

**COLUMBIA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR QUALIFICATIONS  
2019-N**

**RESPONSES ARE DUE BY: September 3, 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-N

### **PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE COUNTY'S WASTEWATER PACKAGE TREATMENT PLANT EXPANSION AND ASSOCIATED APPURTENANCES**

Columbia County, Florida has been awarded a FFY 2017 Small Cities Community Development Block Grant from the Florida Department of Economic Opportunity for an Economic Development project. **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 an expansion of Columbia County’s wastewater package treatment facility located on Giles Martin Road in the Ellisville area of Columbia County to accommodate the job creation business, the Truck Service Center at I-75 and US441.**

The Columbia County Board of Commissioners is requesting statement of qualification proposals from qualified firms interested in providing Design and Engineering services under the CDBG grant. Proposals will be accepted **until 2:00 p.m. on September 3, 2019** in the office of the Board of County Commissioners located at 135 NE Hernando Ave. Room 203, Lake City, Florida 32055

Procurement and contracting for all services shall conform to CDBG guidelines as well as the state and federal regulation including 2 CFR, Part 200. All records shall be maintained in accordance with state and federal CDBG requirements.

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. An award, if made, will be made to the Respondent(s) deemed to receive the highest ranking based on the evaluation criteria included in Section 2.0 of this Request for Proposals.

Each proposal will be reviewed to determine if the proposal is responsive to the RFQ. Proposals deemed to be non-responsive will be rejected without being evaluated. A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this RFQ do so at their own risk.

The Evaluation Committee shall review all proposals for compliance with the specifications and select a vendor(s) for recommendation.

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 BOCC.

### **CALENDAR OF EVENTS**

<b>Technical Questions Due</b>	<b>August 26, 2019</b>
<b>Responses To Questions</b>	<b>August 28, 2019</b>
<b>RFQ Response 2:00 P.M.</b>	<b>September 3, 2019</b>
<b>Evaluation Committee Meeting</b>	<b>September 11, 2019</b>
<b>Recommended Ranking To Board</b>	<b>September 19, 2019</b>

## 1.02 COPIES OF RESPONDING DOCUMENTS

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The BOCC does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

Complete sets of Responding Documents may be obtained in the manner and at the location stated in the Notice of Calling for Proposal.

## 1.03 PROPOSAL REQUIREMENTS

One (1) original response, marked "Original", four (4) copies marked "Copy", and one (1) flash drive of the proposal setting forth qualifications must be received.

## 1.04 DISQUALIFICATION OF RESPONDENTS

**A. NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this RFQ 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. Category Two: \$25,000.00.

**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(1), Florida Statutes.

### **1.05 EXAMINATION OF RFQ DOCUMENTS**

Each Respondent shall carefully examine the RFQ and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Respondent will in no way relieve the Respondent of the obligations and responsibilities assumed under the contract.

Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Respondent shall at once notify the Purchasing Director.

### **1.06 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 seven (7) or more days prior to the date fixed for opening of responses will 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 or sent by available means to all known prospective Respondents prior to the established response opening date. 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.

## **1.07 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.

## **1.08 PREPARATION OF RESPONSES**

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. The Respondent shall state in the response the name and address of each person interested therein.

## **1.09 SUBMISSION OF RESPONSES**

The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Proposal, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Proposal.

Each Respondent shall submit the required evidence of the Respondent's qualifications and experience, as outlined in Section 1.10 and the executed forms set forth in Section 1.04.

## **1.10 CONTENT OF SUBMISSION**

The submission in response to this RFQ shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The response shall be bound, or in a three-ring binder or equivalent folder, and tabbed. Submissions shall be organized as indicated below. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Respondent must adequate documentation to certify the Respondent's compliance with the BOCC's requirements. Respondent should focus specifically on the information requested.

The following information, **at a minimum**, shall be included in the Submittal:

**A. Cover Page**

A cover page that states:

**“REQUEST FOR PROPOSAL - ENGINEERING SERVICES - WWTP PLANT EXPANSION”**

The cover page should contain Respondent’s name, address, telephone number, and the name of the Respondent’s contact person.

**B. Tabbed Sections**

**Tab 1. Narrative/Self-Analysis/Statement of Qualifications**

The Respondent shall provide a history of the organization, its areas of special expertise, and how the organization will fulfill the needs of the BOCC if awarded a contract pursuant to this RFQ process

Respondents shall include the following information:

1. A description of your organizational structure (i.e., publicly held corporation, partnership, etc.).
2. Confirm that you are a licensed in the State of Florida and provide documentation.
3. Briefly describe your company’s organization, philosophy, and management. Also, please provide a brief company history.
5. Describe your contractual relationships, if any, with organizations or entities necessary for your proposal’s implementation
6. How long has your organization been providing these services?

**Tab 2. 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:

- Name and full address of reference organization
- Name of Contact person for contract
- Telephone number(s)
- Date of initiation of contract reference, and time period services were provided
- Brief summary of services provided to reference, and comparison of the referenced services to these proposed services

**Tab 3. Staffing**

It is anticipated that the primary Respondent indicated in the response to this RFQ shall be the primary person providing services to the BOCC, notwithstanding said entity may use staff to prepare work product required to fulfill the contractual obligations to the BOCC. 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.

**Tab 4. Pending/Past Litigation**

The Respondent shall describe any pending litigation in which the Respondent is involved as a result of provision of any services which are described herein. The Respondent shall describe any litigation in which the Respondent has been involved within the past five (5) years.

**Tab 5. BOCC Response Forms**

Respondent shall complete and execute the response/bid forms specified below and found at the designated pages in this RFQ, and shall include them in the section tabbed 5:

- Response Form
- Non-Collusion Affidavit
- Ethics Clause
- Conflict of Interest Disclosure Statement
- Drug Free Workplace Certificate

**Tab 6. N/A**

**Tab 7. 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.

**Tab 8. Additional Materials**

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.). They should be clearly marked “Additional Materials”. 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 qualification 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.

**1.11 MODIFICATION OF RESPONSES**

Written modification will be accepted from Respondents, if addressed to the individual and address indicated in the Notice of Calling for Proposal and received prior to response due date and time.

## **1.12 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 BOCC.

## **1.13 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 the Notice of Calling for Proposal. 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.

## **1.14 DETERMINATION OF SUCCESSFUL RESPONDENT**

The BOCC 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 BOCC. 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 BOCC. Final selection of the successful respondent(s) shall be made by the BOCC at a noticed public meeting.

## **1.15 INDEMNIFICATION**

- A. The Respondent shall defend, indemnify and hold harmless the Columbia County BOCC from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by BOCC) 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.
- B. The first ten dollars (\$10.00) of remuneration paid to the Respondent is for the indemnification provided for above.
- C. 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 the following insurance coverage, limits, including endorsements described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Respondent is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Respondent under any resulting contract.
  - a. Commercial General Liability insurance on an "occurrence" basis in an amount not less than \$1,000,000 combined single limit Bodily Injury and Property Damage Liability.
  - b. Business Automobile Liability insurance in the amount of \$1,000,000, providing Bodily Injury Liability and Property Damage Liability.
  - c. Workers' Compensation insurance applicable to its employees, if any, for statutory coverage limits in compliance with Florida Laws including Employers' Liability which meets all state and federal laws.

- d. Professional Liability/ Errors or Omissions insurance as appropriate for the type of business engaged in by the respondent shall be purchased and maintained by the Respondent with minimum limits of not less than \$1,000,000 combined single limit.

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 required by this RFQ

## **SECTION TWO EVALUATION CRITERIA**

### **2.0 EVALUATION CRITERIA**

#### **1) Proposal Evaluation Committee and Evaluation Process**

##### **A. Evaluation Committee**

The County shall follow the procedures of the Consultants' Competitive Negotiation Act, Title XIX, Chapter 287, Section 055 of the Florida Statutes. 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 Qualifications (RFQ). 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.

##### **B. 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.).

##### **C. Award without Presentations**

The County may evaluate and award a Contract based on responses to this Request for Qualifications without discussions or oral presentations. Therefore, each response to this RFQ should contain the Proposer's best terms and conditions for consideration.

##### **D. Ranking**

The Committee will evaluate and rank the Proposers by category as set forth in the preceding section entitled "Evaluation Criteria" and based upon that scoring will rank the respondents on an ordinal scale. The resulting score sheet will be submitted to the Director of Procurement to determine the rank order of the respondents.

##### **E. Authority to Award**

Contracts negotiated as a result of this RFQ will be presented to Columbia County Board of County Commissioners for final award.

##### **F. Reserved Rights**

1. 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 RFQ or in the proposals received as a result of this RFQ.

2. CDBG and other program contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies. The County does not guarantee the award of any Contract as a result of this solicitation process.

## 2. Scoring Criteria:

1. The years of experience of the firm working with CDBG Small Cities grants funded projects through the State of Florida Department of Community Affairs and/or the Florida Department of Economic Opportunity. **20 points**
2. The years of experience of the staff that will work on the project with similar wastewater systems and construction projects. **30 points**
3. Understanding of Columbia County's local conditions including environmental concerns, permitting requirements, existing plant flow/effluent profile, and development needs. **30 points**
4. Number of favorable client reference letters dated 2011 or later provided from other communities. Please note, only one (1) letter per community will be accepted. **20 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.

# **SECTION THREE RESPONSE/BID FORMS**

## 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