requirements of the District's Project and the professional services that will NOT be provided to the District related to the District's Project.

    b. Each Responder may include in their response, as a part of their Exhibit B-2 narrative statement, a description of what they believe differentiates the Responder and their response from other Responders and their responses for the benefit of the District.

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

EXHIBIT B-1
QUALIFICATIONS

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

EXHIBIT B-2

NARRATIVE STATEMENT

Attach the Narrative Statement of the Responder required in Exhibit B, Section 3 above.

EXHIBIT B-3
ADDITIONAL INFORMATION

Attach any additional information of the Responder as referenced in the Instructions section of the RFQ and in Exhibit B, Section 4.

EXHIBIT C
DRUG FREE WORKPLACE AFFIRMATION

The Responder affirms that, at all times material hereto and throughout the term of the Responder's Agreement with the Pinellas Suncoast Fire and Rescue District ("District") entered into pursuant to this RFQ, the Responder shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the Responder's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing any work under the RFQ for the District a copy of the statement required in subsection (1) above.

4. In the statement specified in subsection (1), notify the Responder's employees that, as a condition of working on any of the Projects for the District, the employee will abide by the terms of the statement published under Section 1 above and will notify the Responder of any conviction of, or plea of guilty or nolo contendere to, any violation of federal law or Florida law concerning the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is convicted of the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as referenced above.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this Drug-Free Workplace Affirmation.

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

[NEXT PAGE FOR SIGNATURE]

_____
Responder's Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by [_] physical presence or [_] online notarization by

_____, as _____(title) of _____

(Responder), a _____ entity, on behalf of _____ (Responder) this ____ day of

_____, 2023.

☐ Personally Known or ☐ Produced Identification

Type of Identification Produced _____

_____
Notary Public

_____
Print Name

_____
NOTARY SEAL

EXHIBIT D
NO RESPONSE STATEMENT

If a "No Response Statement" is to be submitted, please check the appropriate box(es) below and return this form, prior to the response opening date, to the Chief, or his designee, at 304 1st Street, Indian Rocks Beach, FL 33785. Responder, _____, elects to not respond to this RFQ due to the following reason(s):

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

_____

_____

_____

_____
Signature

_____
Print Name and Title

_____
For Responder (name)

_____
Date

EXHIBIT E
AFFIRMATIONS

1) Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by Pinellas Suncoast Fire and Rescue District ("District") for this response, and further, no District official or employee is directly interested in the outcome of this matter. This response is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other Responder or person, firm, or corporation, to put in a sham response, or to have any other person, firm or corporation refrain from responding. Further, the Responder has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said response or responses of any other Responder, or to secure any advantage against the District or any person, firm, or corporation.

2) The below signed Responder agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land. The Responder further agrees to hold harmless, defend and indemnify the District and its agents from any losses, including attorney's fees, incurred as a result of the Responder's failure to abide by any applicable Anti-Discrimination laws.

3) The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this response are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.

4) The Responder represents that the Responder has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Request for Qualifications (RFQ) Documents, the Work of the Project, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EO's), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications which are applicable to the Project and the scope of work or that may in any manner affect performance of the Work.

5) The Responder shall comply with all requirements, stipulations, terms, and conditions as stated in the RFQ documents.

6) The Responder currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFQ.

7) The Affiant named below is officially authorized to represent the Responder in whose name the response is submitted.

8) The undersigned hereby agrees to abide by all of the terms and conditions of the RFQ.

9) The Responder hereby warrants that the Responder has all required licenses, if any, to perform the services required by this RFQ and that such licenses will be in full force and effect throughout the duration of the performance of the scope of work of the RFQ and that any and all subcontractors to be employed by the Responder shall have all appropriate licenses to provide the services required under their subcontract.

10) The Responder hereby warrants that all services to be provided under this RFQ shall be completed in a timely fashion pursuant to an Agreement with the District and that time is of the essence.

11) The Responder agrees that if requested by the District, the Responder shall furnish additional information, references, financial statements, and other information for the District to sufficiently evaluate the Responder's response and the Responder's ability to perform the scope of work of the RFQ.

Dated:_____

_____
Signature

_____
Printed Name and Title

_____
Name of Responder

_____
Address

_____
Address

_____
Telephone Number

_____
Facsimile Number

_____
Electronic Mail Address

_____
Occupational License Number

_____
EIN

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by [_] physical presence or [_] online notarization by

_____, as _____(title) of _____

(Responder), a _____ entity, on behalf of _____ (Responder) this ___ day of

_____, 2023.

Personally Known or Produced Identification
Type of Identification Produced _____

_____
Notary Public

_____
Print Name

_____
NOTARY SEAL

EXHIBIT F
PUBLIC ENTITY CRIME AFFIDAVIT

THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

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

1. This sworn statement is submitted to the Pinellas Suncoast Fire and Rescue District, by:

_____
(Printed individual's name and title)

_____
(Print name of entity submitting sworn statement)

whose business address is:

_____

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

2. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in §287.133(1)(a), Florida Statutes means:

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a

binding contract and which bids 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.

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

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

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

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

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

_____
Affiant Signature
Print name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was subscribed and acknowledged before me by [_] physical presence or [_] online notarization by

_____, as _____(title) of _____

(Responder), a _____ entity, on behalf of _____ (Responder) this ___ day of

_____, 2023.

☐ Personally Known or ☐ Produced Identification
Type of Identification Produced _____

_____
Notary Public

_____
Print Name

_____
NOTARY SEAL