

REQUEST FOR QUALIFICATIONS

RFQ-2019-F

PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PERMITTING OF A WASTEWATER TREATMENT PLANT AND ASSOCIATED APPURTENANCES
In accordance with the “Consultants Competitive Negotiation Act” (F.S. 287.055), Columbia County, Florida is seeking Statements of Qualifications from Florida registered firms to design and permit a 500,000 gallons per day field-erected wastewater package treatment facility to be located in the North Florida Mega Industrial Park and to include effluent disposal, water reuse and connection to the City of Lake City utility system.

Requirements for submission and the selection criteria may be obtained on the Columbia County website at <http://www.columbiacountyfla.com/PurchasingBids.asp>

Proposers must submit one (1) original responses marked “Original”, four (4) copies marked “Copy” and one (1) flash drive in a sealed envelope clearly marked on the outside with the Proposer’s name and "Sealed Proposal for RFQ 2019-F Engineering Services --Wastewater Treatment, Columbia County, Florida”, addressed and delivered to:

**Columbia County Purchasing Office
135 NE Hernando Ave
Lake City, FL 32055**

All proposals must be received by the County Purchasing Office before 2:00 P.M. on May 30, 2019.

**COLUMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR QUALIFICATIONS
2019-F**

RESPONSES ARE DUE BY: 5/30/2019

MAIL OR DELIVER RESPONSES TO:

**Columbia County Board of County Commissioners
Purchasing Office
135 NE Hernando Ave
PO Box 1529
Lake City, FL 32055**

Contact: Ray Hill at 386-719-2028 or via e-mail at
Ray_Hill@columbiacountyfla.com

REQUEST FOR QUALIFICATIONS

RFQ-2019-F

PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF A WASTEWATER PACKAGE TREATMENT PLANT AND ASSOCIATED APPURTENANCES

In accordance with the “Consultants Competitive Negotiation Act” (F.S. 287.055), Columbia County, Florida is seeking Statements of Qualifications from Florida registered firms to design and permit a 500,000 gallons per day field-erected wastewater package treatment facility to be located in the North Florida Mega Industrial Park and to include effluent disposal, water reuse and connection to the City of Lake City utility system.

Columbia County expects that interested individuals and firms will make every effort to assemble a team with the necessary experience and qualifications to perform required services as may be required by Columbia

Columbia County has received a Florida Jobs Growth Infrastructure Grant from the Florida Department of Economic Opportunity for \$10,200,000 to construct a wastewater treatment plant at the North Florida Mega Industrial Park located east of Lake City on US 90. This project will require working with Columbia County, the City of Lake City, and Weyerhaeuser. The County anticipates the plant will connect to the City of Lake City wastewater collections system and will be operated and maintained by the City of Lake City upon completion.

The County is looking for respondents experienced in several key areas including the funding, design, permitting, and construction administration of water supply systems, wastewater collection and treatment, effluent disposal facilities, road paving, drainage systems, and other municipal engineering services. Applicants should also be experienced with funding programs including, but not limited to, the USDA Rural Development Program, the FDEP SRF Program, FDOT funding programs, FEMA funding programs, EDA funding programs, and the CDBG program.

Requirements for submission and the selection criteria may be obtained on the Columbia County website at <http://www.columbiacountyfla.com/PurchasingBids.asp> All questions pertaining to this Request for Qualifications (RFQ) should be directed, in writing, to Ray Hill, Purchasing Director, Columbia County 135 NE Hernando Ave, Lake City 32055, or by email to Ray_Hill@columbiacountyfla.com. Any addenda to this Request for Qualifications (RFQ) shall be distributed to vendors on the list Columbia County distributes for this RFQ.

Proposers must submit one (1) original responses marked “Original”, four (4) copies marked “Copy” and one (1) flash drive in a sealed envelope clearly marked on the outside with the Proposer’s name and "Sealed Proposal for RFQ 2019-___ Engineering Services -- Wastewater Treatment, Columbia County, Florida”, addressed and delivered to:

**Columbia County Purchasing Office
135 NE Hernando Ave
Lake City, FL 32055**

All proposals must be received by the County Purchasing Office before 2:00 P.M. on May 30, 2019. Any proposals received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed proposals will be automatically rejected. Hand delivered Proposals may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will not guarantee specific time delivery to Lake City. It is the sole responsibility of each Proposer to ensure their proposal is received in a timely fashion.

All proposals shall remain valid for a period of ninety days (90) beyond the deadline for submission and may be extended beyond that time by mutual agreement. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3)(d), Florida Statutes. COLUMBIA County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

INSTRUCTION TO RESPONDANTS

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

PROJECT DESCRIPTION

Columbia County has been awarded a \$10,200,000 grant to build a wastewater treatment plant (WWTP) that will serve the North Central Florida Rural Area of Opportunity's 500-acre Catalyst Site, the North Florida Mega Industrial Park and economic development target area in eastern Columbia County, including the Lake City Gateway Airport and Florida Gateway College. The WWTP should start treating 500,000 gallons of water per day and increase in capacity in 250,000 gallon increments to meet the demands of new industry. The WWTP will be connected to the existing wastewater collections system owned by the City of Lake City and the City will divert flow of their collections system to the new WWTP to create additional treatment capacity for economic development projects outside of the North Florida Mega Industrial Park, allowing the facility to be operational and functional from the day of completion and enabling existing business to expand. The North Florida Mega Industrial Park (NFMIP) is a public/private partnership project owned by Weyerhaeuser. Weyerhaeuser has identified a potential 20 acre site within the North Florida Mega Industrial Park and will provide the land for the WWTP based upon the design of the plant.

Columbia County is looking for a firm to design a field-erected wastewater package treatment plant with a permitted effluent disposal system, and water reuse capabilities. This firm may also be required to design related projects such as water and wastewater lines that connect the WWTP to the City utilities and to future industrial customers within the NFMIP. The WWTP will primarily treat industrial wastewater flows from the NFMIP and economic development projects. Upon completion and permitting of the WWTP and appurtenances, the successful respondent will participate as the engineer of record in the bidding and the construction of the project by the owner.

The location selected for the WWTP is a 20 acre undeveloped site approximately 0.5 miles from US Highway 90. Preliminary site studies have been completed by Weyerhaeuser, the current land owner. While the project and the grant will be administered by Columbia County, the successful respondent will need to work with the County, the City of Lake City and Weyerhaeuser on the design and permitting of the plant.

City of Lake City utilities (water, wastewater and gas) currently run along US 90 the length of the NFMIP. Future joint efforts may include extending water, wastewater, gas, roads and rail to industries locating within the North Central Florida Rural Area of Opportunity's 500 acre Catalyst Site, the North Florida Mega Industrial Park or in other economic development areas.

I. SCOPE OF SERVICES

The initial project requires the design and permitting of a new 500,000 gallons per day (GPD) field-erected wastewater package treatment plant and approximately 0.5 miles of water and wastewater lines needed to connect to the existing Lake City utility lines at US Highway 90. The proposed plant design will need to demonstrate that the proposed plant layout will accommodate plant expansions in increments of 250,000gpd to an ultimate 1,000,000gpd to 1,500,000gpd plant capacity. The plant design will include connecting to the City of Lake City utilities approximately 0.5 miles north of where the plant will be located and providing access to the plant. The design and permitting of the WWTP shall include a water reuse. Plant operations and maintenance costs should also be a consideration of the design. The successful respondent should have experience with modifying consumptive use permits. The successful respondent will be responsible for acquiring all necessary permits and utilities for the successful construction and final operations of the new facility. The successful respondent will participate as the engineer of record in the bidding and the construction of the project by the owner.

The successful respondent will be contracted to work for Columbia County and, in addition, will be expected to work cooperatively with the City of Lake City as the utility provider and Weyerhaeuser as the current land owner.

Respondents shall be experienced in the funding, design, permitting, and construction administration of water supply systems, wastewater collection and treatment, effluent disposal facilities, water reuse systems, road paving projects, drainage systems, and other municipal engineering services.

The initial task order will include the design, permitting and construction of a 500,000gpd field-erected wastewater package treatment plant that can increase in capacity in 250,000 gallon increments to meet the demands of new industry. The plant will primarily treat commercial and industrial waste. In addition, the WWTP will connect to the existing wastewater collections system owned by the City of Lake City. Preliminary stormwater, geotechnical, and site planning work has already been completed by Weyerhaeuser as part of the NFMIP conceptual design, but additional civil work may be required for this project.

The scope of services to be performed shall consist of but not limited to the following:

- 1) General Planning
- 2) Design and Permitting of all types of Public Infrastructure
- 3) Water Treatment Facilities
- 4) Wastewater Treatment Plants
- 5) Gravity Collection System Analysis and Design
- 6) Wastewater Transmission System
- 7) Water Distribution

- 8) Pump Stations
- 9) Stormwater Management
- 10) Geotechnical Investigation
- 11) Site Planning, Design, and Inspection
- 12) Local, State, and Federal Permitting (stormwater, wastewater, consumptive use/reuse, wetland impact, etc.)
- 13) Architectural Services
- 14) Recreation Facilities
- 15) GIS services
- 16) Feasibility Analysis
- 17) Cost Estimating
- 18) Funding Research
- 19) Grant/Loan Applications
- 20) Any other related service that may be requested by Columbia County

Length of Services

The services shall begin upon execution of the Agreement and shall extend until the completion of the construction of the wastewater treatment plant and all appurtenances or a period of three (3) years, whichever is longer. The agreement may be extended for additional one (1) year periods upon mutual consent of both parties. Each task order issued under this general engineering contract shall provide for a “time for completion” specific to the task.

II. INSTRUCTIONS TO SUBMITTERS

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

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

A committee will review the information submitted and short list the firms. Additional information or interviews may be requested of a short list of firms. Once all review is complete, the short-listed firms will be ranked by the selection committee with the top ranked firm being scheduled for negotiations. Columbia County reserves the right to select a single or multiple firms, according to the firm’s experience and abilities.

The resulting “contract” (or contracts) shall provide for issuance of individual Task Orders based on specific scopes of work. The Task Order will be negotiated based on a “Fee Schedule” and any additional negotiated services required within the scope of work.

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

III. FIRMS EVALUATIONS AND SELECTION

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

- Project Personnel - 20 Points
- Experience of the firm with similar projects - 20 Points
- Experience working with County Government/Multiply Agencies - 15 Points
- Project Understanding/Approach - 20 Points
- References - 15 Points
- Location (Local Office)/Related Services - 10 Points

Columbia County shall evaluate the respondent’s qualifications, rank the qualifications from all respondents, and negotiate a Contract for the Work according to the regulations applicable to companies that perform professional architectural, engineering, landscape architecture or surveying and mapping services as set forth in Florida Statutes Section 287.055, known as the Consultants' Competitive Negotiation Act ("CCNA").

The evaluation committee shall make a recommendation to the Board of County Commissioners (BOCC) but the final decision rests with the BOCC. The BOCC reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals, and to separately accept or reject any item or items and to award and/or negotiate a contract in the best interest of the Columbia County.

IV. SUBMITTAL REQUIREMENTS

One (1) original responses marked “Original”, four (4) copies marked “Copy” and one (1) flash drive. Required items are described below:

1. Letter of Interest (2 page max.)

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

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

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

3. Staff Qualifications and Experience (10 page max.)

Identify the individual staff members to be assigned to this engagement and the proposed role and contribution of each person. Provide a brief description of each person’s qualifications, special training, and experience relevant to the types of services required by the County. Detailed resumes of key staff should be provided. At minimum, each resume shall present the employee’s name, title, years of service with the firm and overall years of relevant experience. Resumes shall also identify any specialty or technical process expertise. Resumes shall also include employee’s applicable professional registrations, education, and work experience, including key projects. In demonstrating experience, Proposer must indicate the position /role the individual had in the specific key project referenced. Resumes should be no more than two (2) pages in length

4. Services Performed for similar Governmental Agencies (6 page max.)

Describe the services provided to public agency clients with comparable needs for up to ten recent assignments. The Selection Committee is most interested in engagements requiring similar services as those set forth in this request which have been performed for Florida agencies and completed within the past five years. Ongoing current assignments may be included if significant work has been performed to date. Indicate if the services were performed under direct contract to the client agency, as a sub-consultant to another firm, or by a firm proposed as a sub-consultant for this engagement.

Indicate the scope of services, principal staff involved, and the name and telephone number of a client contact thoroughly familiar with the applicant’s work. Describe the role and participation in these assignments by the individuals proposed for this engagement.

5. Design Approach and Work Plan

A part of this proposal includes the design and construction of a grant funded 500,000 gallon per day Wastewater Treatment Plant. Respondent shall provide an explanation of how it typically manages its engagements to realize project budgetary goals, timetables and quality control objectives. Proposer shall explain, for this specific Scope of Work, how it intends to meet the goals, timetables and quality criteria established herein. Consideration shall be given for cost effectiveness of potential solution(s), creativity and innovation of proposed solutions and comprehensive utilization of proposed personnel to meet the deliverables.

Respondent shall also provide a project schedule indicating: (i) all the activities envisioned to fulfill the requirements of the Work; (ii) the estimated duration for each activity; (iii) the estimated man-hours for each activity; and (iv) the total estimated man-hours each primary Team Member, identified in the Section titled "Staff Qualifications and Experience", will devote to the Work through completion. The project schedule must demonstrate the utilization of any Subcontractors.

6. Proof of Licenses/Certifications

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

7. References

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

8. Other Forms/Certifications

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

9. Proof of Insurance

ACORD Forms demonstrating compliance with Section V below.

10. Additional Information

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

V. INSURANCE

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

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

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

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

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

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

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

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

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

Workers Compensation Coverage

The consultant shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with Section 440.02(13) (d) and 440.10(1) (g) Florida Statutes. Contractor shall also purchase any other coverage's required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

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

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

General Liability Coverage - Occurrence Form Required

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

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

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

Business Auto Liability Coverage

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

Excess or Umbrella Liability Coverage

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

Professional Liability

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

DRUG FREE WORKPLACE CERTIFICATION

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

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

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

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

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

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

Not applicable: _____

Name

Company

Date

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

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

1. This sworn statement is submitted to _____

by _____

For _____

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:
- (a.) A predecessor or successor of a person or a corporation convicted of a public entity crime, or
 - (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling agreement of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person knowingly enters into a

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

Signature

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

Personally known _____

OR Produced identification _____

Notary Public- State of _____

My commission expires _____

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

ANTI-COLLUSION STATEMENT

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

I further attest that:

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

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

Signature

Company Name

Title

Address

Date

Phone Number