

Request for Proposals
Columbia County Engineering Office - Design-Build Project
RFP # 2019-C

Columbia County ("County"), Florida will receive Proposals from qualified companies to provide design-build services for the Columbia County Engineering Office Project, located at **607 NW Quinten ST, Lake County, FL 32055**. The purpose of this solicitation is to receive responses from qualified design-build firms to provide all required administration, design, permitting and construction to design and build a new engineering office in accordance with the terms, conditions, and specifications contained herein. Upon the completion of the response review process, the County intends to enter into direct negotiations with the most qualified respondent resulting in a single contract award for a single specific undertaking.

Sealed Proposals will be received at the Columbia County Managers Office located at 135 NW Hernando Ave, Suite 203, Lake City, FL 32055, until March 6, 2019 2:00 P.M. local time, at which time they will be publicly opened and read.

Any Proposer who wishes his/her proposal to be considered is responsible for making certain that his/her proposal is received by the County by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will be returned unopened. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the County before the Proposal Submittal Deadline.

Proposers must submit one (1) identified original copy, one (1) electronic copy, plus three (3) copies of the proposal including any attachments. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer.

SCHEDULE OF EVENTS

The following dates are set forth for information and planning purposes; however the County reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes through the County's web site.

<u>Event</u>	<u>Date (on or by)</u>
Advertisement of Proposals	February 20,2019
Last day for Questions/Clarifications	February 27, 2019
Opening of Proposals	March 6, 2019 @ 2:00 P.M.
Evaluation Meeting	March 13, 2019

SECTION 1 - INTRODUCTION AND INFORMATION

Columbia County is actively seeking a qualified and experienced company to provide all required administration, design, permitting and construction to design and build a new engineering office in accordance with the terms, conditions, and specifications contained herein. Upon the completion of the response review process, the County intends to enter into direct negotiations with the most qualified respondent resulting in a single contract award for a single specific undertaking.

It is the intention of the County to award a single contract to the highest ranked Proposer responding to this Request for Proposals (RFP).

- 1.0 **INFORMATION/CLARIFICATION/QUESTIONS:** For information concerning this RFP contact Ray Hill, Purchasing Director in writing at his email address: ray_hill@columbiacountyfla.com. Changes, if any, to the technical requirements or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.
- 1.1 **ELIGIBILITY:** To be eligible to respond to this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar magnitude to those specified in the Scope of Services section of this and the managerial and financial ability to successfully perform the services.
- 1.2 **INSURANCE:** The successful Proposer shall not commence operations; construction and/or installation of improvements pursuant to the terms of this RFP and the attached Contract, until certification or proof of the insurance requirements set forth within the attached Contract have been received and approved by the County. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.
- 1.3 **PERMITS AND REGULATIONS:** The Respondent shall obtain and pay for all licenses, permits and inspection fees required for this project. Respondent shall comply with all laws, ordinances, regulations, and building code requirements applicable to the work contemplated herein.

SECTION 2 - STANDARD TERMS AND GENERAL CONDITIONS

- 2.1 **SUBMISSION AND RECEIPT OF PROPOSALS:** To receive consideration, proposals shall be submitted in accordance with this RFP. Any erasures or corrections on the proposal must be made in ink and initialed by Proposer in ink. All information submitted by the Proposer shall be printed, typewritten or filled in with pen and ink. Proposals shall be signed in ink. Proposers shall use the proposal forms provided by the COUNTY. These forms may be duplicated, but failure to use the forms may cause the proposal to be rejected as non-responsive.
- 2.1.1 All copies of the proposals must contain an original manual signature of the authorized representative of the Proposer. Proposals shall contain an acknowledgment of receipt of all Addenda. The address, e-mail and telephone number for communications regarding the Proposal must be shown.
- 2.1.1.1 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 2.1.1.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.
- 2.1.2 All Proposals received from Proposers in response to the Request for Proposal will become the property of the Columbia County and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the COUNTY.
- 2.2 **QUALIFICATIONS STATEMENT (Applicable if box checked):** Each Proposer shall complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.
- Columbia County reserves the right to make a pre-award inspection of the Proposer's facilities and equipment prior to award of the Contract.
- 2.3 **PROPOSERS' COSTS:** The County shall not be liable for any costs incurred by Proposers in responding to this RFP.
- 2.4 **PROPOSAL ACCEPTANCE:** Proposer warrants by virtue of submitting his/her Proposal that his Proposal and the prices quoted in his Proposal will be firm for acceptance by the

COUNTY for a period of forty-five (45) days from the date of RFP opening unless otherwise stated in the RFP.

- 25 MISTAKES: Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the Proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.
- 26 REJECTION OF PROPOSALS: The COUNTY reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variations to specifications contained in proposals, and minor irregularities in the proposal process.
- 27 LEGAL REQUIREMENTS:
 - 27.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) attaching a proposal response hereto and the COUNTY by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.
 - 27.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Bidders, Exhibits, Addenda and any other pertinent document form a part of this RFP and by reference are made a part of any response to this RFP.
- 28 SPECIAL CONDITIONS: Any and all Special Conditions contained in this RFP that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

- 2.9 PROHIBITION OF INTEREST: No contract will be awarded to a Proposer who has COUNTY elected officials, officers or employees affiliated with it, unless the Proposer has fully complied with current Florida State Statutes and COUNTY POLICIES relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposer from the County's Bidder's List and prohibition from engaging in any business with the COUNTY.
- 2.10 CONFLICT OF INTEREST: The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.10.1 The PROPOSER represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the Columbia County. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold Columbia County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.11 NO CONTINGENT FEE: Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making the Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Contract without liability at its discretion.
- 2.12 PUBLIC RECORDS / CONFIDENTIAL INFORMATION: Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the County in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, and then the Proposer must in the response specifically identify

The material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the County will treat all materials received as public records.

- 2.13 RESERVED:
- 2.14 PUBLIC ENTITY CRIMES INFORMATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, 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, for CATEGORY TWO For a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 2.15 NON-COLLUSIVE AFFIDAVIT: Each Proposer shall complete the Non-Collusive Affidavit Form Schedule "A" and shall submit the form with the Proposal. The COUNTY considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.
- 2.16 SUB-SONTRACTORS: If the Proposer proposes to use subcontractors in the course of providing these services to the COUNTY, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the COUNTY, prior to any Contract award. The COUNTY reserves the right to approve or disapprove of any subcontractor candidate in its best interest.
- 2.17 CONE OF SILENCE: A Cone of Silence shall apply as follows:
- 2.17.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids. The Cone of Silence shall terminate at the time the County Commission makes final award of a bid or gives final approval of a contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval of the contract.
- 2.17.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any County Commissioner, the County Manager and their respective support staff or any person or group of persons appointed or

Designated by the County Commission or the County Manager to evaluate, select, or make a recommendation to the County Commission or the County Manager regarding a Competitive Solicitation.

2.173 The Cone of Silence shall not apply to written or oral communications with legal counsel for the COUNTY or the Purchasing Director for the COUNTY.

2.174 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the County Commission.

2.18 DRUG FREE WORKPLACE: Drug-free workplace—In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.19 COMPLIANCE WITH LAWS

The selected firm, its officers, agents, employees, and contractors, shall abide by and comply with all federal, state, and local laws. It is agreed and understood that if County calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, then contractor shall immediately desist from and correct such violation. If contractor is in violation of any law, contractor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

2.20 PROPOSER'S REPRESENTATION

2.20.1 By virtue of its submission of this response to the RFP, proposer represents that it has reviewed all information which it has reason to believe is relevant to the making of this proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information which it does not possess which it believes is necessary to make a fully informed and accurate proposal.

2.20.2 It will be the sole responsibility of the prospective respondent to inspect the County's location(s) prior to submitting a response. Submission of a response will be considered evidence that the respondent is familiar with the nature and extent of the work, equipment, materials, and labor required. No variation in price or conditions shall be permitted based on lack of knowledge of these conditions

2203 Correction on proposals.

- (a) Mathematical errors—Errors in extension of unit prices or mathematical calculations may be corrected by the Purchasing Agent or designee prior to award. The unit prices shall not be changed.
- (b) A proposer shall be permitted to correct clerical, non-judgmental mistakes of fact in their proposal by Purchasing Director through a written directive.

2204 Cancellation of proposals.

- (a) Any time prior to proposal opening date and time, the County may cancel or postpone the proposal opening or cancel the request for proposal in its entirety.
- (b) After proposals are open, any or all proposals may be rejected by the County.

2205 Withdrawal of proposals.

- (a) Any proposer may voluntarily withdraw or amend their proposal at any time prior to the proposal opening by providing written notice to the County. Amendments should be forwarded to the County clerk, sealed and identified.
- (b) After proposal opening, vendors shall not be allowed to withdraw a proposal in less than ninety (90) days, or a specific time period stated in the RFP with the following exception—The proposal is so outrageous as to be a prima facie evidence of a proposal mistake, but a mistake that cannot be corrected by correction of mathematical computation.

2.33 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the County for payment to a Consultant is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

SECTION 3 - CONSIDERATION OF AWARD

3.0 CRITERIA FOR AWARD: The following criteria shall be used to evaluate the proposals, with the weight of each criteria to be determined by the County:

- a. Introduction letter identifying the respondent's professional specialization and other items requested in this section of the solicitation, including familiarity with this project.
[0 to 10 pts.]
- b. The respondent's similar projects.
[0 to 20 pts.]
- c. Conceptual design and description of equipment, including play value, availability of spray features, ease to change spray features and consistency with the specifications.
[0 to 20 pts.]
- d. Quality of submittal – clarity, conciseness and compliance with the requirements of the solicitation.
[0 to 10 pts.]
- e. Cost of Services:
The proposals response with the lowest proposed grand total amount being offered will receive twenty (40) points. Second lowest proposed amount will be divided into the low proposed amount and multiplied by forty (40) to arrive at a point total, and so on for the other proposals. (Example is as follows: If the lowest proposed amount is: \$ 100,000, they will receive 40 points, if second is \$ 150,000 the calculation is as follows:
 $\$ 100,000 / \$ 150,000 \times 40 = 26.80$)

3.1 CONSIDERATION FOR AWARD/AWARD PROCEDURES: Evaluation of the Proposals will be conducted by an Evaluation Committee "(Committee)" of qualified COUNTY Staff, or other persons selected by the County Manager or his/her designee. The Committee will evaluate all responsive Proposals received from Proposers who meet or exceed the requirements contained in the RFP based upon the information and references contained in the Proposals as submitted.

- 3.1.1 The Evaluation Committee's findings and rankings will be reviewed by the County Commission which shall then make its determination. The recommendations of the Evaluation Committee shall be advisory only. The County Commission may adopt the ranking of the Committee and authorize a contract with the number one ranked firm or, use the evaluation criteria to re-rank the short listed firms and authorize a contract to the firm it ranks as number one or negotiations with the County Manager.

Contract negotiations shall be initiated with the highest ranked firm. Should the County Manager or designee be unable to come to terms with the highest ranked firm, the next highest ranked firm will be contacted and negotiations begun with the next highest ranked firm. The final Contract must be approved by the County Commission.

SECTION 4 - SPECIAL CONDITIONS

4.1 **INDEMNIFICATION**

CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at County's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CONTRACTOR under this Contract may be retained by COUNTY until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the County's liability in any statute or as otherwise provided by law.

4.2 **INSURANCE (Applicable if box checked)**

[X] To ensure the indemnification obligation contained above, CONTRACTOR shall, at a

minimum, provide, pay for, and maintain in force at all times during the term of this Contract (unless otherwise provided), the insurance coverage's set forth in Section 4 in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

[X] Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect COUNTY by naming Columbia COUNTY and the Columbia County Board of Commissioners as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

[X] Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of one million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of two million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or operations.

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

[X] Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of five hundred thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned Vehicles, if applicable.

Hired and Non-Owned Vehicles, if applicable.

Employers' Non-Ownership, if applicable.

[X] Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

[X] CONTRACTOR shall furnish to the County's PURCHASING Director a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to COUNTY the Certificates of Insurance or endorsements evidencing the insurance coverage within thirty (30) calendar days shall provide the basis for the termination of the Contract.

[X] Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If the contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the County by certified mail within (5) business days at 6600 University Drive Columbia Florida 33067 with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. If any of the insurance coverage's will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

[X] COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names COUNTY as an additional insured.

Minimum specifications on design-built approximate 1200 sq. foot Office space for Public Works

- Design-build approximately 1200 sq. foot frame on modular office building (layout attached), with interior build-out
- Must comply with Florida Building Code 6th Edition 2017
- Contractor is responsible for Drawings and Engineering for his proposed building.

Requested specifications

- **Interior and exterior walls:** should be minimum 2x4 wood or metal construction with interior finished and painted 5/8 gypsum board. Exterior walls will be Hardy Board.
- **Interior doors:** solid wood doors and solid wood jamb pre-hung unit.
- **Exterior doors:** hollow metal doors and frames.
- **Roof:** 26 gauge Gulf rib exposed fastener metal roof or similar product. (Color to be determined later).
- **Lighting:** 4' LED florescent wrap-around light fixtures.
- **Flooring:** Will be installed by owner.
- **Paint:** interior walls SW 1018 Pro Mar 200 eggshell latex
Interior wood doors SW Pro Mar 200 semi-glosses (color to be determined later). Exterior color will be determined at a later date.

Offices will have 3 receptacle outlets to accommodate Cat 5 wiring.

Wired for 200 Amp Service

Contractor will be responsible for delivery and set up. Owner will make electrical and plumbing connections.

SECTION 6 – RESPONSE FORMAT

Responses must contain the following documents, each fully completed, and signed as required. If any items are omitted in the response it shall be grounds for disqualification and will be deemed non-responsive. All responses shall be tabbed as follows:

6.1 Table of Contents

Outline in sequential order (as stated below) the major areas of the response. All pages must be consecutively numbered. Respondents must respond to all minimum requirements listed below. Responses which do not contain such documentation may be deemed non-responsive.

6.2 TAB A – Introduction Letter

Provide an introduction letter outlining the respondent's specialization, location of office that will be responsible for managing the project and a brief summary of past experience intended to support the qualifications of the respondent to perform the required services. The introduction letter shall be signed by an officer of the Company/Corporation submitting the response.

6.3 TAB B – License and Insurance

The respondent must provide evidence that its company is currently registered with the State of Florida and holds an unexpired active license. Respondent shall provide photo copy of license indicating it is active in this section. In addition, if the respondent is a corporation, it must be properly chartered with the Florida Department of State and must submit evidence of such in this section. Include a copy of business W-9 certificate. Submit a current insurance certificate (on Accord Form) showing the firm's standard insurance coverage. Refer to Section 4 for insurance coverage requirements and limits. Provide evidence stating that the respondent is an authorized representative of the equipment manufacturer and warrant that it is licensed to do work in the jurisdiction and holds appropriate professional registrations. If NO license and insurance is provided accordingly, the respondent will be disqualified

6.4 TAB C – Project Experience

Indicate the company's number of years of experience in providing the requested services stated in Section 5.

Provide three (3) similar projects undertaken in the past three (3) years, describe the scope of each project in physical terms and by cost, dates of service, the respondent's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

6.5 TAB D – Personnel Experience

Provide the resume of the project manager(s) who will be assigned to this project. Resume shall include education, number of years of experience and any other pertinent information necessary to convey the quality of the individual(s) assigned to this project.

The Project Manager shall have a minimum of five (5) years' experience operating in the same position working on projects of similar scope and size. The Project Manager must be an employee of the respondent for the last two (2) years.

Identify staff members who will be working on the project and their experience level. If available, provide letters of recommendation from owners/customers that identify these individuals as being instrumental in the success of the project they were on.

6.6 TAB E – Conceptual Design

Provide a conceptual design to include building layout and type of construction. Layout should approximately match attached design.

Describe how the respondent will approach and complete the scope of work

6.7 TAB F – Cost of Services

Provide fee schedule for all personnel and services that may be used to complete the work. Proposed price shall be submitted in a separate sealed envelope.

6.8 TAB G – Claims Disputes

In this section, list all respondent's projects that:

- i. Are currently in a claims dispute or have been in a claim dispute within the last ten (10) years and provide reasons for dispute. In addition, provide disposition (pending or settled), the amount of claim and brief description of the claim or dispute.
- ii. List all projects that have been completed by respondent's surety in the last ten (10) Year's.
- iii. List all liquidated damages assessed to respondent in the last five (5) years including a brief narrative of the circumstances and the amount accessed.

6.9 TAB I – Requested Forms.

1. Proposer Information
2. Non-Collusive Affidavit
3. Acknowledgement of Business Type, Certification/Signature Page
4. Qualification Statement
5. Reference Page
6. Drug Free Workplace Form
7. Public Entity Crime Statement

NON-COLLUSIVE AFFIDAVIT
RFP # 2019-C

State of _____)

County of _____)

_____ Being first duly sworn deposes and
says that:

- (1) He/she is the _____
(Owner, Partner, Officer, Representative or Agent)
of _____ the Proposer that has submitted the
attached proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached
proposal and of all pertinent circumstances respecting such proposal;
- (3) Such proposal is genuine and is not a collusive or sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer,
firm, or person to submit a collusive or sham proposal in connection with the work for
which the attached proposal has been submitted; or to refrain from bidding in
connection with such work; or have in any manner, directly or indirectly, sought by
agreement or collusion, or communication, or conference with and Proposer, firm or
person to fix the price or prices in the attached proposal or of any other Proposer, or to
fix an overhead, profit, or cost elements of the proposal price or the proposal price of
any other Proposer, or to secure through any collusion, conspiracy, connivance, or
unlawful agreement any advantage against (Recipient), or any person interested in the
proposed work;
- (5) The price or prices quoted in the attached proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of
the Proposer or any other of its agents, representatives, owners, employees or parties in
interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 2011, by _____,
who is personally known to me or who has produced _____ as
identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or
Type as Commissioned.)

**Columbia County DRUG-
FREE WORKPLACE FORM
RFP # 2019-C**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

- _____ Does
: (Name of Business)

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 a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 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 this section.

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

Bidder's Signature

**PUBLIC ENTITY CRIME
STATEMENT
RFP # 2019-C**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Proposer, supplier, sub-Proposer, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

I state that this Proposer complies with the above.

Signed: _____

Printed Name: _____

Date: _____

Columbia County
PROPOSER INFORMATION
RFP # 2019-C

Communications concerning this proposal shall be addressed to:

Company Name: _____

Social Security/Federal Tax I.D. No.: _____

Proposer's Name (Print): _____ Title: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, Whichever Applies

Part I: Proposer has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged).

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Addendum No: _____ Dated: _____

Part II: ☐ No Addendum was received in connection with this RFP.

It is understood and agreed by Proposer that the County reserves the right to reject any and all proposals, to make awards on all items or any items according to the best interest of the County, and to waive any irregularities in the proposal or in the proposals received as a result of the RFP. It is also understood and agreed by the Proposer that by submitting a proposal, Proposer shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

Proposer's Authorized Signature

Date

Proposer's Printed Name

COLUMBIA COUNTY
ACKNOWLEDGEMENT OF BUSINESS TYPE
RFP # 2019-C

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the proposal package on the specified proposal opening date. The undersigned proposer certifies that this proposal package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS of PROPOSER:

Company Name

Address

City State Zip

Telephone No. _____ Fax No. _____

Federal ID. No. _____

SIGNATURE OF BIDDER

If an Individual: _____, doing business

Signature

as _____

If a Partnership: _____

by: _____,

General Partner Signature

If a Corporation: _____

Corporate Name

(a _____ Corporation)

by: _____

Signature

Title: _____

Attest: _____ (SEAL)

Corporate Secretary

NOTARY PUBLIC:

STATE OF: _____ **COUNTY OF:** _____

*The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by
_____ who is (who are) personally known to me or who has
produced*

_____ as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: _____

NOTARY **NAME,** **PRINTED,** **TYPED** **OR**
STAMPED: _____

Commission Number: _____ **My Commission Expires:** _____

Columbia County
REFERENCES
RFP # 2019-C

Provide specific references for at least four customers (preferably public entities), including customers served by the firm's nearest office to the County. They should be of similar size, complexity and magnitude to the County. Additional references may be provided by attachment.

Proposer: _____

1. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

2. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

3. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

4. Organization: _____
Address: _____
Contact: _____
Phone Number: _____
Email address: _____
Services provided: _____
Years of Service: _____

Columbia County
QUALIFICATION STATEMENT
RFP # 2019-C

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: _____

Address: _____

Street

County	State	Zip
--------	-------	-----

Telephone No. () _____ Fax No. () _____

How many years has your organization been in business under its present name? _____ years

If Bidder is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute: _____

Under what former names has your business operated? _____

At what address was that business located? _____

Are you Certified? Yes ☐ No ☐ If Yes, ATTACH A COPY OF CERTIFICATION

Are you Licensed? Yes ☐ No ☐ If Yes, ATTACH A COPY OF LICENSE

Do you have the required insurance coverage's set forth in the RFP?

Yes ☐ No ☐ If Yes, ATTACH A COPY OF INSURANCE CERTIFICATES

Has your company or you personally ever declared bankruptcy?

Yes ☐ No ☐ If Yes, explain: _____

Are you a sales representative ☐ distributor ☐ broker ☐ or manufacturer ☐ of the
commodities/services bid upon?

Have you ever received a contract or a purchase order from the Columbia County or other governmental entity? Yes ☐ No ☐

If yes, explain (date, service/project, bid title, etc)_____

Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☐ If yes, explain:_____

Have you ever been debarred or suspended from doing business with any governmental entity? Yes ☐ No ☐ If yes, explain:_____

PROPOSAL BOND
RFP #2019-C

STATE OF FLORIDA }

} ss:

COUNTY OF BROWARD }

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, as Principal, and _____
_____, as Surety, are held and firmly bound unto the County of
Columbia, a municipal corporation of the State of Florida in the penal sum of
_____ Dollars (\$_____), lawful money of
the United States, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the
accompanying RFP, dated _____
_____, 20_____. For: _____

NOW, THEREFORE,

- (a) If said RFP shall be rejected, or in the alternate
- (b) If said RFP shall be accepted and the Principal shall properly execute and deliver to said
COUNTY the appropriate Contract Documents, and shall in all respects fulfill all terms
and conditions attributable to the acceptance of said Proposal, then this obligation shall
be void; otherwise, it shall remain in force and effect, it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall in no event
exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby agrees that the obligations of the said Surety and its bond shall be
in no way impaired or affected by any extension of time within which said COUNTY may accept such
Proposal; and said Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several

seals this _____ day of _____, 20_____.

The name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN THE PRESENCE OF:

(SEAL)

(Individual or Partnership Principal)

(Business Address)

(County/State/Zip)

(Business Phone)

ATTEST:

Secretary

(Corporate Principal)*

By: _____

(Title)

ATTEST:

Secretary

(Corporate Surety)*

By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

SOLE PROPRIETORSHIP

(SEAL)

(Individual's Signature)

(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A PARTNERSHIP

(SEAL)

(Partnership Name)

(General Partner's Signature)

(General Partner's Name)

Business Address: _____

Phone No.: _____

A CORPORATION

(Corporation Name)

(State of Incorporation)

By: _____

(Name of person authorized to sign)

(Title)

(Authorized Signature)

(Corporate Seal)

Attest _____

(Secretary)

Business address: _____

Phone No.: _____

List the following in connection with the Surety, which is providing the Bid Bond:

Surety's Name: _____

Surety's Address: _____

Name and address of Surety's resident agent for service of process in:

