

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

**REQUEST FOR PROPOSALS
2020-T**

**CLERK OF THE WORKS CONSTRUCTION OVERSIGHT SERVICES FOR THE
COLUMBIA COUNTY DETENTION FACILITY ADDITION**

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 Thursday, August 27, 2020, for the following:

**Clerk of the Works Construction Oversight Services
for the Columbia County Detention Facility Addition**

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 Request for Proposal information is available online only at: <http://www.columbiacountyfla.com/PurchasingBids.asp>

Submissions will be publicly opened in the Commissioner's Office at 2:00 PM, Thursday, August 27, 2020, or as soon thereafter as practical. Proposers are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Late bids will not be accepted. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be received via email to echung@columbiacountyfla.com no later than Thursday, August 20, 2020 at 2:00 PM local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this solicitation. Proposals should be prepared in accordance with the instructions herein and will be evaluated by the County as stated in the evaluation section of this document. The County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The County may withdraw all or part of this solicitation at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Only one bid set will be furnished with each company or corporation interested in bidding. The one complete bid set is to be submitted in a sealed envelope. Proposers shall indicate Bid Number, Project Title, and the name and address of the firm submitting the bid on the outside of the envelope.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

SECTION I. INTRODUCTION

The Board is seeking the services of an individual or a firm having expertise in providing construction oversight services for a municipal project involving the following scope of work:

The Columbia County Detention Facility is located at 389 NW Quinten Street, Lake City, Florida. The detention facility was originally constructed in 1987 with a maximum housing capacity of 256 beds. The proposed project consists of constructing a new 256 bed housing pod adjacent to the current facility. The pod will be a metal building containing precast concrete cells with masonry walls separating classifications of inmates. Detention and security equipment will be installed along with a raised control room in the center of the pod.

The new addition is intended to provide a more efficient and safer facility by eliminating blind spots and providing for more separations of classification of inmates.

The detention facility will remain operational throughout the construction process. Thus, the contractor will manage the phasing of the construction and be responsible for the least amount of disruption to the facility as possible.

Award of the contract is subject to the approval of the Board which reserves the right to reject any or all proposals, and to the appropriation and availability of funds. The fee will be negotiated with the selected firm.

The Construction Manager at Risk for this project is Ajax Building Corporation. The architect for the project is Dewberry Architects, Inc. Construction commencement is expected in September 2020 and be completed in approximately 18 months.

SECTION II. GENERAL INSTRUCTIONS

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 entities similar to 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 thirty (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/her 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/her 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/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her 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; otherwise, 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.
40. Contractor shall register online at <http://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.

SECTION III. MINIMUM QUALIFICATIONS

Applicant shall meet the following minimum requirements:

1. The Applicant shall have a minimum of seven years of supervisory experience in the construction and supervision of buildings of similar size and scope of complexity. If a current license and registration by the State of Florida as an architect or professional engineer is held, a minimum of five (5) years experience in the construction and supervision of buildings is required.

SECTION IV. SCOPE OF WORK

The Clerk-of-the-Works' duties and responsibilities:

1. This is intended to be a position whose hours are determined based on the work necessary to perform the required duties as listed herein.
2. Perform on-site observations during the active construction phase as may be reasonably necessary to determine in general if progress and quality of the Work being performed will be in conformance with the Contract Documents when completed.
3. Notify the Architect and Board immediately if Work does not conform to the Contract Documents or requires special inspection or testing.
4. Monitor the Contractor's progress as it relates to the construction schedule and alert the Architect and Board to conditions that may lead to delays in completion of the Work.
5. Attend all construction coordination and other meetings as directed by the Board.
6. Maintain a diary or log book of the construction activities observed, including: weather conditions and weather-related site conditions; nature and location of Work being performed; meetings attended and matters discussed; communications between the Board, Contractor, and Architect, including instructions, interpretations, and clarifications provided to the Contractor; any occurrence or Work that might result in a claim for change of contract compensation or time; record all oral agreements, instructions, disputes and questions pertinent to the Work. Photograph project progress and document any issues.
7. Attend all the construction meetings for the duration of the project.
8. In cooperation with the Architect, review the Work and prepare interim and final punch lists for the Contractor.
9. Collect, on the Board's behalf project close-out documentation, O&M manuals and as-built drawings.

SECTION V. LIMITATIONS OF AUTHORITY

The Clerk-of-the-Works shall NOT:

1. Authorize deviations from the Contract Documents.
2. Approve substitute materials or equipment.
3. Personally conduct or participate in tests or third party inspections.
4. Assume any of the responsibilities of the Contractor's superintendent, Project Manager or subcontractors.

5. Expedite the Work of the Contractor.
6. Have control over or change of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
7. Issue a Certificate for Payment or Certificate of Substantial Completion
8. Prepare or certify to the preparation of a record copy of the Drawings, Specifications, addenda, Change Orders and other modifications.
9. Reject Work or require special inspection or testing except as authorized in writing by the Architect.
10. Order or Authorize the Contractor to stop or suspend the Work or any portion thereof.
11. Make agreements of any kind with the Contractor or subcontractors on Board's behalf. The term of the contract is expected to be for a period of approximately 18 months.

SECTION VI. INSURANCE

The Consultant shall carry Commercial General Liability Insurance, including Contractual Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injuries to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

An Applicant is a firm or individual that submits a proposal in response to this Request for Proposals and that will be liable for the performance of the described duties and services.

SECTION VII. SUBMISSION REQUIREMENTS

Proposers shall submit one (1) original response, marked "Original", four (4) copies marked "Copy", and one (1) flash drive of the proposal setting forth qualifications must be received in a sealed envelope clearly marked on the outside with the Proposer's name and "**Sealed Proposal for RFP 2020-T Clerk of Works Construction Oversight Services for the Columbia County Detention Facility Addition**" by **2:00 PM EST on Thursday, August 27, 2020** addressed and delivered to:

**Columbia County Board of County Commissioners
135 NE Hernando Avenue, Suite 203
Lake City, FL 32055**

The deadline will be strictly observed. Proposals delivered to any other office or location will be rejected as non-responsive. Proposals shall be delivered by U.S. Mail, Federal Express or other

such service or by hand. Delivery by facsimile or email is prohibited. It is the proposer's sole responsibility to ensure that its proposal is received at the proper location at or prior to the deadline.

Interested firms or individuals shall include the following information in their submittals in the exact order listed herein with separating page tabs in an 8.5 by 11-page format. Include page tabs so those evaluating the submittal can compare each section with others that are submitted. The proposals shall be bound, or in a three-ring binder, or equivalent folder. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.

Each Proposer shall submit adequate documentation to certify the Proposer's compliance with the County's requirements. Submissions shall be clear and concise and provide the information requested herein. The length of the entire submission shall not exceed fifty (50) pages in length not including Tabs 5 and 6.

Firms shall submit written qualifications and a proposed project approach which clearly demonstrates their ability to provide quality services in a timely and cost effective manner.

The proposals will be opened publicly. At the opening of proposals, the Board shall prepare a register of proposals, which shall include the name of each proposer.

Applicants shall supply the following information:

Tab 1: Description of the Applicant (Firm or Individual)

- A. Provide a brief description of the firm or individual
- B. Name and current address.
- C. Current resume showing education, licenses, relevant certifications, etc. and recent Owners Representative and/or building construction experience (including dates of previous employment).

Tab 2: Experience and Background

- A. Outline of public and private project types and client types for which applicant performed services similar to the services solicited in this RFP over the past five years. Include a description of the nature, size and complexity of projects in which the applicant has participated.
- B. Contact information for references from the projects requested/listed above. Provide a list of the names, titles, current addresses and telephone numbers of the people involved including owner, architect, and general contractor.
- C. Any special capabilities or services which the proposer has which may be applicable to this project, such as experience in overseeing renovations for historic municipal structures.
- D. Whether applicant has ever been debarred or been the subject of any type of censorship by any local, state or federal governmental unit, body or agency in connection with the provision of project management services or any other related discipline.

- E. Whether applicant has ever had its contract terminated by any owner on any project for any reason. Please provide an explanation of such termination and the reasons for the same, along with the name, address and phone number for a contact person for the owner of such project.

Tab 3: Project Understanding and Technical Approach

- A. Approach to project representation including methods used to organize workflow, documents, reporting and communications with all parties.
- B. Proposed Hourly Rate.

Tab 4: Other Projects

- A. Complete list of pending or reasonably anticipated projects for which applicant provides clerk of the works services or other professional services. Such list should identify whether, and to what extent, any of the key employees or consultants to be used by applicant on this project are employed or used on any pending or reasonably anticipated projects.
- B. Other expected engagements during the term of the project. Describe the engagements, identify any actual or potential conflicts with the proposed services to the Board and how these would be addressed.

Tab 5: Additional Materials

- A. Any other information considered pertinent by the Proposer. Each Respondent may, but is not required to, include any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.). They should be clearly marked “Additional Materials”. Note these materials may or may not be reviewed by all evaluators and will not be a part of the official evaluation except to the extent they support qualification and experience.

Tab 6: Forms

- A. Fee Schedule
- B. Vendor Information and Signature Form
- C. Non-Collusion Affidavit
- D. Public Entity Crimes Form
- E. Drug-Free Workplace Certificate
- F. Conflict of Interest Statement
- G. Certificate Regarding Lobbying and Debarment, Suspension, and Other Responsibility Matters
- H. Certificates of Insurance
- I. W-9
- J. Proposed Contract

SECTION VIII. REVIEW OF PROPOSALS

1. Evaluation Criteria

The Board shall designate a committee to evaluate proposals. In evaluating proposals, the Board will review all proposals and base its selection on the following evaluation criteria:

0-30 points: Job experience in providing clerk of the work or project management services as defined in RFP. Knowledge, ability, and skills required per technical scope of services for the actual individual to perform the work.

0-10 points: Availability to commence contracted services.

0-10 points: Approach to project representation including methods used to organize workflow, documents, reporting and communications with all parties.

0-50 points: Proposed Cost

Cost will be converted to points after making any adjustments for reciprocal preference. The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. Divide the lowest cost proposal received by the cost of the proposal being rated, and multiply the results by the maximum points. The result is the awarded points. This is determined by applying the following formula:

$$\text{Price of Lowest Cost Proposal} \times \text{Maximum points available} = \text{Awarded Price Points}$$

Example: The figures below are used for example purposes only. It is not representative or suggestive of proposed costs. The total points available for cost in the RFP is fifty (50) points. The cost of the lowest acceptable proposal is \$100 per hour. Therefore, the lowest proposal cost of \$100 would be awarded fifty (50) points. The second lowest acceptable proposal submitted a cost of \$125 per hour. The second lowest proposal cost of \$125 would be awarded forty (40) points.

$$\frac{\$100}{\$125} = 0.80$$

$$0.80 \times 50 \text{ points} = 40 \text{ points}$$

The points awarded for cost are combined with the total points awarded for the remaining criteria to determine the successful proposal.

The Board shall review all proposals and select a short list of respondents based on qualifications and the proposal. The Board reserves the right to request additional information from the finalists and/or request such finalists to appear for an interview. If the Board does make such a request(s), it shall make such request(s) of all finalists equally. The fee envelopes of the short listed respondents shall be opened and the lowest bidder shall be awarded the contract. If the Board is unable to reach agreement with the low bidder within a 30-day time frame, the Board would then

proceed with the second lowest bidder and so-on.

2. Award/Rejection/Other

The Board reserves the right to reject any and all proposals, waive informalities, and to recommend the award of a contract as may be in the best interest of the Board.

All proposals, materials, documents, etc. submitted in conjunction with the selection process shall become the property of the Board and may be disposed of without notification and shall be considered public information.

The applicant selected by the Board shall be expected to comply with all applicable federal, state and local laws and regulations in the performance of services.

SECTION IX. FORMS

**FORM A
FEE SCHEDULE**

The fees for this solicitation is calculated at an hourly rate for the work described herein.

Per Hour \$ _____

I certify that this proposal meets or exceeds the County’s specifications and that the undersigned proposer declares that I have carefully examined the specifications, terms, and conditions of this proposal, and I am thoroughly familiar with its provisions. The undersigned proposer further declares that he/she has not divulged, discussed, or compared his/her proposal with any other proposer and has not colluded with any other proposers or parties to a proposal whatsoever for any fraudulent purpose.

Company/Firm: _____ Date: _____

Address: _____

Phone No.: _____

Email: _____

Signature: _____

Print Name/Title: _____

**FORM B
VENDOR INFORMATION AND SIGNATURE FORM**

Vendor Name	
Trade License (If applicable)	
Contact Person(s)	
Street Address with City, State and Zip Code	
Mailing Address (If different from Above)	
Phone Number	
Fax Number	
E-Mail	
Proposer will do the work as	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Date and State of Incorporation	DATE: _____ STATE: _____
Name of partnership or joint venture	

By signing below, the submission shall be deemed a representation and certification by the Proposing Firm that you have investigated all aspects of the solicitation, have read and understand the solicitation, and acknowledge all addenda.

Authorized Signature:
Printed Name of Signer:
Date Signed:
Title of Signatory:

**FORM C
NON-COLLUSION AFFIDAVIT**

STATE OF _____ COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Board of County Commissioners of Columbia County, Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this day _____ of _____ 20____,
by _____ as _____ of _____,
_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

FORM D
PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITN, or Contract Number **RFP 2020-T**, for **“CLERK OF WORKS – COLUMBIA COUNTY DETENTION FACILITY ADDITION.”**

2. This sworn statement is submitted by _____
[Name of entity submitting sworn statement]
whose business address is _____ and (if applicable) its
Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the
Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
_____.

4. 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in section 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.

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

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

7. I understand that a "person" as defined in section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

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

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in FORM "D", Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of _____
_____, who personally swore or affirmed that he/she is authorized to
execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____
_____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

**FORM E
DRUG-FREE WORKPLACE CERTIFICATE**

The drug-free certification form below must be signed and returned with the RFP response.

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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.
7. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in FORM "E", Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that he/she is authorized to
execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____
_____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

**FORM F
CONFLICT OF INTEREST STATEMENT**

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.
Said entity is submitting this proposal/offer to RFP 2020-T, titled “Clerk of Works – Columbia County Detention Facility Addition.”
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity’s ownership or management or staff has a vested interest in any County Office or Department.
8. I certify that no member of the entity’s ownership or management is presently applying, actively seeking, or has been selected for an elected position within Columbia County government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of _____
_____, who personally swore or affirmed that he/she is authorized to
execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____
_____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

FORM G
CERTIFICATE REGARDING LOBBYING AND DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL – “Disclosure of Lobbying Activities”, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 –

- A. The applicant certifies that it and its principals:
 - I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - II. Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - III. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
 - IV. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default. (b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the above referenced certifications.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that he/she is authorized to
execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____
_____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

FORM H
CERTIFICATES OF INSURANCE

Please attach proof of insurance.

FORM I
W-9

Please attach W-9 form.

FORM J
PROPOSED CONTRACT

Please attach proposed contract.

Proposer shall provide a formed contract that may be considered by the County. Any proposed contract shall be subject to negotiation with the County and approval by the County in the event the Proposer receives an award to provide the required services.