

**COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**RFQ 2023-B
Consultant Construction Engineering Inspection
(CCEI) Services
Wastewater Treatment Plant
North Florida Mega Industrial Park**

The Board of County Commissioners (County) will receive sealed proposals in the office of Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, Fl 32055, until **2:00 PM** local time on **January 24, 2023** for the following:

RFQ 2023-B CCEI for WWTP at NFMIP

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal. Proposers without a complete proposal described will be considered improper. The solicitation information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids.asp>

BOARD OF COUNTY COMMISSIONERS COLUMBIA COUNTY, FLORIDA

REQUEST FOR QUALIFICATIONS NO. 2023-B
CONSULTANT CONSTRUCTION ENGINEERING
INSPECTION (CCEI) SERVICES

DUE DATE: January 24, 2023 - 2:00 pm
OPEN DATE: January 24, 2023 – 2:05 pm

Issued by:
Columbia County Board of County
Commissioners Purchasing Department

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REQUEST FOR QUALIFICATIONS NOTICE

NOTICE IS HEREBY GIVEN that the sealed qualifications will be received until 2:00 P.M., Tuesday, January 24, 2023 at the Board of County Commissioners, Purchasing Department, 135 Hernando Avenue, Suite 203, Lake City, Florida 32055.

Qualifications will be opened at 2:05 P.M., or as soon thereafter, on Tuesday, January 24, 2023 at the same location in the presence of the Purchasing Department staff and all other interested persons for the following:

REQUEST FOR QUALIFICATIONS NO. 2023-B
CONSULTANT CONSTRUCTION ENGINEERING INSPECTION
SERVICES (CCEI) for the Construction of a Wastewater Treatment
Plant (WWTP) located at the North Florida Mega Industrial Park

The opened qualifications will be read aloud and preserved in the custody of the Purchasing Department for later examination for conformance to all bid requirements.

Qualifications will not be valid unless received by the RFQ deadline and in a sealed envelope marked: **“RFQ NO. 2023-B CCEI”**. Envelopes are to be submitted in person or delivered by courier to the above address.

During the Request for Qualification Period, from publication of the Notice of a Request for Qualifications to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or any member of the designated Evaluation Committee or any agent of the County regarding the Request for Qualifications in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Qualifications (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Qualifications.

The Board reserves the right to award Bids, Proposals or Qualifications which would be in the Best Interest of the County.

FOLLOWING THE BID OPENING, a tabulation will be posted on line at:
<https://www.columbiacountyfla.com/PurchasingBids.asp>

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY'S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER THE PURCHASING POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE. **(NOTE: NO BID BOND REQUIRED WITH THIS RFQ).**

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS REQUEST REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND TO WAIVE TECHNICAL AND NON-TECHNICAL OR NON-MATERIAL DEFECTS IN THE REQUEST OR SUBMITTAL OF ANY BIDS.

A person or affiliate who has been placed on the convicted bidder 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----**END OF NOTICE**-----

REQUEST FOR QUALIFICATION INSTRUCTIONS

REQUEST FOR QUALIFICATIONS NO. 2023-B **CONSULTANT CONSTRUCTION ENGINEERING INSPECTION** **(CCEI) SERVICES**

NOTICE IS HEREBY GIVEN that in accordance with F.S. 287.055 the Consultant's Competitive Negotiation Act (CCNA), sealed qualifications will be received until 2:00 P.M., Tuesday, January 24, 2023, at the Columbia County Board of County Commissioners, Purchasing Department, 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32055.

Qualifications will be opened at 2:05 P.M., or as soon thereafter, on January 24, 2023 at the same location in the presence of the Purchasing Department staff and all other interested persons.

TIMETABLE

Date of Advertisement: 12/22/22

Last Date of Inquiries: January 18, 2023

Final Addendum: January 19, 2023

BID Due: January 24, 2023 2:00PM

BID Open: January 24, 2023 after 2:05PM

The following are proposed dates for Recommendation of Award or Contract. The County reserves the right to alter dates as needed:

BCC: February 2, 2023 and February 16, 2023

All Qualifications shall be submitted to the Board of County Commissioners, Purchasing Department, 135 NE Hernando Avenue, Suite 203, Lake City, Florida, which shall record receipt thereof by date and time on the Sealed Qualification Envelope. The deadline for receipt of a particular Qualification submittal shall be per the Request for Qualifications. All Qualifications must be physically received by the Purchasing Department prior to the deadline indicated in the Request for Qualifications. A Qualification may not be submitted by facsimile transmission or by email. The use of an overnight delivery service, of the United States Postal Service or any other type of delivery service to submit a Qualification shall be entirely at the risk of the Bidder submitting the same, and any Qualification so received after the applicable deadline shall be deemed untimely. Upon receipt, the Purchasing Department will maintain custody and control of all Qualification submittals until after they have been opened. The Purchasing Department shall serve as the permanent record holder of all Qualification submittals for the County Manager.

An original and three copies of the Qualification must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

Sealed Bid Envelope: Each Bid and its accompanying materials shall be submitted in a single, sealed, and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the Bidder:

- a. The number assigned to the particular Request for Qualifications.
- b. The title of the Bid exactly as it appeared in the Request for Qualifications.
- c. The date of the Bid Opening.

1. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
2. **Americans with Disabilities Act:** In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Columbia County ADA Coordinator, by mail, at P.O. Box 1529, Lake City, FL 32056, or by telephone at (386) 755-4100, no later than seven (7) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting 1-386- 758-2139 (TDD).
3. **Award:** The Request for Qualifications (RFQ) will be awarded to the responsible Firm submitting a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered.
4. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
5. **Bid Preparation Costs:** By submission of a Bid, The Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
6. **Bid Protests:** Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision. Full bid protest procedures can be found in Section 304.8 of the County

Purchasing Policy which can be found on the County's website by following the appropriate links from the Home page at <https://www.columbiacountyfla.com/Purchasing.asp>

7. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Department of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Department of Corporations at (850) 245-6000. Online- filing is available at: <http://dos.myflorida.com/sunbiz>
8. **Cancellation of RFQ:** Columbia County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
9. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Columbia County Board of County Commissioners. Further, all proposers must disclose the name of any Columbia County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.
10. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation as Professional Engineer.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Sub-Contractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the Sub-Contractor.
11. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Columbia County seal nor the logo may be used or provided to non-Columbia County government users for use on company Bids, presentations, etc.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.
13. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
14. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, 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 company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statutes Chapter 768.28 applicable to Columbia County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant

in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

15. **Inquiries/Questions:** Any questions regarding this RFQ must be submitted via email to: bccpurchasing@columbiacountyfla.com and must be received by the specified date. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

All **Addenda** language issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge **Addenda** which have no effect on the competitive nature of the bidding process may be a waivable deviation at the County’s sole discretion.

16. **Insurance Requirements:** Any Bidder submitting a Bid must include, within its initial Bid submittal, proof of the following insurance, in effect continuously from the date of submittal through the sixty (60) days subsequent to the scheduled Bid Opening date:

- a. Commercial General Liability
 - i. General Aggregate \$1,000,000
 - ii. Products and Completed Operations Aggregate \$1,000,000
 - iii. Personal and Advertising Injury \$1,000,000
 - iv. Each Occurrence \$1,000,000
 - v. Fire Damage (any one fire) \$50,000
 - vi. Medical Expense (any one person) \$5,000

- b. Automobile Liability \$1,000,000
 Combined single limits with bodily injury/property damage, with minimum limits for all additional coverages

- c. Workers Compensation/Employers Liability
 - i. Workers Compensation statutory limits
 - ii. Employers Liability
 - a. Each Accident \$100,000
 - b. Disease-Policy \$500,000
 - c. Disease-Each Employee \$100,000

- d. Professional Liability
 - i. When required by contract-per occurrence \$1,000,000

The County Manager may add to the insurance requirements or modify such by waiving, raising, or lowering the minimum coverages required for particular projects prior to a Request for Proposals. Any additional or modified insurance requirements will be set forth in the Request for Proposals as necessary for a particular project. The Board will not waive any defects in a Bid submittal pertaining to any insurance requirements herein.

Upon being awarded the Bid, the Bidder must provide proof that such insurance will be in effect from the date of commencement of the project. The Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage must include all independent Contractors and Sub-Contractors. Either prior to or simultaneously with the execution of the Contract, the successful Bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Columbia County, a political subdivision of the State of Florida; and The Board of County Commissioners, Columbia County, Florida, its Employees, agents, boards and commissions, as their interests may appear” as “Additional Insured.” The certificate of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

17. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Columbia County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
18. **Negotiations:** After due consideration, Columbia County intends to entertain a short list of firms. Staff will begin negotiations with the number one ranked firm derived from the Columbia County Board of County Commissioners short listing. If negotiation with the firm is successful, contract procedures will be initiated. If a successful negotiation cannot be reached, the County will begin negotiations with the number two, then number three ranked firm if deemed necessary by the County.
19. **No Bid:** Each company not intending to respond to this Bid should reply with a written “No Bid Statement”. Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
20. **No Contact Period:** During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or any member of the designated Evaluation Committee or any agent of the County regarding the Request for Proposals in any respect, with the exception of (i)

Inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Proposals (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.

21. **Payments:** All payments made under this Proposal will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
22. **Presentations:** At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.
23. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 for a Contract to provide any goods or services to a public entity, may not submit a Bid for 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, Sub-Contractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply - Bidder attests that they have not been placed on the Convicted Vendor List.
24. **Public Records – Proprietary/Confidential Information:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that proposals are public record. Proposers should identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.
25. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Bidder in order to make the final determination of acceptability of the Bidder to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own

investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

26. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
27. **Sub-Contractors:** The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.
28. **Use of Contract by other Government Agencies:** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivision, counties, and cities.

Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

29. **Vendor Debarment:** By submitting a Bid, Proposal or Reply, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
30. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment,

will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.

31. **Withdrawal of Bid:** Bids may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.

SCOPE OF SERVICES

REQUEST FOR QUALIFICATIONS NO. 2023-B **CONSULTANT CONSTRUCTION ENGINEERING INSPECTION** **SERVICES for CONSTRUCTION of WWTF at NFMIP**

PURPOSE

The County is in receipt of funding from State of Florida Department of Economic Opportunity (DEO) under DEO Agreement No.: G0045 for the construction of a new wastewater treatment plant (WWTP) at the North Florida Mega Industrial Park (NFMIP) located on US-90 just east of the Lake City Airport and Florida Gateway College. The DEO Agreement requires the County to hire a qualified CCEI to perform construction oversight including the obligation to assure all verification testing is performed in accordance with, when applicable, the 2014 Standard Specifications for Road and Bridge Construction, as amended from time to time.

GENERAL SCOPE STATEMENT

These required services for this contract is expected to begin around **March 1, 2023** at the time Wharton-Smith mobilizes to the site. The CEI will be conducting construction engineering inspection services of a 0.500-MGD AADF, Category C, 4-Stage Bardenpho package WWTF, which includes headworks, equalization tanks, waste sludge aerobic digesters, and associated pumps, blowers, and appurtenances. The WWTF will meet the Santa Fe Best Management Action Plan (BMAP) requirements to produce reclaimed water with a Total-Nitrogen (TN) of less than or equal to 3.0 milligrams per liter of TN (mg/L-TN) on an Average Annual Basis.

PEFORMANCE EVALUATION

A work performance evaluation will be conducted periodically and at the completion of the project.

SPECIFIC SCOPE OF SERVICE

The Engineering firm selected will provide all professional, technical, clerical, subconsultant, subcontracting and other services necessary to completely perform required CEI services as outlined in DEO Agreement No.: G0045. The CEI will also certify the “as-built” plans and submit the required certification to DEO (Exhibit F of DEO Agreement No.: G0045).

The WWTF was designed by Jones Edmunds identified as their Project No.: 03780-001-01.

The project is under contract with Wharton-Smith, Inc. under a Construction Management at Risk Contract with Columbia County.

An Agreement for Professional Services is attached as a template for review, not for completion at this time.

Please attach a copy of a current W-9 with the submittal.

REQUEST FOR QUALIFICATIONS NO. 2023-B
CONSULTANT CONSTRUCTION ENGINEERING INSPECTION
SERVICES (CCED) for CONSTRUCTION OF WWTF at NEMIP

Respondents are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFQ. Respondents are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Respondents. Failure to provide requested information will result in disqualification of response.

The RFQ response must be submitted on 8 1/2" x 11" bond paper, unbound, un-laminated, stapled (upper left corner), numbered, typewritten with headings, sections, and sub-sections identified appropriately. A minimum of 12-point font should be used throughout the proposal. Proposals are limited to a total of twenty-five (25) pages (exclusive of the cover page), plus any required forms. The printed page counts as one page single sided, therefore a double sided printed page will be considered two pages.

Respondents will be allowed a maximum of two (2) pages not larger than 11" x 17" in size without any restrictions regarding font sizes or paper weight. Said maximum 11" x 17" pages are inclusive of the total twenty-five (25) pages and does not include required forms.

Submittal Sections

- A. Competence
- B. Workload
- C. Inspection and Post Design
- D. Professional Accomplishments
- E. Approach and Work Plan

REQUEST for QUALIFICATIONS NO. 2023-B
CONSULTANT CONSTRUCTION ENGINEERING
INSPECTION SERVICES

SELECTION CRITERIA

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to other responses received and awarded a score of 1 through the maximum points. Respondents are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

Unless there is a clear statement that the Firm is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime with whom the County would contract, and all other firms shown as team members would be subconsultants.

- A. Competence: Including technical education, licensure and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons and, where applicable, the relationship of construction cost estimates by the person to actual costs on previous projects. (10 points maximum)**

Provide written documentation which demonstrates that the Consultant is licensed under Florida Statutes to perform the professional services sought in this RFQ.

Provide a photocopy of a current license issued by the State of Florida Department of Professional Regulation, or other written documentation which authorizes the Consultant in accordance with Florida Statutes to perform the services required by this RFQ.

Provide number and size of staff, and names and resumes of those individuals to be assigned to these services. Discuss overall experience of staff as it relates to the services being sought.

Provide the name and office locations of any subconsultants proposed to be used on these services and the estimated percentage of the work, which will be done by each such sub-consultant. Evaluation of competency criterion will include a consideration of any proposed sub-consultants.

Provide description of Consultant's equipment and facilities, which will be used to perform these services.

Provide a detailed description of comparable projects, not to exceed three (3) contracts, similar in scope of services to those requested herein, which the prime firm or its principals is either performing or has completed within the past ten (10) years. Describe the prime firm's qualifications and experience in the management of comparable projects in size and scope. The specific role of the firm in any project, which is referred to with regard to the firm's experience, shall be described in detail. This information must include client name, address, telephone, contact person, description of work, contract period, a statement as to whether the firm was the prime consultant or subconsultant, and the result of the project.

Provide any other documentation, which the Consultant believes to document their competency to perform the requested services.

B. Workload: Recent, Current and Projected. (10 points maximum score)

Provide number and size of projects currently being performed in the Consultant's office, Personnel assigned thereto and stage of completion of such projects, status of each project relative to completion schedules, reasons for any delayed projects, and projected personnel availability. Discuss ability of Firm to execute multiple concurrent projects and contracts given its current workload.

C. Ability to observe and advise whether plans and specifications are being complied with, where applicable: (25 points maximum score)

Describe ability and experience of Consultant and assigned personnel in observing and monitoring construction projects, ensuring that construction is proceeding in accordance with the plans and specifications, and other construction phase services. Evaluation of this criterion will also consider the Consultant's ability to interpret specifications as evidenced by the preparation of a response to this RFQ.

D. Professional Accomplishments: Past and present record of professional accomplishments and past record of performance for using Agencies. (25 points maximum score)

Provide list of completed projects similar in scope to the projects under consideration, previously performed by Consultant, and references to include owner's contact person and telephone number. Describe any outstanding accomplishments of the Consultant that relates to the specific services being sought. Submit any letters of commendation or awards won which reflect on the performance and accomplishments of the Consultant.

E. Approach and Workplan: Ability to construct an approach and work plan to meet the project requirements. (30 points maximum score).

Include a narrative to show the proposer has an understanding of the scope and objectives to be performed. The proposer should describe the approach to the services as required and the specific work plan to be employed to complete the work.

Describe the approach to organization, management, and the responsibilities of the management staff and personnel that will perform the work on the project.

Failure to provide complete and accurate information will result in lower score on evaluation.

SUMMARY OF POINTS:

• Competence	10 pts
• Workload	10 pts
• Ability/Experience	25 pts
• Past Record	25 pts
• Workplan	<u>30 pts</u>
TOTAL	100 pts

RFO NO. 2023-B CCEI SERVICES
for CONSTRUCTION of WWTF at NEMIP

CORPORATE DETAILS

Complete all fields below:

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

Area Representative Contact Information: _____

ADDENDA ACKNOWLEDGMENT Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

RFO No. 2023-B CCEI SERVICES
for CONSTRUCTION OF WWTF at NFMIP

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

RFO No. 2023-B CCEI SERVICES
for CONSTRUCTION of WWTF at NEMIP

Scrutinized Companies Certification

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹“Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit.

RFO NO. 2023-B CCEI SERVICES
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Truth-in-Negotiation Certification

In compliance with Section 287.055(5)(a), Florida Statutes, Consultant, a Florida Corporation (the Consultant), hereby certifies, covenants and warrants that all wage rates and other factual unit costs supporting the compensation payable by Columbia County, a political subdivision of the State of Florida (the County), to the Consultant under the Agreement for Professional Services (the Contract), as set forth in the Scope of Services attached to the Contract, are accurate, complete, and current at the time of negotiating and entering into the Contract; and that any other factual units costs that may be furnished to the County in the future to support any additional compensation that may be authorized under the Contract will also be accurate and complete. The Consultant agrees that the compensation originally specified in the Contract and any additional compensation that may be authorized in the future shall be adjusted to exclude any significant sums by which the County determines such compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

Consultant:

(Corporate Seal)

By: _____

[Print Name] _____
Its President

ATTEST for the Consultant;

[Print Name] _____
Its Secretary

A. Bid Addenda.

All Addenda distributed subsequent to the initial distribution of the Request for Bids shall be distributed in the same manner as the initial distribution of the Request for Bids. It is the responsibility of the Bidder to verify if any Addendum(s) has been issued prior to submitting a Response to a Request for Bids. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening. Bid Addendums will be delivered via email to those registered for the project

B. Bid Award.

The Board reserves the right and power to reject any and all Bids without cause and to waive technical and non-technical or non-material defects in the Request for Bids or submittal of any Bid, and in its discretion to re-advertise the Request for Bids. The Board reserves the right to award Bids, quotes, or Proposals which would be in the Best Interest of the County.

When only one Bid is received for the purchase of an item or a group of items, the Board shall review the Request for Bids and Bid in order to determine the reasons, if any, why only one Bid was received. The Board may accept the only Bid or it may direct that a second call for Bids be issued. If the only Bid is accepted then the reasons for accepting the single Bid as well as reasons for not rebidding, shall be included in the minutes of the Board.

Unless otherwise expressly directed by the Board in its Bid Decision, immediately following the Board's decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. No other posting of such notices are required

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20 by and between **Columbia County**, (hereinafter the "COUNTY"), whose address is P.O. Box 1529 Lake City, FL 32056, and _____ (hereinafter the "CONTRACTOR"), whose address is _____.

WHEREAS, the COUNTY desires to engage the CONTRACTOR to perform certain services for _____ (hereinafter the "Project") under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, the COUNTY and the CONTRACTOR agree as follows:

1. Standard of Care – CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform in a professional and workmanlike manner.

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

2. Scope of Agreement. The CONTRACTOR'S relationship to the COUNTY shall be that of independent contractor, at all times this relationship shall be governed by and in strict compliance with the terms of this Agreement for Professional Services and the scope of services included in Exhibit A.

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

The CONTRACTOR hereby represents and warrant that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

3. Period of Service. The CONTRACTOR shall be available to begin its services promptly after receipt of a fully executed copy of this Agreement and will complete the services by _____. However, the times for performance established in the Agreement shall be extended for periods of delay resulting from strikes, natural disasters, delays by the COUNTY, and similar circumstances over which the CONTRACTOR has no control.

4. Compensation.
 - a. Compensation for the services rendered is included in Exhibit A.
 - b. Anything to the contrary notwithstanding, no services undertaken by the CONTRACTOR or expenses incurred by the CONTRACTOR exceeding the identified fees and expenses have been approved in writing by the COUNTY in advance.

5. Additional Services. The CONTRACTOR shall provide services in addition to those described in task work orders only upon written request of the COUNTY. CONTRACTOR shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such services are authorized.

6. Invoices. Invoices will be submitted by the CONTRACTOR upon completion of the work described in task work orders. Invoices shall be submitted to Board of County Commissioners, P.O. Box 1529, Lake City, FL 32056. Each invoice shall be due and payable in accordance with the Florida Prompt Payment Act.

7. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination the CONTRACTOR will be paid as hereinafter provided for all authorized services rendered to the date of such termination. The amount payable to the CONTRACTOR in the event of termination will be a pro rata amount of such fee, determined on the basis of the relationship of the amount and value of the work performed prior to the CONTRACTOR'S receipt of notice of termination.

8. Insurance. The CONTRACTOR shall maintain the following insurance coverage:

-	General Liability, Each Occurrence:	\$1,000,000
-	Aggregate:	\$2,000,000
-	Automobile Liability, combined single limit:	\$1,000,000
-	Umbrella Liability, Each Occurrence:	\$4,000,000
-	Aggregate:	\$4,000,000
-	Workers' Compensation:	\$1,000,000
-	Professional Liability, Per Claim:	\$2,000,000
-	Annual Aggregate:	\$2,000,000
-		

This insurance coverage shall be evidenced by (1) delivery to the COUNTY of a Certificate of Insurance executed by the insurers and listing coverages and limits, expiration dates, and terms of policies and all endorsements, whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirement shall remain in effect throughout the term of the Agreement.

Each insurance policy shall include the following conditions by endorsements to the policy:

- a. Except for workers' compensation as required by law and comprehensive automobile and truck liability insurance, each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. CONTRACTOR shall also notify COUNTY, in like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellations, non-renewal, or material changes in coverage received by said CONTRACTOR from its insurer; and noting contained herein shall absolve CONTRACTOR of this requirement to provide notice.
- b. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONTRACTOR.
- c. COUNTY shall be endorsed to the required policy, or policies, as an additional insured.

9. Indemnification

- a. Hold Harmless. The CONTRACTOR shall indemnify and hold COUNTY, its officers, and employees, harmless from and against (1) personal injury, bodily injury (including death) or property damages (including destruction) received, or (2) losses, penalties, damages, professional fees, including attorney fees and all cost of litigation and judgements arising out of any willful misconduct or any negligent act, error or omission of the CONTRACTOR, or its employees arising directly out of the performance of this Agreement or work performed hereunder, including any claims brought against the COUNTY, its officers and employees. Compliance with the insurance requirements in Section 10, Insurance, shall not relieve the CONTRACTOR of his liability and obligations under any other portion of this Agreement. This section shall not apply to CONTRACTOR when losses, penalties, damages, professional fees, including attorney's fees and all costs of litigation and judgements arising out of the performance of this contract are caused by negligence of the COUNTY.
- b. Completeness and Accuracy of Deliverables. The CONTRACTOR shall be responsible for the completeness and accuracy of its services, deliverables, plans, supporting data,

computer programs and data files and other documents and information prepared or compiled under its direction and control, and shall correct at its expense all errors or omissions therein which may be disclosed. The time, effort, and cost of the work necessary to correct those errors attributable to the CONTRACTOR shall be borne by the CONTRACTOR. The fact that the COUNTY has accepted or approved the CONTRACTOR'S services shall in no way relieve the CONTRACTOR of any of its responsibilities. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or public or semi-public agencies which the CONTRACTOR should reasonably expect to be accurate and which the CONTRACTOR could not reasonably be expected to know to be inaccurate.

- c. Claims Against the COUNTY. The CONTRACTOR agrees that no charges or claim for damages shall be made by it for unreasonable delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the services. Such an agreement shall be made in writing between the parties.

10. Ownership of Documents. All documents including, but not limited to, computer files and the performance of this agreement, are to be instruments of service and copies delivered to the COUNTY before the final payment is made to the Contractor.

11. Non-discrimination.

- a. The CONTRACTOR agrees that he will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State Laws regarding non-discrimination. Any violation of such provisions shall constitute a material breach of this Agreement.

- b. Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility verification requirements.

CONTRACTORS are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify employment eligibility of their employees assigned to the contract at the time of enrollment

in E-Verify. Additionally, CONTRACTORS shall flow down the requirement to use E-Verify to their subcontracted vendors.

CONTRACTOR acknowledges and shall be fully responsible for complying with the provisions and regulations relating thereto, as either may be amended. Failure to comply with the laws referenced herein shall constitute a breach of agreement and the COUNTY and/or CONTRACTOR shall have the discretion to unilaterally terminate said agreement immediately.

12. Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated by one party to this Agreement against the other, the prevailing party shall be reimbursed by the other party its reasonable attorneys' fees and costs.

13. Controlling Laws. This Agreement is to be governed by the laws of the State of Florida, and venue shall rest solely in Columbia County, Florida.

14. Hazardous Substances. It is understood and agreed that in seeking the professional services of the CONTRACTOR in this Agreement, the COUNTY does not request the CONTRACTOR to undertake uninsurable obligations involving or related in any manner to hazardous substances.

15. Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

16. Merger Amendment. This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both the COUNTY and the CONTRACTOR.

17. Non-assignability. Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

18. Severability. Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof.

19. Public Records. CONTRACTOR shall be required to cooperate with the COUNTY relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

- a. Keep and maintain public records required by the COUNTY in order to perform the Services.
- b. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter it the CONTRACTOR does not transfer all records to the COUNTY.
- d. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.
- e. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10 Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: BCCADMIN@COLUMBIACOUNTYFLA.COM .

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

COUNTY - BOARD OF COUNTY COMMISSIONERS

By: _____

Robby Hollingsworth, Chairman

Date: _____

ATTEST: _____

Clerk of Court

Date: _____

CONTRACTOR

By: _____

Print/Type Name & Title

Date: _____

Witness

Date: _____

FORM APPROVED BY: _____

County Attorney

