

**COLUMBIA COUNTY, FLORIDA  
BOARD OF COMMISSIONERS  
REQUEST FOR PROPOSALS 2026-F  
DECOMMISSIONING AND REMOVING CUMORAH HILL AND JAIL TOWERS**

The Columbia County Board of Commissioners will receive sealed proposals from qualified firms in the office of the Board of County Commissioners located at 135 NE Hernando Ave., Suite 203, Lake City, Florida 32055 until **2:00 PM** on **April 2, 2026** for the following:

**DECOMMISSIONING AND REMOVING CUMORAH HILL AND JAIL TOWERS**

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

Bids will be publicly opened in the Commissioner's Office at **2:00 PM** on **April 2, 2026**, or as soon thereafter as practical. Bidders are fully responsible for the delivery of the bids. Bids may be withdrawn at any time prior to the bid opening. Late bids will not be accepted or considered. Bid delivered in any other format other than specified in this bid will not be accepted under any circumstances. Questions regarding this solicitation must be received via email to [ejones@columbiacountyfla.com](mailto:ejones@columbiacountyfla.com) no later than **March 26, 2026** at **5:00 PM**. Responses to those questions considered material to the solicitation shall be distributed via formal addenda. There will be a **MANDATORY** Pre-Bid Conference at **10:00 AM** beginning at Exhibit A Site 1 on **March 19, 2026** followed by Site 2.

Columbia County welcomes your response to this bid. Proposals should be prepared in accordance with the bid instructions and will be evaluated by Columbia County as stated in the evaluation section of this document. Columbia County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Columbia County may withdraw all or part of this bid 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.

The bidder is required to use the "Bid Form" attached and hereto, which attached to the "Information to Bidders" and "Specifications" shall remain intact. Any variation from these minimum specifications must be clearly stated on a separate sheet and attached to the "Bid Form" Only one bid form set will be furnished each company or corporation interested in bidding. The one complete bid form set is to be submitted in a sealed envelope. Proposers shall indicate Bid Number, Project Title on the outside of the envelope and the name and address of the firm submitting the bid.

**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.**

## **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 determined character, integrity, reputation, judgment, experience and efficiency of bidder.
  - D. The performance of previous contracts with Columbia County or 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. Where applicable, the provided unit price will prevail in case of discrepancies or other 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. The County shall not be liable for any bid opened prematurely if that bid was not sealed in a properly marked envelope.
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. It is the bidder's sole responsibility to ensure proposals are timely delivered and received before the deadline.
12. Telephone and facsimile bids will not be accepted under any circumstances. Should a timely delivered bid be misplaced by the County but later found before ranking occurs, the

bid will be considered. A bidder may request a receipt showing the day and time a bid envelope is delivered to the appropriate office of the County.

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 with a project budget exceeding \$40,000.
14. Upon request of the Purchasing Office or County Manager, a bidder must provide proof that the bidder has the requisite organization, capital, plant, stock, ability, and experience to perform the contract contemplated by the Request for Proposals/Qualifications or Invitation to Bid.
15. Any alterations, erasures, additions, or omissions 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. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
30. The County reserves the right to reject any quotations or specifications and the right to waive minor discrepancies as to all bidders equally, when such rejection or waiver is deemed to be in the best interest of the County. For unit priced items, the County may elect to purchase part, all, or none of the materials, supplies, or equipment specified in a bid.
31. The bidder or the bidder's authorized representative or agent must sign the bid in the space provided. Unsigned bids will be rejected. Signature must be "wet" signatures in ink. Typewritten or printed signatures will not be accepted.

32. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids.
33. 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 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 Officer, he shall have the power to take whatever action necessary to complete the work or delivery and the expense shall be deducted from any paid by the County out of such monies as may become due to the said contractor. 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.
34. 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.
35. 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.
36. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
37. All contractors submitting bids for road projects in excess of \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification.
38. 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.
39. 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.
40. 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.

41. Contractor shall register on line at <https://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 I. INTRODUCTION**

Columbia County, by and through its Board of County Commissioners (the “County”), is soliciting sealed proposals from qualified and certified Communication Tower Companies to provide professional services for the dismantling, decommissioning, removal, and proper disposal of decommissioned communication structures at two (2) County-owned sites.

The County intends to award a contract to the responsible and responsive proposer whose proposal is determined to be in the best interest of the County and who fully meets the requirements of this Request for Proposals (RFP).

Columbia County seeks a Contractor to dismantle and remove:

- Two (2) guyed communication towers
- One (1) cinder block communication building
- Associated building contents and perimeter fencing identified by County staff

The Contractor shall provide all labor, materials, equipment, transportation, disposal coordination, services, supervision, and incidentals necessary to complete the work described herein.

Site locations are identified in Exhibit A.

## **SECTION II. SCOPE OF WORK**

This Scope of Services is structured as a Performance Specification. The Contractor shall be solely responsible for determining and implementing the specific means, methods, techniques, sequences, and procedures necessary to accomplish the work in full compliance with this RFP.

There will be a **MANDATORY** Pre-Bid Conference at **10:00 AM** beginning at Exhibit A Site 1 on **March 19, 2026** followed by Site 2.

### **1. General Requirements**

The Contractor shall:

- Dismantle, decommission, remove, and properly dispose of two (2) guyed communication towers.
- Demolish and remove one (1) cinder block communication building.
- Remove all associated building contents and perimeter fencing as identified by County staff.
- Coordinate all transportation and disposal in accordance with applicable regulations.
- Restore each site upon completion by clearing debris and performing grading and leveling where practicable.

### **2. Site-Specific Requirements**

Site One (1) – Exhibit A

- Remove grounding connections to and from the site.
- Optional Line Item Pricing: Removal of all subsurface tower base and guyed anchors.

## Site Two (2) – Exhibit A

- Grounding connections within the compound shall not be disturbed.
- Optional Line Item Pricing: Removal of all subsurface guyed anchors.

## Both Sites

- Guyed anchor locations shall remain in place unless otherwise authorized and shall be marked with high-visibility reflective markings at no less than five (5) feet above ground level.

### 3. Compliance

All work shall be completed in accordance with all applicable federal, state, and local laws, codes, rules, regulations, and recognized industry standards, including current NATE guidelines.

Bids that do not meet these requirements shall be deemed non-responsive.

### 4. Time of Completion

Proposers shall submit a proposed decommissioning schedule consistent with the locations and specifications provided herein. Work shall typically be performed during the County's normal operating hours, Monday through Friday, 8:00 AM – 5:00 PM. Exceptions may be approved by the County on a case-by-case basis.

### 5. Pre-Work Requirements

Before undertaking any portion of the Work, the Contractor shall:

- Carefully study each tower and surrounding site conditions.
- Identify and assess potential hazards.
- Promptly report in writing to the County's Project Manager any conflict, error, discrepancy, or unsafe condition discovered.
- Obtain written clarification or direction from the Project Manager before proceeding with any affected Work.

The Contractor shall not be liable for failure to report conflicts or discrepancies unless the Contractor or its subcontractors had actual knowledge or should reasonably have known of such conditions.

### 6. Insurance Requirements

The Contractor shall not commence any Work until all required insurance has been procured at the Contractor's expense and evidence of such coverage has been submitted to and approved by the Columbia County Purchasing Department. Insurance requirements shall be as specified in the Contract Documents.

## 7. Supervision and Project Management

The Contractor shall:

- Supervise and direct the Work competently and efficiently.
- Provide all necessary safety precautions and programs.
- Be solely responsible for all means and methods, scheduling, sequencing, and coordination of the Work.
- Coordinate with all applicable regulatory, jurisdictional, and governmental authorities.
- Ensure completed work conforms accurately to the Contract Documents and their intent.

## 8. Personnel and Working Hours

The Contractor shall:

- Maintain good discipline and order at all project sites.
- Provide competent, qualified supervisory personnel, skilled workers, and laborers as required.
- Ensure sufficient staffing to meet the proposed schedule.

Failure to adequately staff the project resulting in delays may be grounds for damages, default, or termination of the contract.

## 9. Safety and Protection

The Contractor shall be solely responsible for:

- Initiating, maintaining, and supervising all safety precautions and programs.
- Protecting employees, County personnel, the public, and adjacent properties.
- Preventing damage, injury, or loss arising from the Work.

## 10. Final Cleanup and Site Restoration

Upon completion of the Work and prior to acceptance and final payment, the Contractor shall; remove all equipment, surplus materials, rubbish, and temporary structures from the job sites and adjacent properties, restore all affected areas in accordance with the specifications, and leave each site in a clean, safe, and orderly condition satisfactory to the County.

Any property damaged during the course of the Work shall be restored or replaced to a condition acceptable to the County at no additional cost.

## 11. Documentation and Closeout Requirements

The Contractor shall prepare and submit a Project Closeout Report that includes:

- Digital photographs of each site prior to, during, and after dismantling and removal.
- A narrative description of the methods, labor, materials, and equipment used.
- Documentation of disposal activities.
- Identification of any follow-up actions required by the County.

## 12. Mandatory Requirements – Bidder Qualifications

Proposals must demonstrate compliance with the following mandatory requirements:

### A. Experience

Minimum of five (5) years of experience in communication tower installation, maintenance, and/or decommissioning.

### B. Project References

List at least three (3) prior projects involving communication tower installation, maintenance, and/or decommissioning.

For each project, provide:

- Client name
- Client contact name
- Email address and phone number
- Brief project description
- Contract value
- Project completion date

### C. Knowledge of Standards

Demonstrated, up-to-date knowledge of applicable standards, rules, codes, regulations, and industry guidelines, including NATE standards. Failure to meet any mandatory requirement may result in disqualification.

## 13. Pricing Requirements

Proposals shall include:

- Base pricing for all required Scope of Work items.
  - Separate optional line-item pricing for:
    - Removal of all subsurface tower base and guyed anchors at Site One (1)
    - Removal of all subsurface guyed anchors at Site Two (2).

**Columbia County reserves the right to award a contract for any or all of these services or to perform any or all of these services using County staff and resources. Columbia County reserves the right to reject any or all responses.**

## **SECTION III. SUBMISSION REQUIREMENTS**

One (1) original response, marked “Original”, three (3) copies marked “Copy”, and one (1) flash drive or thumb drive in pdf format of the proposal setting forth qualifications must be received. The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate the RFP number, title, and the name of the Respondent.

Interested firms or individuals shall include the following information in their submittals in the exact order listed here 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.

**A. Cover Page**

A cover page that states, "RFP No. 2026-F for DECOMMISSIONING AND REMOVING CUMORAH AND JAIL TOWERS" The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

**B. Tab 1: Letter of Interest**

A letter stating the proposer's interest in this project signed by the person who will have contract authority over it. Include a statement that the contents of the submittal are true and accurate. Provide an overview of the key areas of the proposal and summarize the proposer's position as to why the company should be selected. The Letter of Interest shall not exceed two (2) pages in length.

**C. Tab 2: Firm’s Experience and Background**

The Respondent shall provide a history of the organization and how the organization will fulfill the needs of the BOCC if awarded a contract pursuant to this RFP process.

Respondents shall include the following information:

1. Briefly describe your company's organization, philosophy, and management. Also, please provide a brief company history.
2. A description of your organizational structure (i.e. publicly held corporation, partnership, etc.).
3. Confirm that you are a licensed in the State of Florida and provide documentation.
4. Describe your contractual relationships, if any, with organizations or entities necessary for your proposal's implementation
5. Describe experience completing most recent and similar work for other entities including contract amounts and dates of similar and current projects.

**D. Tab 3: Project Understanding/Approach**

Describe your understanding of the scope and your organization's intended approach to this specific project. It is anticipated that the primary Respondent indicated in the response to this RFP shall be the primary person providing services to the County, notwithstanding said entity may use staff to prepare work product required to fulfill the contractual obligations to the County. Respondent shall include a list of the proposed staff positions and employees that will provide the work required if awarded this contract, along with the qualifications and of such staff members. In addition, the Respondent shall indicate whether any subcontractors will be used and identify such subcontractors.

**E. Tab 4: References**

Each Respondent shall provide at least three (3) public sector references for the same or similar services during the past three (3) years. If no public sector references are available, non-public sector references may be provided. Each reference shall include, at a minimum:

1. Name and full address of reference organization and name of contact person
2. Telephone number(s) and email addresses
3. Date of initiation of contract reference and time period services were provided
4. Brief summary of services provided to reference

**F. Tab 5: Additional Information**

Any other information considered pertinent by the proposer. Each Respondent may, but is not required to, include resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.). Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support your firm's qualifications and experience. Any out-of-scope services not covered in other sections should be included here with a description of the personnel likely to be involved.

**G. Tab 6: Proposed Contract**

Respondent 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 Respondent receives an award to provide the required services.

**H. Tab 7: Forms**

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

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted.

**SECTION IV. EVALUATION CRITERIA**

A. Proposal Evaluation Committee and Evaluation Process

1. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

2. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The County will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

3. Reserved Rights

The County, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.

B. Scoring Criteria

**FIRM QUALIFICATIONS/EXPERIENCE** – Demonstrate a minimum five (5) years of experience in communication tower installation, maintenance, and/or decommissioning. Provide any relevant experience in dismantling guyed towers of similar size and complexity. (20 Points)

**PERSONNEL QUALIFICATIONS/EXPERIENCE** – Submit qualifications, certifications, and training of key personnel that align with NATE guidelines and any applicable standards,, codes, and regulations. (25 Points)

**METHODOLOGY AND PROJECT APPROACH** – Describe the approach to dismantling and removal to be used with your safety plan and hazard mitigation strategies. Include environmental protection, disposal plan, site restoration, and project timeline. (30 Points)

**REFERENCES** - Submit the quality and relevance of three (3) project references demonstrating the successful completion of similar projects both satisfactorily and within budget. (10 Points)

FEE PROPOSAL – Submit a base bid for the Scope of Work, including a reasonable line-item pricing structure that illustrates the overall cost-effectiveness to Columbia County. (15 Points)

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:

Price of Lowest Cost Proposal x Maximum points available = 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 twenty (20) points. The cost of the lowest acceptable proposal is \$100,000. Therefore, the lowest proposal cost of \$100,000 would be awarded twenty (20) points. The second lowest acceptable proposal submitted a cost of \$125,000. The second lowest proposal cost of \$125,000 would be awarded sixteen (16) points.

$$\frac{\$100,000}{\$125,000} = 0.80$$

$$0.80 \times 20 \text{ points} = 16 \text{ points}$$

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.

## **SECTION V. RESPONSIBILITY FOR RESPONSE**

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

## **SECTION VI. RECEIPT AND OPENING OF RESPONSES**

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in this solicitation. No responsibility will be attached to

anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

## **SECTION VII. DETERMINATION OF SUCCESSFUL RESPONDENT**

The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the contract documents, may be rejected at the option of the County. Final selection of the successful respondent(s) shall be made by the County at a noticed public meeting.

## **SECTION VIII. INDEMNIFICATION**

- A. The Respondent shall defend, indemnify and hold harmless the County from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by the County) and any other losses, damages, and expenses (including Respondent or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Respondent or its Subcontractors in any tier, their employees, or agents. The first ten dollars (\$10.00) of remuneration paid to the Respondent is for the indemnification provided for above. The successful Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract insurance coverages as detailed below. All policies must be endorsed to provide the County with written thirty (30) days' notice of cancellation or restriction except for nonpayment of premium. The Vendor shall provide the County with certificates of insurance showing the existence of coverage.

## **SECTION IX. DISQUALIFICATION OF RESPONDENTS**

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this RFP must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.
- B. **PUBLIC ENTITY CRIME:** 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 response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases 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 vendor list.

- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his response or proposal. Failure to complete this form in every detail and submit it with your response or proposal may result in immediate disqualification of your response.
- D. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.
- E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence, shall be prohibited regarding this particular request for proposals, or any other competitive solicitation between:
  - 1. Any person or person's representative seeking an award from such competitive solicitation; and
  - 2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action, which ends the solicitation process. The penalties for an intentional violation of this article shall be those specified in §125.69(I), Florida Statutes.

## **SECTION X. INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA**

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received after the deadline for questions will not be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be posted on the County's Purchasing website. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, the response will nevertheless be construed as though it had been received and acknowledged, and the submission of the response will constitute acknowledgment of the receipt

of same. All addenda are a part of the contract documents, and each Respondent will be bound by such addenda, whether or not received. It is the responsibility of each Respondent to verify all addenda issued have been received before responses are opened.

## **SECTION XI. GOVERNING LAWS AND REGULATIONS**

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work. All proposers shall hold all State, Federal and local licenses required to perform the scope of work as described within the RFP documents. The Proposer shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and County.

### **Whistleblower Protection**

Pursuant to Section 828 of Pub. L 112-239 “National Defense Authorization Act for Fiscal Year 2013” and permanently extended through the enactment of Pub. L 114-261 (December 14, 2016), this award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower right and remedies established at 41 U.S.C.

### **Federal Changes**

Contractor or Sub-recipient shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract between the State of Florida Department of Commerce and the Contractor or Sub-recipient, such Federal regulations, policies, procedures and directives may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

Reference: (49 CFR Part 18)

### **Assignability**

The Contractor or Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the contractors from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

### **Access to Records**

The Contractor or Sub-recipient agrees that the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the State of Florida, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Contractor or Sub-recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor or Sub-recipient’s personnel for the purpose of interview and discussion related to such documents. Reference: (2 CFR 200.336)

### **Record Retention Requirements**

The Contractor or Sub-recipient agrees financial records, supporting documents, statistical records, and all other Contractor or Sub-recipient records pertinent to a Federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or the State of Florida in the case of a sub-recipient. Federal awarding agencies and the State of Florida may not impose any other record retention requirements upon Contractor or Sub-recipient. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Contractor or Sub-recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or State of Florida to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
- (d) When records are transferred to or maintained by the Federal awarding agency or the State of Florida, the 3-year retention requirement is not applicable to the Contractor or Sub-recipient. Reference: (2 CFR 200.333)

### **Remedies for Noncompliance**

If a Contractor or Sub-recipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or the State of Florida may impose additional conditions, as described in 2 CFR 200.207 Specific conditions. If the Federal awarding agency or the State of Florida determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or the State of Florida may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or Sub-recipient or more severe enforcement action by the Federal awarding agency or State of Florida.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a State of Florida, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

### **Breaches and Dispute Resolution**

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of

the State of Florida Department of Capital Planning and Resiliency's Administrator or designee. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Contractor or Sub-recipient mails or otherwise furnishes a written appeal to Administrator or designee. In connection with any such appeal, the Contractor or Sub-recipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of Administrator or designee shall be binding upon the Contractor or Sub-recipient and the Contractor or Sub-recipient shall abide by the decision.

- (b) Performance During Dispute - Unless otherwise directed by to the State of Florida Department of Capital Planning and Resiliency, Contractor or Sub-recipient shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the State of Florida Department of Commerce and the Contractor or Sub-recipient arising out of or relating to this agreement or its breach will be decided by arbitration in the State of Florida Department of Commerce if the parties mutually agree, or in a court of competent jurisdiction within the State in which the State of Florida Department of Commerce is located.
- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the State of Florida Department of Capital Planning and Resiliency, Sub-Recipient or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

References: 49 CFR Part 18

### **Termination**

- (a) The Federal award may be terminated in whole or in part as follows:
  - (1) By the Federal awarding agency or the State of Florida, if a Contractor or Sub-recipient fails to comply with the terms and conditions of a Federal award;
  - (2) By the Federal awarding agency or the State of Florida for cause;
  - (3) By the Federal awarding agency or the State of Florida with the consent of the Contractor or Sub-recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
  - (4) By the Contractor or Sub-recipient upon sending to the Federal awarding agency or the State of Florida written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.However, if the Federal awarding agency or State of Florida determines in the case of partial termination that the reduced or modified portion of the Federal award or sub-

award will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or State of Florida may terminate the Federal award in its entirety.

- (b) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the Contractor or Sub-recipient's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM.

(1) The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the Contractor or Sub-recipient either—

(i) Has exhausted its opportunities to object or challenge the decision, see §200.341 Opportunities to object, hearings and appeals; or

(ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

(i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the Contractor or Sub-recipient asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

- (c) When a Federal award is terminated or partially terminated, both the Federal awarding agency or State of Florida and the Contractor or Sub-recipient remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities.

References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

### **Insurance Requirements**

The Contractor or Sub-recipient assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the State of Florida harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor or Sub-recipient's operations and arising from acts or omissions

of its employees and shall indemnify, defend, save harmless the State of Florida from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees. In this connection, the Contractor or Sub-recipient shall carry Insurances in the following amounts:

The County shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days' prior notice written to the Board of County Commissioners. Certificates of Insurance shall be delivered to the County prior to the commencement of the agreement. THE POLICY SHALL LIST THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AS ADDITIONAL INSURED.

<b>Commercial General Liability</b>	\$2,500,000 Each Occurrence \$3,000,000 General Aggregate * Must include coverage for blanket contractual liability for the obligations assumed under contract
<b>Comprehensive Automobile Liability</b>	\$1,000,000 Combined Single Limit Each Occurrence * Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract
<b>Workers' Compensation</b>	Statutory Limits where Services are to be performed * Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable
<b>Employer's Liability</b>	\$500,000 Each Occurrence \$100,000 Disease per Employee
* * An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
<b>Professional Liability</b> (If applicable)	\$1,000,000 Each Claim \$2,000,000 General Aggregate

### **Equal Opportunity**

The following equal employment opportunity requirements apply to the underlying contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of

compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

References: Executive Order 11246 September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR chapter 60

### **Civil Rights**

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor or Sub-recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor or Sub-recipient agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
- 2) The Contractor or Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) The Contractor or Sub-recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

References: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

### **Conflict of Interest**

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the State of Florida, or of any of the State's subsidiaries, including Columbia County Board of County Commissioners, who exercises or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any

contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended.

Reference: 2 CFR 200.112

### **Copyrights**

The State of Florida Department of Commerce reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under the Contract, and to any rights of copyright to which a Contractor, Sub-contractor or a Sub-recipient purchases ownership with grant support.

Reference: 24 CFR Subtitle A. 85.34 Copyrights

### **Lobbying**

Contractors or Sub-recipients who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the State of Florida Department of Capital Planning and Resiliency.

References: (31 U.S.C. 1352 as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

**SECTION XII. FORMS**

**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 of qualifications shall be deemed a representation and certification by the Proposing Firm that you have investigated all aspects of the RFP, have read and understand the RFP, and acknowledge all addenda.

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



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 \_\_\_\_\_

**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 2026-B**
- 2. This sworn statement is submitted by \_\_\_\_\_  
whose

[Name of entity submitting sworn statement]

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(l)(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(l) (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(l) (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 Attachment "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 \_\_\_\_\_

**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 Attachment "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 \_\_\_\_\_ 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 \_\_\_\_\_

**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 in \_\_\_\_\_  
\_\_\_\_\_ (Insert Title) (Insert Company Name)  
and principal office in \_\_\_\_\_.
2. Said entity is submitting this proposal/offer to RFP 2026-B
3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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

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 \_\_\_\_\_

**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 \_\_\_\_\_

**HUMAN TRAFFICKING AFFIDAVIT**

Affiant swears under pain and penalty of perjury that the company or entity does not use coercion for labor or services as defined by Florida Statute § 787.06 which is hereby incorporated by reference.

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**(Company or Entity Name)**

**Affiant who is an Officer/Authorized Representative of Company or Entity:**

---

**(Signature)**

---

**(Printed Name)**

---

**(Date)**

STATE OF

)

COUNTY OF

)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 202  
by

\_\_\_\_\_, by means of physical presence  
and  
\_\_\_\_\_ who is personally known to me or \_\_\_\_\_ has produced  
\_\_\_\_\_ as identification.

(NOTARY STAMP)

\_\_\_\_\_

Notary Public

## **CERTIFICATES OF INSURANCE**

Please attach proof of insurance.

**W-9 FORM**

Please attach W-9 form.

## **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.