

2017-D
Professional Engineering Services
North Florida Catalyst Site Infrastructure Design
COLUMBIA COUNTY, FLORIDA
REQUEST FOR Proposal

Columbia County is requesting proposals, (RFP), from registered, qualified engineering firms in the State of Florida, pursuant to Section 287.055 Florida Statutes, known as the Consultant Competitive Negotiation Act (CCNA), to provide professional engineering services for design of infrastructure in the North Florida Catalyst Site located in Columbia County. Additional project and site requirements can be downloaded at the following web site:

<http://www.columbiacountyfla.com/PurchasingBids.asp>

Deadline for receipt of submittals in response to this RFP is at 11:00 a.m. February 23, 2017. Proposals should be mailed to Columbia County Board of Commissioners, P.O. Box 1529, Lake City, FL 32056-1529, or hand delivered to: 135 NE Hernando Ave. Suite 203, Lake City, FL 32055. Submissions by fax or other electronic media will not be accepted under any circumstances.

The anticipated schedule of events for this proposal is as follows:

Advertise – 1/31 and 2/7

Last Day for Questions – 2/22

Proposals Due 2/28

Ranking Committee Meeting – 3/6

Recommendation to Board – 3/16

Columbia County Board of County Commissioners

Ronald Williams, Chair

**Columbia County, Florida
Purchasing Department
General Instructions to Bidders**

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:

- A. The ability, capacity and skill of bidder to perform required service.
- B. Whether the bidder can perform service promptly or within specified time.
- C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
- D. The performance of previous contracts with Columbia County.
- E. The suitability of equipment or material for county use.
- F. The ability of bidder to provide future maintenance.

2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.

3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.

4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.

5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.

6. A bidders list is available at the Purchasing Office.

7. Quote all prices F.O.B. our warehouse or as specified in bid documents.

8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.

9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.

10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.

11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.

12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.

13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.

14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.

15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).

16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.

17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.

18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.

19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.

20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.

21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.

22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.

23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.

24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.

25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.

26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.

27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.

28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.

29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.

30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.

31. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.

32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.

33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.

34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; other wise, the bidder waives any such complaint.

35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.

36. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.

37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.

38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.

39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.

**COLUMBIA COUNTY, FLORIDA
REQUEST FOR PROPOSAL
2017-D**

Columbia County is requesting qualifications from registered, qualified engineering firms in the State of Florida, pursuant to Section 287.055 Florida Statutes, known as the Consultant Competitive Negotiation Act (CCNA), to provide professional engineering services described in the attached scope of services.

INSTRUCTION TO RESPONDANTS

Please Review This Document Carefully. Offers That Are Accepted By Columbia County Are Binding Contracts. **Incomplete Packages Are Not Acceptable.**

I. INFORMATION PACKAGE

Request for Proposal for Professional Engineering Services

(a) "Professional services" means those services within the scope of the practice of professional engineering as defined by the laws of the state, or those performed by any professional engineer in connection with his or her professional employment or practice.

Respondents shall be experienced in the funding, design, permitting, and construction administration in the areas described in the scope of services.

The Columbia County Board of County Commissioners ("Grantee") has been awarded a RIF Grant to assist the county in positioning the North Florida Mega Industrial Park {"NFMIP"} Catalyst Site ("Project"). The RIF's funds will be used to study, design, engineer, and plan for critical infrastructure elements which will directly support the NFMIP Catalyst Site.

Scope of Services

1. Clearing and grading plans for portions of the NFMIP Catalyst Site, to include:

- i. Review of existing survey, studies, and geotechnical data;
- ii. Preparation of proposed fill plan based on Light Detection and Ranging ("LiDAR") topography and existing geotechnical information;
- iii. Identification of anticipated amount of required fill quantities;
- iv. Preparation of concept plans for fill quantity borrow area(s);
- v. Coordinate with one or more land owners related to the selection of fill quantity borrow area(s), including obtaining any necessary easements from the land owners; ;
- vi. Preparation of stormwater facility plans within the owner selected fill quantity borrow area(s) which will include an excavation element for each facility;
- vii. Identification of wetland impacts and mitigation plan consistent with the approved Suwannee River Water Management District (SRWMD) Conceptual Environmental Resource Permit (ERP).
- viii. Preparation of anticipated construction costs;
- ix. Preparation of the list of required permits; and
- x. Preparation of the proposed timeline for permitting and implementation.

2. Rail spur extension plans for rail access to the NFMIP Catalyst Site, to include:

- i. Review of existing survey studies and geotechnical data and other rail segment plans;
- ii. Preparation of a proposed rail fill plan based on topographic surveys;
- iii. Coordination of additional geotechnical data;
- iv. Coordination of a railroad engineer;
- v. Preparation of civil engineering plans for Rail Segment 3, including vertical and horizontal design;

- vi. Preparation of right-of-way maps for Segment 3 rail right-of-way;
- vii. Coordinate with one or more land owners related to the selection of fill quantity borrow area(s), including obtaining any necessary easements from the land owners; Preparation of stormwater facility plans and borrow area(s) required for construction of Rail Segment 3 consistent with existing SRWMD Conceptual ERP approvals;
- viii. Identification of wetland impacts and a mitigation plan consistent with the approved SRWMD Conceptual ERP;
- ix. Preparation of anticipated construction costs;
- x. Preparation of the list of required permits; and
- xi. Preparation of the proposed timeline for permitting and implementation of the plan.

3. Road access plans for the US 90 entrance of the NFMIP Catalyst Site, to include:

- i. Review of existing topographic and utility surveys;
- ii. Review of existing geotechnical data;
- iii. Preparation of construction plans for the US 90 FDOT / Tyre Road Entrance to the NFMIP Catalyst Site;
- iv. Preparation of construction plans for the Tyre Road transition from a 4-lane roadway at the point of connection to US 90, to a 3-lane crossing at the proposed rail spur extension;
- v. Coordinate with one or more land owners related to the selection of fill quantity borrow area(s), including obtaining any necessary easements from the land owners; Preparation of stormwater outfall plans and stormwater facility plans consistent with the approved SRWMD Conceptual ERP approvals;
- vi. Identification of any wetland impacts and mitigation plan consistent with the approved SRWMD Conceptual ERP;

- vii. Preparation of anticipated construction costs;
- viii. Preparation of the list of required permits; and
- ix. Preparation of the proposed timeline for permitting and implementation.

II. INSTRUCTIONS TO SUBMITTERS

Letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may result in a lower evaluation of the proposal. Packets which are substantially incomplete or lack key information may be rejected by Columbia County at its discretion. The selection of the short listed firms will be based on the information provided in the submittal.

Information submitted with your packet should include documentation to demonstrate your firm's qualifications and abilities to provide the scope of services. The submittal should include sufficient information to present a clear understanding of similar past projects, especially in Florida, staff experience and abilities, and any other additional, pertinent details to describe the team's capabilities.

A committee will review the information submitted and short list the firms. Additional information or interviews may be requested of a short list of firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations. .

All prospective submitters are hereby cautioned not to contact any Board Member or any member of the Selection Committee after submittals are opened nor attempt to persuade or promote through other channels until notification that the Selection Committee has arrived at a recommendation of the most qualified firms. Until notification is received, all contacts shall be channeled through the Columbia County Manager. Failure to comply with these procedures will be cause for disqualification of the firm's submittal.

The anticipated schedule of events for this project is as follows:

Advertise – 1/31 and 2/7
Last Day for Questions – 2/22
Proposals Due 2/28
Ranking Committee Meeting – 3/6
Recommendation to Board – 3/16
:

III. FIRMS EVALUATIONS AND SELECTION

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. The selection committee shall consider such factors as:

- Adequacy of personnel - 20 Points
- Experience of the firm (as it relates to the advertised Scope) - 25Points
- Past performance or past record (with similar governments) - 20 Points
- References - 25 Points
- Current Contracts with Governments of similar size & nature - 10 Points

IV. SUBMITTAL REQUIREMENTS

4 Hard Copies (1 Original) and 1 electronic copy preferably a zip drive

Required items are described below:

1. Letter of Interest (2 page max.)

Letter of Interest prepared by a corporate officer or principal of the firm authorized to obligate the firm contractually, and who will be the point of contact for the contract. Include applicable information about the responding firm and teaming arrangements, if applicable.

2. Firm Qualifications and Experience (3 page max.)

Provide a brief description of the firm's general practice and areas of expertise, corporate history, current numbers and locations of professional staff, and the location of the office(s) from which the work on this engagement is to be performed, and the approximate percentage of work to be performed by this office. Provide this information for the prime consultant and any proposed sub-consultants.

3. Staff Qualifications and Experience (3 page max.)

Identify the individual staff members to be assigned to this engagement and the proposed role and contribution of each person. Provide a brief description of each person's qualifications, special training, and experience relevant to the types of services required by the County. If desired, detailed resumes of key staff may also be provided.

4. Services Performed for similar Governmental Agencies (3 page max.)

Describe the services provided to public agency clients with comparable needs for up to ten recent assignments. The Selection Committee is most interested in engagements requiring similar services as those set forth in this request which have been performed for Florida agencies and completed

within the past five years. Ongoing current assignments may be included if significant work has been performed to date. Indicate if the services were performed under direct contract to the client agency, as a sub-consultant to another firm, or by a firm proposed as a sub-consultant for this engagement. Indicate the scope of services, principal staff involved, and the name and telephone number of a client contact thoroughly familiar with the applicant's work. Describe the role and participation in these assignments by the individuals proposed for this engagement.

5. Proof of Licenses/Certifications

Provide proof of professional certifications/registration(s) in the State of Florida.

6. References

Provide a list of references (5 Max.) with Contact Information

7. Other Forms/Certifications

Include the attached Anti-collusion Form, Drug Free Workplace Form, Public Entity Crimes Form, and Conflict of Interest Form.

8. Proof of Insurance

ACORD Forms demonstrating compliance with Section V below.

9. Additional Information

At their option, applicants may provide supplemental information on corporate or individual qualifications and experience in the form of corporate literature, additional references, project lists or descriptions, and/or staff resumes of up to two pages per person. Members of the Selection Committee may consider this information, but the basis of evaluation of the Qualifications will be the responses provided to Items 1-8 above.

10. Pricing

Please include pricing for the proposed project in a separate sealed envelope. Do not include pricing information on the electronic zip file.

V. INSURANCE

The consultant shall procure and maintain the following described insurance, except for coverage's specifically waived by Columbia County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverage's for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and

operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverage's described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor. Columbia County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Columbia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against Columbia County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to Columbia County and may be disapproved by Columbia County. They shall be reduced or eliminated at the option of Columbia County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of Columbia County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

If any insurance including professional liability is based upon a "claims made" basis, then prior to termination of the contract, the contractor at its expense shall purchase "tail coverage" insurance which will provide professional liability coverage to the contractor (Engineer) and County for a minimum term of 4 years after the termination of the Agreement or Engineer's professional liability policy, whichever event occurs later

Workers Compensation Coverage

The consultant shall purchase and maintain workers compensation insurance for

all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13) (d) and 440.10(1) (g) Florida Statutes.

Contractor shall also purchase any other coverage's required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverage's, and property damage resulting from explosion, collapse or underground (X,C,U) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond Columbia County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage's. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Professional Liability

\$1,000,000 per occurrence minimum limit.

DRUG FREE WORKPLACE CERTIFICATION

In the event of a tie, preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of Columbia County. All firms must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of Columbia County, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of Columbia County in connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Employee of Columbia County:

_____	_____
_____	_____

Name of Columbia County Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

Not applicable: _____

Name

Company

Date

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

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

1. This sworn statement is submitted to _____
by _____
For _____
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): _____

2. I understand that a “public entity crime” as defined in Section 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 of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in 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 a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:
- (a.) A predecessor or successor of a person or a corporation 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 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 agreement 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 knowingly enters into a joint venture with a person who has

been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied 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 “persons” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, share holders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped commissioned
name of notary public]

ANTI-COLLUSION STATEMENT

I hereby attest that I am the person responsible within my company for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my company.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other company or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other company or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other company or person who is a bidder or potential prime bidder on this project have been disclosed to me or my company.
4. No attempt has been made to solicit, cause or induce any company or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this company, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other company or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
6. The bid of my company is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any company or person to submit any intentionally high, noncompetitive or other form of complementary bid.
7. My company has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any company or person, or offered, promised or paid cash or anything of value to any company or person, whether in connection with this or any other project, in consideration for an agreement or promise by any company or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My company has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any company or person, and has not been promised or paid cash or anything of value by any company or person, whether in connection with this or any other project, in consideration for my company's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my company with responsibilities relating to the preparation, approval or submission of my company's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or

other conduct inconsistent with any of the statements and representations made in this affidavit.

10. I understand and my company understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Columbia County, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature

Company Name

Title

Address

Date

Phone Number