

CEDAR HAMMOCK FIRE CONTROL DISTRICT PUBLIC ANNOUNCEMENT

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK

RFQ 21-01

PROJECT NAME: Construction of Fire Training Tower
PROJECT LOCATION: 6601 53rd Avenue West, Bradenton, FL, 34210

The Cedar Hammock Fire Control District (District) is accepting Statements of Qualifications (SOQ) from qualified firms in response to this Request for Qualifications (RFQ) to provide services as the Construction Manager at Risk (CMR) for the above-referenced project (the "Project"). The Project will include, but not necessarily be limited, to the following: demolition and removal of a current wooden structure, to include support poles; removal and replacement of decking, railing support and stairs over an existing confined space mock-up; demolition of an existing wooden obstacle course; removal and relocation of an existing gas mock-up; relocation and installation of a vehicle fire prop and extrication pit; relocation of a prefabricated survival maze; and construction of a 50' x 50' x 48' (4-story) fire drill tower from a set of approved plans. Generally, it will be the responsibility of the CMR to integrate the design and construction phases, utilizing skill and knowledge of general contracting to develop schedules, prepare project construction estimates, and otherwise contribute to the development of the Project during the pre-construction phase. During the construction phase, the CMR will be responsible for construction of the Project under the Guaranteed Maximum Price (GMP) inclusive of all construction services therein.

The applicant must be properly licensed, and qualified to perform such work in the State of Florida at the time of application. If a corporation or similar entity, the applicant must be registered by the State Division of Corporations to operate in Florida at the time of application. The individual or firm must maintain their licenses and qualifications in good standing throughout the Project.

SOQs will be evaluated using the evaluation criteria included in the RFQ. The District reserves the right to reject any or all SOQs in whole or in part, to waive informalities in the process, to obtain new submittals, or to postpone the opening pursuant to the District's purchasing policies.

Applicant shall submit one (1) original, five (5) hard copies, and one (1) electronic copy in .pdf format (on CD or flash drive) of its SOQ to Cedar Hammock Fire Control District, 5200 26th Street W., Bradenton, FL 34207 prior to the deadline of **March 8, 2021, at 12:00 p.m.** The submittal package should be labeled "**RFQ 21-01 – CONSTRUCTION OF FIRE TRAINING TOWER – CONSTRUCTION MANAGER AT RISK – TIME SENSITIVE – DELIVER IMMEDIATELY TO ADDRESSEE.**"

RFQ packages are available at District Headquarters located at 5200 26th Street W., Bradenton, FL 34207 or on the District's website at www.chfr.org. For further information, contact Deputy Chief Kyle Bradshaw at 941-751-7090 or kbradshaw@chfr.org.

I. General Conditions

- A. The District, under the provisions of Florida Statutes, seeks SOQs from qualified firms to provide CMR services for the Project.
- B. SOQs must be received by the District at 5200 26th Street W., Bradenton, FL 34207 no later than 12:00 p.m., on Monday, March 8, 2021. SOQs may be submitted in person or via U. S. mail or courier service. Sealed packages must be plainly marked, “**RFQ 21-01 – CONSTRUCTION OF FIRE TRAINING TOWER – CONSTRUCTION MANAGER AT RISK**” along with the firm's name and address.

Submittals received after the stated time will be refused. It is the sole responsibility of the applicant to ensure the submittal is received on time. Submittals received after this time will be automatically rejected and returned unopened.

- C. Submit one (1) clearly marked, manually signed original proposal, five (5) complete copies, and one (1) electronic copy (CD or flash drive: .pdf format).
- D. The District reserves the right to reject any one or all SOQs, or any part of any SOQ, to waive any informality in any SOQ, and to award a contract deemed to be in the best interest of the District.
- E. A mandatory Pre-Submittal meeting will be held in person, and virtually through Zoom Communications Technology at 9:00 a.m. on Wednesday, February 17, 2021 at 6601 53rd Ave. W., Bradenton, FL 34210; (1-312-626-6799, Zoom meeting: Virtual ID: 88443354716, Password: 561076).
- F. Direct, in writing, all inquiries regarding the meaning or interpretation of this RFQ to Deputy Chief Kyle Bradshaw at 941-751-7090 or kbradshaw@chfr.org. The deadline to submit questions is Monday, March 1, 2021, at 11:00 a.m. All responses will be issued as addenda and posted on the District’s website. It is the sole responsibility of the applicant to determine if any addenda have been issued.
- G. From the date of release of this RFQ until award of the contract, no contact with any member of the District’s Board of Fire Commissioners or District staff (except as provided for herein) related to this RFQ is permitted. All communications shall be directed to the District representative listed above. Any such contact may result in the disqualification of the applicant’s submittal.
- H. All changes, modifications, or interpretations shall be handled by the District. In no case will verbal communication between the District and an applicant override written communications or documentation. All communications must be in writing to be considered part of this RFQ.

- I. Applicants shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of an SOQ is an agreement with all of the items and conditions referred to herein.
- J. SOQs will be evaluated on the firm's experience with renovations; ability of professional personnel; past performance; willingness to meet time and budget requirements; recent, current and projected workloads of the firm; and any other relevant factors as determined to be in the best interest of the District.
- K. SOQs shall be binding upon the applicant and irrevocable for ninety (90) calendar days following the RFQ opening date. Any SOQ in which an applicant shortens the acceptance period may be rejected.
- L. The District shall not be liable for any expenses incurred in the preparation of an SOQ. Applicant should prepare its proposal simply and economically, providing a straightforward and concise description of its ability to meet the requirements. Failure to submit all information requested may result in a proposal being considered "nonresponsive", and, therefore, rejected.
- M. This RFQ is subject to all legal requirements contained in the applicable District Policies and Procedures, as well as all applicable County, State and Federal statutes. Where conflict exists between this RFQ and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
- N. All prospective applicants will be afforded full opportunity to submit an SOQ for this Project and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for award of any contract entered into pursuant to this notice.
- O. The District reserves the right to:
 - 1. Request clarification and additional information from any applicant during the evaluation process.
 - 2. Negotiate with the selected CMR to include further services not identified in this RFQ.
 - 3. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
 - 4. Issue subsequent RFQs based on refinement of concepts proposed in response to this RFQ.
 - 5. Conduct investigations of the qualifications of the applicants as deemed appropriate.

- P. Submission of an SOQ indicates acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the SOQ and confirmed in the contract between the District and the selected CMR.
- Q. The applicant acknowledges that the District is subject to the Florida Public Records law. The applicant agrees that, to the extent any document produced under this RFQ constitutes a public record, the applicant shall comply with the Florida Public Records Law. Chapter 119, Florida Statutes requires that all material submitted in connection with a proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after proposal opening, whichever occurs first. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as “Exempt from Public Disclosure” with the firm's name and the RFQ number clearly marked on the outside. The District will not accept proposals when the entire document is labeled as exempt from disclosure. The District's determination of whether an exemption applies shall be final, and the applicant agrees to defend, indemnify, and hold harmless the District and the District's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the District's treatment of records as public records.
- R. The recommended award will be posted on the District’s website. Failure to file a timely written protest shall constitute a waiver of proposal protest proceedings.
- S. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, 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.

II. Terms of Contract

- A. The term of this contract is for complete CMR services including construction of the Project. Once the firm has been qualified and signed an agreement, the selected CMR must maintain its availability and keep all licenses and insurance certificates current in order to continue its qualification. Upon selection of the CMR and approval by the District’s Board of Fire Commissioners, a contract will be executed for pre-construction phase services only which includes the provision of the Guaranteed Maximum Prices (GMP) for construction of the Project by the CMR in accordance with the phased schedule. Subsequently, and in accordance with the terms and conditions of this RFQ, amendments to the CMR contract are anticipated to be issued for construction services upon acceptance by the Board of Fire Commissioners and approved as applicable.

- B. The RFQ, the SOQ, and any written documents supplementing, amending, or incorporating the SOQ shall be incorporated into the contract between the District and the selected firm unless expressly provided otherwise by the contract. The contract may be amended only by written agreement of the CMR and the District. The order for contract precedence will be the Contract, the RFQ, and the CMR's SOQ.
- C. All reports, documents, or other written material developed by the CMR in the performance of the contract shall be and remain the property of the District without restriction or limitation upon its use or dissemination by the District. Such material shall not be the subject of a copyright application by the CMR.
- D. At all times during the term of the contract, the CMR shall have in full force and effect all licenses required of it by law for performance of the CMR services for the Project.
- E. CMR and its subcontractors (if any) shall warrant compliance with all federal immigration laws and regulations that relate to their employees including, but not limited to, registering with, and using the E-Verify system. CMR shall agree and acknowledge that the District is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, F.S., apply to the contract. Notwithstanding, if the District has a good faith belief that CMR has knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under the contract, the District shall terminate the contract. If the District has a good faith belief that a subcontractor performing work under the contract knowingly hired, recruited, or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under the contract, the District shall promptly notify CMR and order CMR to immediately terminate the contract with the subcontractor. CMR shall be liable for any additional costs incurred by the District as a result of the termination of the contract based on CMR's failure to comply with the E-Verify requirements referenced herein.
- F. The CMR shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the contract. The District shall have access to such books, records, subcontract, financial operations, and documents of the CMR or its subcontractors as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the CMR's place of business.

III Proposal Procedures

A. Schedule

Action	Time and Date
Issue Request for Qualifications	February 8, 2021
Mandatory Pre-Submittal Meeting	9:00 a.m., Wednesday, February 17, 2021 6601 53 rd Ave. W., Bradenton, FL 34210 Virtual: 1-312-626-6799 Zoom meeting: ID: 88443354716 Password: 561076
Deadline for applicants to submit written questions or seek clarification of the RFQ. Responses will be issued as written addenda.	11:00 a.m., Monday, March 1, 2021
SOQ Submission Deadline	12:00 p.m., Monday, March 8, 2021
Evaluation Committee Meeting	8:00 a.m., Monday, March 15, 2021 5200 26 th Street W., Bradenton, FL, 34207 Virtual: 1-312-626-6799 Zoom meeting: ID: 83695471597 Password: 990322
Board Interviews with Shortlisted Applicants	6:00 p.m., Thursday, March 18, 2021 6601 53 rd Ave. W., Bradenton, FL 34210 Virtual: 1-312-626-6799 Zoom meeting: ID: 87959933772 Password: 443625
Evaluations finalized and Board's approval to negotiate with selected CMR	March 18, 2021

B. Award of Contract

1. The District intends to award a contract resulting from this RFQ to the responsible firm whose qualifications represent the best value after evaluation in accordance with the criteria in this solicitation.
2. The District reserves the right to evaluate SOQs and award a contract without interviews with applicants. Therefore, the applicant's SOQ should contain the applicant's best presentation of the applicant's capabilities and experience.
3. The District reserves the right to conduct negotiations with the highest ranked applicant.
4. The District reserves the right not to use all services contained in this RFQ.

IV Insurance Requirements

- A. The CMR, its subcontractors, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such certificates of insurance have been submitted to the District; nor shall the CMR permit any subcontractors, vendors, or suppliers to begin work until similar insurance to cover the subcontractors, vendors, or suppliers has been obtained and approved by the CMR.
- B. The minimum insurance coverage and limits required are shown by coverage line in the section below. Failure of the CMR to identify deficiencies in any insurance provided by subcontractors, vendors, or suppliers shall not relieve subcontractors, vendors, or suppliers from any insurance obligations
- C. Coverage Required
 1. Workers Compensation and Employer's Liability - Workers compensation insurance providing statutory benefits as required in the state of Florida.
 2. Commercial General Liability - The minimum limits of coverage shall be as follows:
 - a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products and Completed Operations
 3. Umbrella Liability: With limits of not less than \$1,000,000.00 per occurrence covering all work performed under the contract
 4. Commercial Automobile Liability - The minimum limits of coverage shall be as follows:
 - a. Bodily Injury and Property Damage: \$2,000,000 combined single limit
 - b. Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.
 5. Professional Liability Insurance - The scope involves professional services and Professional Liability Insurance is required covering liability for claims that arise from the negligent errors, omissions, or acts of the CMR and its subcontractors in the provision of professional services. The policy shall include Contractual Liability coverage and be effective (retroactively, if applicable) from the date of commencement of professional activities in connection with the scope until five (5) years following completion of the scope. A copy of the policy shall be provided to the District. Minimum limits are:
 - a. Prime Design Professional: \$1,000,000 per occurrence/aggregate;
 - b. Sub-Design Professional: \$1,000,000 per occurrence/aggregate.

Coverage shall include:

- a. Indemnification Endorsement: District and any other parties as required by contract as indemnified parties;
- b. Contractual Liability covering hold harmless agreement contained in the contract must be included without exceptions;

- c. Delays in project completion and cost guarantees are covered;
 - d. Insurance is primary and non-contributory;
 - e. Insuring agreement to read: “to pay on behalf of in lieu of to indemnify”;
 - f. Separation of insureds;
 - g. Retroactive date: Will apply back to the first date of professional services;
 - h. No exclusions for construction means, methods, techniques, sequences and procedures; and
 - i. General Aggregate must apply per project. For the purposes of Professional Liability Insurance, the term “Prime Design Professional” means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with the District. The term “Sub-Design Professional” means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a contractor/subcontractor and a Sub-Design Professional is also a subcontractor.
- D. Other Insurance Requirements - All insurance to be obtained by CMR, subcontractor, vendor, or supplier under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an “A-“ or better. All liability and automobile insurance shall contain a severability of interest clause (a policy provision clarifying that, except with respect to the coverage limits, the insurance applies to each insured as though a separate policy were issued to each; thus, a policy containing such a clause will cover a claim made by one insured against another insured).
- E. Certificate of Insurance - Prior to commencing its performance under the contract, CMR and all subcontractors, vendors or suppliers shall provide the District a Certificate of Insurance evidencing the coverages previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the end of the applicable warranty period. The CMR, subcontractor, vendor, or supplier shall maintain a current Certificate of Insurance with the District for this period.
- F. Waiver of Subrogation - All insurance coverage maintained by the CMR and all subcontractors shall include a waiver of any right of subrogation of the insurers thereunder against the District, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. CMR and all subcontractors further waive all claims and all rights of subrogation against the District, employees, insurers and underwriters for loss of, or damage to, CMR/subcontractor scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by CMR/subcontractor.

V Scope of Services

The scope of work for the Project consists of the following: demolition and removal of a current wooden structure, to include support poles; removal and replacement of decking, railing support and stairs over an existing confined space mock-up; demolition of an existing wooden obstacle course; removal and relocation of an existing gas mock-up; relocation and installation of a vehicle fire prop and extrication pit; relocation of a prefabricated survival maze; and construction of a 50' x 50' x 48' (4-story) fire drill tower from a set of approved plans.

VI Submittal Requirements

Any firm wishing to be considered is requested to submit the following documentation in the order listed:

A. Letter of interest.

B. Company Profile

1. The location of staffing and firm resources expected to be made available to serve the District.
2. Applicant's license (photocopy).
3. General capabilities.
4. Number of years in business.

C. Experience and Specific Capabilities

1. The applicant's past experience. Provide a minimum of five (5) examples of similar or other public projects.
2. A description and résumés of the applicant's key personnel who will be assigned to the Project, including each individual's professional qualifications (education, registrations, and professional affiliations), and pertinent experience.

D. Project Management

1. Staffing plan for Project.
2. Experience working with the CMR delivery method. Include description of the types of pre-construction services provided and their impact on the final project.
3. The ability of the applicant to adhere to time and budget requirements, and its past record meeting project deadlines.

- E. An inclusive list of all current public agencies who are clients, as well as those who have been clients of the applicant within the past five (5) years, together with contact information for each client (name and telephone number of an individual familiar with the applicant's work).
- F. Proof of insurance and its limits.
- G. Required Forms:
 - 1. Public Entity Crimes Statement
 - 2. Non-Collusion Affidavit
 - 3. Conflict of Interest Disclosure

VII Evaluation Process

- A. The selection of the CMR will be consistent with applicable state law and the District's policies and procedures.
- B. Applicants meeting the minimum qualifications will be identified.
- C. An evaluation committee, appointed by the District's Board of Fire Commissioners, will review each SOQ to determine if it is responsive to the requirements outlined in the RFQ. Only SOQs following the requirements of this RFQ will be reviewed. Failure to comply with these requirements may cause the SOQ to be declared non-responsive. The evaluation committee has the sole right to determine if any deviation from the requirements of this RFQ is substantial in nature, and may reject an unacceptable SOQ. The District may reject in whole or in part any and all SOQs, may waive minor irregularities in SOQs, may allow an applicant to correct minor irregularities, and may negotiate with responsible applicants in any manner deemed necessary to serve the best interests of the District.
- D. If requested during the Evaluation Committee Meeting an applicant, if present, may be asked to clarify portions of its SOQ. This will not be an opportunity to submit new information or modify an already submitted SOQ.
- E. Applicant is responsible for any expenses incurred in making such presentation. The District will schedule such presentations if deemed necessary.
- F. Upon completion of oral presentations/interviews (if any), the evaluation committee shall rank the SOQs remaining in consideration on a scale of 0 to 100, with 100 being the highest. The following criteria will be used for the ranking with maximum points in parentheses:
 - 1. Project Team (20 points)
 - a. Management/organization
 - b. Demonstrated construction experience
 - 2. Applicant's ability to self-perform scope/construction activities (10 points)

3. Experience (30 points)
 - a. Applicant's experience with similar and other public projects
 - b. Quality of provided examples of similar and other public projects
 4. Current workload and ability to assimilate this workload in required time frame. (10 points)
 5. Information Systems – discuss applicant's capabilities of computerized programming for use in scheduling, accounting, correspondence, requests for information, submittals, and estimating (10 points)
 6. References (20 points)
 - a. Meeting project objectives
 - b. Availability
 - c. Team participation
 - d. Demonstrated ability to meet schedules and budgets
- G. The evaluation committee will shortlist up to three (3) applicants based on the ranking and invite the short-listed applicants for oral presentations and interviews with the District's Board of Fire Commissioners at its regular meeting held at 6:00pm on March 18, 2021, at 6601 53rd Ave. W., Bradenton, FL 34210, and virtually through Zoom Communications Technology. The time for each presentation/interview shall consist of:
1. Fifteen (15) minutes for presentation
 2. Ten (10) minutes for questions and answers
 3. Five (5) minutes for transition from one applicant to the next.
- For a total allotted time of thirty (30) minutes for each applicant, if needed.
- H. The evaluation process is designed to award and negotiate a contract resulting from this RFQ to the applicant deemed by the District to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. A responsive and responsible applicant is one that has submitted a response that conforms in all material respects to the RFQ and who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
- I. Should the District be unable to negotiate a satisfactory contract with the selected applicant at a price the District determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated. The District shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the District shall then undertake negotiations with the third most qualified firm. Should the District be unable to negotiate a satisfactory contract with any of the selected firms, the District will terminate negotiations.

- J. The applicant understands that this RFQ does not constitute an agreement or contract with the District. The contract is not binding until the SOQ is reviewed and accepted by the District's Board of Fire Commissioners and a contract is executed by all parties. It is the District's intent to award a contract to the responsible applicant whose evaluated SOQ is determined to be in the best interest of the District. The District will provide written notice of acceptance of the SOQ and award of contract to the successful applicant.

Statement of Qualifications

Company Name: _____

CHECKLIST

The checklist is a short form list of requirements needed for the qualifications submission and it forms a table of contents for your proposal. This listing also serves as a checklist for the personnel who review your presentation for completeness prior to its review by the Selection Committee.

Applicant	CHFCD Staff	Requirements
		1. Letter of Interest stating what project is being applied for.
		2. Completed Form RFP #1 for all firms
		3. Resumes of all key personnel
		4. State of Florida corporate registration certificates and professional licenses for all firms
		5. Proof of general and professional liability insurance as well as worker's compensation all with coverage per section 5 of page 1.
		6. List of five (5) client references including name, title, phone number and project identification
		7. A list of previous fire drill towers constructed and other relevant public safety training projects.
		8. A list of other similar construction projects
		9. Statement of computerized capabilities
		10. Current volume of work and number of projects

****The completion of items 1 - 10 are mandatory. Failure to complete any item in this section shall automatically eliminate your proposal from further consideration for selection.***

REQUEST FOR PROPOSALS

RFP #1

Date of Advertisement _____ Project _____

1. Name and Address of Responding Office:

2. Submittal For: Parent Company _____ Branch or Subsidiary Office _____

3. Date Firm Established: _____ 4. Date Prepared: _____

5. Type of Ownership: Minority _____ Corporation _____ Small Business _____

Small Disadvantaged Business _____ Woman Owned Business _____

6. Branches that may supply personnel for the project (list branch name and location):

7. Two (2) Principals: Title: Telephone Number:

8. Number of Employees by Discipline:

Accounting		Estimators		Project Engineer	
Administrative		Foreman		Project Managers	
Architects		Geologists		Sanitary Engineers	
Chemical Engineers		Hydrologists		Soils Engineers	
Civil Engineers		Interior Designers		Specification Writers	
Construction Inspectors		Landscape Architects		Structural Engineers	
Draftsmen		Mechanical Engineers		Superintendents	
Ecologists		Mining Engineers		Surveyors	
Economists		Oceanographers		Transportation Engineers	
Electrical Engineers		Planners: Urban/Regional		Other - List as attachment	

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Cedar Hammock Fire Control District.
2. This sworn statement is submitted by _____
(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 the individual signing this sworn statement: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A) A predecessor or successor of a person convicted of a public entity crime; or,
 - B) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(c), 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.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

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

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

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

Authorized Signature

Date: _____

STATE OF _____

COUNTY OF _____

Acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2021, by _____, as _____ of _____. He/She is ___ personally known to me or _____ has produced _____ as identification.

Notary Public

Print Name: _____

My Commission Expires: _____

This form must be completed and returned with applicant's Submittal

AFFIDAVIT OF NO CONFLICT

BEFORE ME, the undersigned authority, this ___ day of _____, 2021, personally appeared, _____, a principal with full authority to bind _____ (hereinafter the "Affiant"), who being first duly sworn, deposes and says the applicant:

- (a) is not currently engaged or will not become engaged in any obligations, undertakings or contracts that will require the Affiant to maintain an adversarial role against the District or that will impair or influence the advice, recommendations or quality of work provided to the District; and
- (b) has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) has provided full disclosure of prior work history and qualifications that may be deemed to raise possible question of conflict(s).

Affiant makes this affidavit for the purpose of inducing Cedar Hammock Fire Control District to enter into an Agreement for Construction Manager at Risk Services.

If applicable, on a separate page, applicant shall disclose the name of any officer, director or agent of applicant who is also an employee of the District and the name of any District employee who owns, directly or indirectly, any interest in the applicant’s firm or any of its branches. If no conflicts of interest are present, submit a statement to that affect.

Authorized Signature

Date: _____

STATE OF _____

COUNTY OF _____

Acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2021, by _____, as _____ of _____. He/She is _____ personally known to me or _____ has produced _____ as identification.

Notary Public
Print Name: _____
My Commission Expires: _____

This form must be completed and returned with applicant’s Submittal