

COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS 2024-B
PROPOSAL FOR TRANSPORTATION CONSULTING SERVICES

The Board of County Commissioners (County) will receive sealed proposals in the office of Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until **3:00 PM** local time on **Tuesday January 30, 2024** for the following:

PROPOSAL FOR TRANSPORTATION CONSULTING SERVICES

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal.

Proposers without a complete proposal described will be considered improper. The solicitation information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids>

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REQUEST FOR QUALIFICATIONS NO. 2024-B
PROPOSAL FOR TRANSPORTATION CONSULTING SERVICES

DUE DATE: JANUARY 30, 2024 - 3:00 pm

EVALUATION DATE: FEBRUARY 5, 2024 – FEBRUARY 9, 2024 (subject to change)

BCC APPROVAL: FEBRUARY 15, 2024 (subject to change)

Issued by:
Columbia County Board of County Commissioners
Purchasing Department

REQUEST FOR QUALIFICATIONS NOTICE NO. 2024-B
PROPOSAL FOR TRANSPORTATION CONSULTING SERVICES

The Columbia County Board of County Commissioners (County), located in Lake City, Florida, is requesting proposals from Companies who serve as a Third Party Administrator (TPA) which manage employment screening programs. Interested TPA's must submit written proposals, on the form provided, via email to the below address no later than **3:00 PM Tuesday, January 30, 2024.**

Specifications and quotation forms may be obtained from the County's website <https://www.columbiacountyfla.com/PurchasingBids.asp>. Questions regarding specifications and/or quotation documents must be sent via email: ejones@columbiacountyfla.com.

REQUEST FOR QUALIFICATIONS NO. 2024-B PROPOSAL FOR TRANSPORTATION CONSULTING SERVICES

The opened qualifications will be read aloud and preserved in the custody of the Purchasing Department for later examination for conformance to all bid requirements. Qualifications will not be valid unless received by the RFQ deadline and in a sealed envelope marked: **"RFQ NO. 2024-B PROPOSAL FOR TRANSPORTATION CONSULTING SERVICES"**. Envelopes are to be submitted in person or delivered by courier to the above address.

During the Request for Qualification Period, from publication of the Notice of a Request for Qualifications to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or any member of the designated Evaluation Committee or any agent of the County regarding the Request for Qualifications in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Qualifications (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Qualifications.

The Board reserves the right to award Bids, Proposals or Qualifications which would be in the Best Interest of the County.

FOLLOWING THE BID OPENING, a tabulation will be posted on line at:
<https://www.columbiacountyfla.com/PurchasingBids.asp>

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE

TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY'S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER THE PURCHASING POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE. (NOTE: NO BID BOND REQUIRED WITH THIS RFQ).

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS REQUEST REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND TO WAIVE TECHNICAL AND NON-TECHNICAL OR NON-MATERIAL DEFECTS IN THE REQUEST OR SUBMITTAL OF ANY BIDS.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a 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 a public entity, may not be awarded 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 bidder list.

-----END OF NOTICE-----

REQUEST FOR QUALIFICATION INSTRUCTIONS

REQUEST FOR QUALIFICATIONS NOTICE NO. 2024-B
PROPOSAL FOR TRANSPORTATION CONSULTING SERVICES

NOTICE IS HEREBY GIVEN that in accordance with F.S. 287.055 the Consultant's Competitive Negotiation Act (CCNA), sealed qualifications will be received until **3:00 P.M., Tuesday, January 30, 2024**, at the Columbia County Board of County Commissioners, Purchasing Department, 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32055.

Qualifications will be opened at **3:00. P.M.**, or as soon thereafter, on **January 30, 2024** at the same location in the presence of the Purchasing Department staff and all other interested persons.

TIMETABLE

Date of Advertisement: December 20, 2023

Last Date of Inquiries: January 23, 2024

Final Addendum: January 25, 2024

BID Due: January 30, 2024 at 3:00PM

Evaluation: February 5, 2024 through February 9, 2024 (subject to change)

The following are proposed dates for Recommendation of Award or Contract. The County reserves the right to alter dates as needed:

BCC: February 15, 2024 (subject to change)

All Qualifications shall be submitted to the Board of County Commissioners, Purchasing Department, 135 NE Hernando Avenue, Suite 203, Lake City, Florida, which shall record receipt thereof by date and time on the Sealed Qualification Envelope. The deadline for receipt of a particular Qualification submittal shall be per the Request for Qualifications. All Qualifications must be physically received by the Purchasing Department prior to the deadline indicated in the Request for Qualifications. A Qualification may not be submitted by facsimile transmission or by email. The use of an overnight delivery service, of the United States Postal Service or any other type of delivery service to submit a Qualification shall be entirely at the risk of the Bidder submitting the same, and any Qualification so received after the applicable deadline shall be deemed untimely. Upon receipt, the Purchasing Department will maintain custody and control of all Qualification submittals until after they have been opened. The Purchasing Department shall serve as the permanent record holder of all Qualification submittals for the County Manager.

An original and three copies of the Qualification must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

Sealed Bid Envelope: Each Bid and its accompanying materials shall be submitted in a single, sealed, and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the Bidder:

- a. The number assigned to the particular Request for Qualifications.
- b. The title of the Bid exactly as it appeared in the Request for Qualifications.
- c. The date of the Bid Opening.

Additional Evaluation: The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.

Americans with Disabilities Act: In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Columbia County ADA Coordinator, by mail, at P.O. Box 1529, Lake City, FL 32056, or by telephone at (386) 755-4100, no later than seven (7) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting 1-386- 758-2139 (TDD).

Award: The Request for Qualifications (RFQ) will be awarded to the responsible Firm submitting a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered.

Bid Errors: Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.

Bid Preparation Costs: By submission of a Bid, The Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.

Bid Protests: Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision. Full bid protest procedures can be found in Section 304.8 of the County Purchasing Policy which can be found on the County's website by following the appropriate links from the Home page at <https://www.columbiacountyfla.com/Purchasing.asp>

Business Registration Requirement: In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Department of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Department of Corporations at (850) 245-6000. Online- filing is available at: <http://dos.myflorida.com/sunbiz>

Assurances: The Consultant acknowledges that if awarded a contract it will comply with all pertinent federal requirements and regulations applicable to projects funded fully or partially with federal funds and in responding to this RFQ provides the following assurances:

The Consultant hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," or other requirements imposed by FDOT or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by FDOT herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project.

Cancellation of RFQ: Columbia County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.

Conflict of Interest: The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Columbia County Board of County Commissioners. Further, all proposers must disclose the name of any Columbia County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

Contractor Qualifications and Requirements: At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

State of Florida, Department of Professional Regulation as Professional Engineer.

Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

Sub-Contractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the Sub-Contractor.

Copyright Restrictions: Both the County seal and the County logo are being registered for a copyright. Neither the Columbia County seal nor the logo may be used or provided to non-Columbia County government users for use on company Bids, presentations, etc.

Deviations: Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

Execution of Contract and Notice to Proceed: The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.

Indemnification: The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statutes Chapter 768.28 applicable to Columbia County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Inquiries/Questions: Any questions regarding this RFQ must be submitted via email to: ejones@columbiacountyfla.com and must be received by the specified date. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

All Addenda language issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waivable deviation at the County's sole discretion.

Insurance Requirements: Any Bidder submitting a Bid must include, within its initial Bid submittal, proof of the following insurance, in effect continuously from the date of submittal through the sixty (60) days subsequent to the scheduled Bid Opening date:

a.	
Commercial General Liability	
i. General Aggregate	\$1,000,000
ii. Products and Completed Operations Aggregate	\$1,000,000
iii. Personal and Advertising Injury	\$1,000,000
iv. Each Occurrence	\$1,000,000
v. Fire Damage (any one fire)	\$50,000
vi. Medical Expense (any one person)	\$5,000
b.	
Automobile Liability	\$1,000,000

Combined single limits with bodily injury/property damage, with minimum limits for all additional coverages

c.	
Workers Compensation/Employers Liability	
i. Workers Compensation	statutory limits
ii. Employers Liability	
a. Each Accident	\$100,000
b. Disease-Policy	\$500,000
c. Disease-Each Employee	\$100,000
d.	
Professional Liability	
i. When required by contract-per occurrence	\$1,000,000

The County Manager may add to the insurance requirements or modify such by waiving, raising, or lowering the minimum coverages required for particular projects prior to a Request for Proposals. Any additional or modified insurance requirements will be set forth in the Request for Proposals as necessary for a particular project. The Board will not waive any defects in a Bid submittal pertaining to any insurance requirements herein.

Upon being awarded the Bid, the Bidder must provide proof that such insurance will be in effect from the date of commencement of the project. The Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage must include all independent Contractors and Sub- Contractors. Either prior to or simultaneously with the execution of the Contract, the successful Bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Columbia

County, a political subdivision of the State of Florida; and The Board of County Commissioners, Columbia County, Florida, its Employees, agents, boards and commissions, as their interests may appear” as “Additional Insured.” The certificate of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

Laws and Regulations: The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Columbia County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

Negotiations: After due consideration, Columbia County intends to entertain a short list of firms. Staff will begin negotiations with the number one ranked firm derived from the Columbia County Board of County Commissioners short listing. If negotiation with the firm is successful, contract procedures will be initiated. If a successful negotiation cannot be reached, the County will begin negotiations with the number two, then number three ranked firm if deemed necessary by the County.

No Bid: Each company not intending to respond to this Bid should reply with a written “No Bid Statement”. Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.

No Contact Period: During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or any member of the designated Evaluation Committee or any agent of the County regarding the Request for Proposals in any respect, with the exception of (i) Inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Proposals (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.

Payments: All payments made under this Proposal will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

Presentations: At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

Public Entity Crimes: Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for 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 a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply - Bidder attests that they have not been placed on the Convicted Vendor List.

Public Records: Proprietary/Confidential Information: In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that proposals are public record. Proposers should identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

Qualification: The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Bidder in order to make the final determination of acceptability of the Bidder to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

Scrutinized Companies Certification: In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.

Sub-Contractors: The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor

exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

Use of Contract by other Government Agencies: At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivision, counties, and cities.

Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

Vendor Debarment: By submitting a Bid, Proposal or Reply, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

Waiver of Formalities/Rejection of Bids: The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.

Withdrawal of Bid: Bids may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.

INTRODUCTION

Comprehensive Safety Action Plan; Columbia County, Florida Proposal for Transportation Consulting Services

Purpose: The purpose of the Columbia County Safe Streets and Roads for All Action Plan (‘Action Plan’) is to better understand the underlying and systemic causes of severe and fatal crashes, and address them through an equity-focused action plan – including prioritized projects, policies, and programs – and subsequent capital projects. The services requested by the County under this solicitation are for Columbia County Safe Streets and Roads for All (SS4A) Action Plan.

Project Understanding

1. The United States Department of Transportation (USDOT) published a Notice of Funding Opportunity (NOFO) in May 2022 for the Safe Streets and Roads for All (SS4A) discretionary grant program. The purpose of SS4A grants is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development.
2. Grant Timeline/Requirements

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	10 months after effective date of award
Planned Action Plan Completion Date:	12 months after effective date of award
Planned Action Plan Adoption Date:	14 months after effective date of award
Planned SS4A Final Report Date:	16 months after effective date of award

Task 1. Project Administration

Task 1.1 Project Kickoff Meeting with Columbia County (‘County’) Staff County staff will hold a kick-off meeting with the Consultant team to discuss communication, procedures, and Project expectations, including invoicing, quarterly reporting, and all other relevant Project information.

Task 1.2 General Project Administration

The Consultant will manage all aspects of the Project, including managing the consultant team and all work products, and ensuring adequate Project progress.

Task 1.3 Project Management

The Consultant will be responsible for maintaining a joint-access, web-based repository of Project- related documents, including schedules, meeting minutes, contact lists, resources, photos, and other key documents. In addition, the Consultant will be responsible for preparing and maintaining access to meeting minutes. Responsibilities include monthly invoicing and quarterly reporting.

Task	Deliverables
1.1	Agenda, meeting materials, and minutes
1.2	a. Project Management Document Repository b. Invoicing and Quarterly Reports

Task 2. Vision Zero Goal

Task 2.1 Vision Zero Goal

The consultant will conduct research on best practices in Vision Zero goal setting, and work with County staff and the Columbia County Board of County Commissioners to develop and adopt a goal. The goal will either include a target date to achieve zero serious injuries and fatalities or a series of target dates to achieve significant declines.

<u>Task</u>	<u>Deliverables</u>
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2.1	Draft and Final Vision Zero Goal (Ordinance, Resolution, etc.) for adoption by Columbia County Board of County Commissioners.
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Task 3. Task Force

Task 3.1 Organize and Develop Task Force

The consultant will work with the County staff to organize and develop a Task Force charged with the plan's development, implementation, and monitoring. The Task Force will comprise relevant staff from member municipalities (e.g., planners, engineers, first responders, communications staff), as well as community members.

Task 3.2 Task Force Meetings

The consultant will share information on various phases of the Project and solicit feedback as appropriate. It is anticipated that the Task Force will provide specific input on Tasks 4-10, meeting approximately six (6) times during the course of Action Plan development. Specific subtasks for which Task Force participation is expected are called out with asterisks (*) in this scope of work. For each meeting, the consultant will prepare materials, and develop and circulate agendas and minutes.

<u>Task</u>	<u>Deliverables</u>
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3.1	List of Task Force members, affiliation and contact information
3.2	Agendas, meeting materials, and minutes

Task 4. Equity Framework

Task 4.1 Draft Equity Framework

The consultant – with support from the client – will identify appropriate partners to collaboratively develop an Equity Framework. This scope of work integrates equity throughout the planning process. Task 4 (Equity Framework) will begin by defining equity, setting an equity-related goal, and providing an outline for the remainder of the framework, which will be further developed within subsequent tasks (5-9) as follows:

- Strategies for equitable engagement in Task 5 ('Community Engagement')
- Metrics to measure equity in Task 6 ('Crash Analysis')
- Addressing equity through policies and projects in Tasks 7 and 8 ('Policies, Guidelines & Standards' and 'Projects & Strategies')
- Measuring and reporting progress toward equity in Task 9 ('Evaluation & Reporting')

Task 4.2 Equity Framework Technical Memorandum

Consultant will produce draft and final technical memoranda on the development of the equity framework, with the final version submitted at the conclusion of Task 9.

<u>Task</u>	<u>Deliverables</u>
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4.1	Draft Equity Framework, including equity definition, goal, and outline for future development
4.2	Draft and Final Versions of the Equity Framework Tech Memo

Task 5. Community Engagement

Task 5.1 Community Engagement Framework*

The consultant will develop a Community Engagement Framework outlining their proposed approach to equitable engagement throughout the Project. The engagement strategy for this project will not only center equity – identifying and meaningfully engaging with historically disadvantaged members of the community – but will also involve harder-to-reach rural communities. The report will detail key outreach events, timelines, social and traditional media engagement opportunities, and language/translation needs, among other elements. Consultant will review and adhere to Columbia County’s policy regarding translation requirements.

Task 5.2 Project Webpage, Online Survey, and Social Media

A Project webpage, online survey, and social media presence will be instrumental in ensuring a transparent and collaborative Action Plan. The consultant will support County staff in developing the Project webpage, online survey, and social media content. The County will host the Project page, and will develop, refine, and post content with assistance from the consultant.

Task 5.3 Public Workshops

The Project will feature a hybrid of in-person public workshops and online participation at three phases over the life of the Project. Workshops will be advertised using the multimedia approach outlined in the Community Engagement Framework, focusing on engaging historically disadvantaged and geographically diverse community members, and will feature bilingual materials, if required. Consultant shall propose their preferred methodology, including such traditional methods like exhibits, boards, large-format prints, and comment cards. Web-based input shall utilize the previously mentioned web-based survey and mapping tool.

- The first phase will focus on systemic and geographic trends identified by crash analysis and will solicit community input regarding safety issues and concerns.
- The second round of outreach will present a series of draft recommendations – for Policies, Guidelines and Standards (Task 7) and Project and Strategy Development (Task 8) – for input.
- The third round of outreach will present the draft Action Plan and accept minor revisions to ensure the adoption of the Plan by the Client.

Task 5.4 Ongoing Community Events

The consultant will support County-led outreach at two major community events to increase awareness of the Action Plan, identify issues, and solicit feedback. Events will be determined by the Client, with consultant input, and may not require consultant attendance.

Task 5.5 Community Engagement Technical Memorandum

Consultant will produce draft and final technical memoranda outlining the development and results (input received) of the community engagement process.

Task Deliverables

- 5.1 Draft and Final Community Engagement Framework
- 5.2 Project webpage (including memorial map and list), web-map, flyer, and summary of comments received
- 5.3 Community workshop materials (including meeting notices and exhibits) and summary of comments received
- 5.4 Ongoing Community Events Summary (from comment cards, map annotations, etc.)
- 5.5 Draft and final tech memo summarizing all community engagement tasks

Task 6. Crash Analysis

Task 6.1 Data Collection and Development

The consultant will collect data for severe and fatal crashes occurring over the last 5 years in Columbia County, in incorporated and unincorporated areas. Specifically, they will retrieve GIS, tabular and crash report data from Signal4 Analytics. Fatality data will be verified by cross-referencing Florida Highway Patrol (FHP), Columbia County Sheriff's Office (CCSO) and Lake City Police Department (LCPD) data. Additionally, the consultant may edit other crash data as needed – to correct geolocation or other significant errors.

The consultant will use functionally classified road data, provided by the County, as well as transit, bicycle, and pedestrian facility datasets, for base mapping and analysis. Road data may be augmented with volume, speed and horizontal curvature data, pending availability. The consultant will acquire demographic data – specifically regarding disadvantaged communities – to support equity analysis (Task 6.2) and the Equity Framework (Task 4). This task may include additional data collection and development if required for chosen analysis methodologies (i.e., predictive crash analysis may require additional roadway characteristic and land use data).

Task 6.2 Develop Crash Analysis Methodologies*

The Consultant will propose methods to identify both geographic and systemic crash trends. The consultant will begin this task by reviewing the County's 2019 Local Road Safety Plan for information on the County's historic crash trends (2014-2018) and crash analysis approach, incorporating both as appropriate. Methods will likely include, but not be limited to, the following: development of a High Injury Network (HIN), Hot Spot Analysis, and identification of primary crash types – framed as a combination of transportation system and behavioral factors, and with a focus on potentially correctable crashes. This task will require detailed review of crash report narratives and diagrams, desktop analysis, and, in some instances, site visits. Crash analysis will also include a meta-analysis of crashes and inequity to better understand and mitigate the impact of traffic crashes on disadvantaged communities. Inequity analysis will either use a County-adopted equity metric (currently in draft) or similar, approved metric.

Task 6.3 Crash Analysis*

The consultant will process data, as needed, to perform the crash analyses described in Task 6.2 (e.g., build networks, aggregate street segments, etc.). They will perform the analyses and will summarize results – using maps, statistics, and charts – for client input and refinement. Finalized deliverables for this task will be the foundation for Task 6.4.

Task 6.4 Technical Memorandum

The consultant will produce draft and final technical memoranda, outlining data collection and development, crash analysis methodologies and results.

Task Deliverables

- 6.1 GIS Files of data collected
- 6.2 Documented methodologies
- 6.3 Draft and Final maps, stats, and charts

Task 7. Policies, Guidelines & Standards

Task 7.1 Review Existing Policies, Guidelines, and Standards

The consultant will analyze existing transportation policies, guidelines, and standards to assess their support of the County’s Vision Zero and equity goals. Plan review will be limited to pertinent sections of agency comprehensive plans and their mobility elements, as well as relevant MTPo plans.

Task 7.2 Recommend New and/or Revised Policies, Guidelines, and Standards*

The consultant will recommend new or revised policies, guidelines, and standards to better support the County’s Vision Zero and equity goals. Examples may address topics such as rural road edge treatments, speed setting practices, signal phasing, mid-block and marked, uncontrolled crossings, enforcement practices, prioritizing improvements in communities of concern, etc. For all recommendations, the consultant will propose specific implementation plans.

Task 7.3 Policies, Guidelines, and Standards Tech Memo

Draft and final technical memorandum, including an analysis of existing and recommended policies, guidelines, and standards.

Task Deliverables

- 7.3 Draft and final tech memo regarding policies, guidelines, and standards

Task 8. Projects & Strategies

Task 8.1 Identify Projects & Strategies*

The consultant will use insights gleaned from the crash analysis, and best practices in Safe Systems design, to identify geographic and systemic projects and strategies to advance the County’s Vision Zero and equity goals. Specific methods for identifying projects and strategies will be shared with the client for review and revision.

Location based projects will likely track with the County’s High Injury Network and/or intersection hot spots. Systemic improvements may include things like roadway geometric changes, signal phasing improvements, etc. For each project or strategy, the consultant will also develop (per mile and/or unit) cost estimates and identify any right-of-way acquisition requirements.

Task 8.2 Prioritization Methodology*

Consultant will work with the Client to develop a methodology for prioritizing projects and strategies identified. Anticipated inputs include, but are not limited to, projected safety impact, equity impact, and feasibility – all of which will be defined by the consultant within this task.

Task 8.3 Prioritize Projects and Strategies

The consultant will prioritize all projects and strategies according to method defined in Task 8.2, and may iterate as needed to address the safety and equity issues identified by the Action Plan. For all projects and strategies identified, the consultant will provide timeframes for implementation and potential funding sources.

Task 8.4 Projects and Strategies Technical Memorandum

The consultant will produce a technical memorandum – including relevant maps, process diagrams, and charts – to describe the identification and prioritization of Action Plan projects and strategies.

Task Deliverables

- 8.1 a. Draft and Final Methodology for identifying projects and strategies
b. Draft and Final Lists of projects and strategies (including feasibility factors)
- 8.2 Draft and Final Methodology for Prioritizing Projects and Strategies
- 8.3 Draft and Final Lists of Prioritized Projects and Strategies
- 8.4 Draft and Final Tech Memo regarding the processes for identifying and prioritizing projects and strategies

Task 9. Evaluation & Reporting

Task 9.1 Evaluation & Reporting Tech Memo*

The consultant will produce a technical memorandum providing a structure for the County’s evaluation and reporting processes for its Action Plan. At a minimum, this memo will specify that safety and equity outcome data be made publicly available (online) at specified time intervals (e.g., annually). As described in Task 4 (‘Community Engagement’), the Project webpage will ultimately serve as a permanent Vision Zero dashboard – including a dynamic map of severe and fatal crashes, crash trend summaries, policy/project/strategy implementation summaries, and an evaluation of progress made toward the County’s Vision Zero and equity goals – to be updated annually by County staff.

Task Deliverables

- 9.1 Draft and final tech memo regarding the Action Plan’s evaluation and reporting program

Task 10. Action Plan

Task 10.1 Presentations to relevant boards

Consultant shall assist Staff in preparing a presentation of the Action Plan to Columbia County Board of County Commissioners, and Boards of ‘Joint Applicants’ and other municipalities. The presentation shall include information on the plan’s background, development and next steps. The presentation will be designed to be projected and include other materials, as needed.

Task 10.2 SS4A Action Plan Document*

The consultant will produce an Action Plan document that serves as a compilation of all previously produced technical memoranda, as well as documentation regarding the Task Force and the adopted Vision Zero goal. In full, it will include the following sections:

- Executive Summary
- Vision Zero Goal
- Task Force
- Equity Framework
- Community Engagement
- Crash Analysis
- Policies, Guidelines, & Standards
- Projects & Strategies
- Evaluation & Reporting
- Documentation of Board Approvals/Adoptions

Task Deliverables

- 10.1 Presentations at relevant boards, including preparation, attendance, and documentation
- 10.2 Draft and final Action Plan Document

Task 11. Implementation Grant Assistance

Task 11.1 Identify Implementation Grant Projects and Strategies

Per the FHWA’s grant guidance, “Implementation Grant applications in nearby jurisdictions, but for different projects, are permitted. An applicant may include multiple activities under a single Implementation grant application and should not submit separate applications.”

Once the priority projects and strategies are identified in Task 8, the consultant will help identify top candidate(s) for an implementation grant, those with strong potential to positively impact safety and social equity, and which may be combined as a coordinated and coherent project. The deliverable for this task will be an Executive Summary of the proposed Implementation grant activities, including a project name, brief narrative, map(s) showing the location and extent of geographic and systemic improvements, planning level cost estimate, and project schedule.

Task 11.2 Implementation Grant Assistance

The consultant will help develop the following deliverables in support of an Implementation grant for ‘the project:’

- Benefit/Cost Analysis (BCA) and Write-up
- Detailed Cost Estimate
- Detailed Project Schedule
- Performance Measure Narratives on:
 - Racial Equity Impact
 - Climate Change and Environmental Justice Impacts
 - Labor and Work Force
 - Critical Infrastructure Security and Resilience

Task Deliverables

- 11.1 Executive Summary of Implementation Grant Project, as outlined above
- 11.2 Draft and final versions of BCA and BCA Narrative, cost estimate, schedule, and 'performance measure' narrative

REQUEST FOR QUALIFICATIONS NO. 2024-B
PROPOSAL FOR TRANSPORTATION CONSULTING SERVICES

Respondents are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFQ. Respondents are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Respondents. Failure to provide requested information will result in disqualification of response.

The RFQ response must be submitted on 8 1/2" x 11" bond paper, unbound, un-laminated, stapled (upper left corner), numbered, typewritten with headings, sections, and sub-sections identified appropriately. A minimum of 12-point font should be used throughout the proposal. Proposals are limited to a total of twenty-five (25) pages (exclusive of the cover page), plus any required forms. The printed page counts as one-page single sided, therefore a double sided printed page will be considered two pages.

Respondents will be allowed a maximum of two (2) pages not larger than 11" x 17" in size without any restrictions regarding font sizes or paper weight. Said maximum 11" x 17" pages are inclusive of the total twenty-five (25) pages and does not include required forms.

Submittal Sections

Competence

Workload

Inspection and Post Design

Professional Accomplishments

Approach and Work Plan

REQUEST FOR QUALIFICATIONS NO. 2024-B
PROPOSAL FOR TRANSPORTATION CONSULTING SERVICES

SELECTION CRITERIA

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all written responses received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to other responses received and awarded a score of 1 through the maximum points. Respondents are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

Unless there is a clear statement that the Firm is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime with whom the County would contract, and all other firms shown as team members would be sub consultants.

Competence: Including technical education, licensure and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons and, where applicable, the relationship of construction cost estimates by the person to actual costs on previous projects. (10 points maximum)

Provide written documentation which demonstrates that the Consultant is licensed under Florida Statutes to perform the professional services sought in this RFQ.

Provide a photocopy of a current license issued by the State of Florida Department of Professional Regulation, or other written documentation which authorizes the Consultant in accordance with Florida Statutes to perform the services required by this RFQ.

Provide number and size of staff, and names and resumes of those individuals to be assigned to these services. Discuss overall experience of staff as it relates to the services being sought.

Provide the name and office locations of any sub consultants proposed to be used on these services and the estimated percentage of the work, which will be done by each such sub-consultant. Evaluation of competency criterion will include a consideration of any proposed sub- consultants.

Provide description of Consultant's equipment and facilities, which will be used to perform these services.

Provide a detailed description of comparable projects, not to exceed three (3) contracts, similar in scope of services to those requested herein, which the prime firm or its principals is either performing or has completed within the past ten (10) years. Describe the prime firm's

qualifications and experience in the management of comparable projects in size and scope. The specific role of the firm in any project, which is referred to with regard to the firm's experience, shall be described in detail. This information must include client name, address, telephone, contact person, description of work, contract period, a statement as to whether the firm was the prime consultant or sub consultant, and the result of the project. Provide any other documentation, which the Consultant believes to document their competency to perform the requested services.

Workload: Recent, Current and Projected. (10 points maximum score)

Provide number and size of projects currently being performed in the Consultant's office, Personnel assigned thereto and stage of completion of such projects, status of each project relative to completion schedules, reasons for any delayed projects, and projected personnel availability. Discuss ability of Firm to execute multiple concurrent projects and contracts given its current workload.

Ability to observe and advise whether plans and specifications are being complied with, where applicable: (25 points maximum score)

Describe ability and experience of Consultant and assigned personnel in observing and monitoring construction projects, ensuring that construction is proceeding in accordance with the plans and specifications, and other construction phase services. Evaluation of this criterion will also consider the Consultant's ability to interpret specifications as evidenced by the preparation of a response to this RFQ.

Professional Accomplishments: Past and present record of professional accomplishments and past record of performance for using Agencies. (25 points maximum score)

Provide list of completed projects similar in scope to the projects under consideration, previously performed by Consultant, and references to include owner's contact person and telephone number. Describe any outstanding accomplishments of the Consultant that relates to the specific services being sought. Submit any letters of commendation or awards won which reflect on the performance and accomplishments of the Consultant.

Approach and Work plan: Ability to construct an approach and work plan to meet the project requirements. (30 points maximum score).

Include a narrative to show the proposer has an understanding of the scope and objectives to be performed. The proposer should describe the approach to the services as required and the specific work plan to be employed to complete the work.

Describe the approach to organization, management, and the responsibilities of the management staff and personnel that will perform the work on the project.

Failure to provide complete and accurate information will result in lower score on evaluation.

SUMMARY OF POINTS:

Competence	10 pts
Workload	10 pts
Ability/Experience	25 pts
Past Record	25 pts
Work plan	<u>30 pts</u>
TOTAL	100 pts

REQUEST FOR QUALIFICATIONS NO. 2024-B
PROPOSAL FOR TRANSPORTATION CONSULTING SERVICES

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS, PRIMARY COVERED TRANSACTIONS

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature _____

Title _____

Contractor/Firm _____

Address _____

City, State, Zip Code _____

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

SCRUTINIZED COMPANIES CERTIFICATION

Respondent Vendor Name: _____		
Vendor FEIN: _____		
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	Zip: _____
Phone Number: _____		
Email Address: _____		

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for products or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified by: _____
AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

Dated this _____ day of _____

Name of Organization: _____

Signed by: _____

Print Name: _____

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

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

(stamp)

NOTARY PUBLIC, State of _____

Public Entity Crimes Statement

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

1. This sworn statement is submitted with Proposal, ITN, or Contract Number
2. This sworn statement is submitted by _____
[Name of entity submitting sworn statement]
whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
4. I understand that a "public entity crime" as defined in section 287. 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

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

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

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

___ The entity. submitting this sworn statement, or one or more of. the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

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

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

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

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

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

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

(stamp)

NOTARY PUBLIC, State of _____

Drug-Free Workplace Certification

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

In order to have a drug-free workplace program, a business shall:

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

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF

County OF -----

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

(stamp) NOTARY PUBLIC, State of _____

Conflict of Interest Statement

STATE OF _____

County OF _____

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

I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____. Said entity is
submitting this proposal/offer to

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

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

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

(stamp).

NOTARY PUBLIC, State of _____

W9 Form

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20__ by and between **Columbia County**, (hereinafter the "COUNTY"), whose address is P.O. Box 1529 Lake City, Fl. 32056, and _____ (hereinafter the "CONTRACTOR"), whose address is _____.

WHEREAS, the COUNTY desires to engage the CONTRACTOR to perform certain services for _____ (hereinafter the "Project") under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, the COUNTY and the CONTRACTOR agree as follows:

1. Standard of Care – CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform in a professional manner.

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards as defined above.

2. Scope of Agreement. The CONTRACTOR'S relationship to the COUNTY shall be that of independent contractor, at all times this relationship shall be governed by and in strict compliance with the terms of this Agreement for Professional Services and the scope of services included in Exhibit A.

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

The CONTRACTOR hereby represents and warrant that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

In performance of the Services, CONTRACTOR will comply with applicable and non-conflicting regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards. If any discrepancy or inconsistency should be discovered between the specifications established for the Services and any law, regulation, ordinance, order or decree applicable to the Services, CONTRACTOR will immediately report such discrepancy or inconsistency to the COUNTY and will conform its work to any orders or instructions issued by the COUNTY.

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

3. Term. This Agreement is effective on the day the last Party signs it (“effective date”) and continues for a period of 3 years from the effective date, or until this Agreement is earlier terminated as provided herein. In connection with the operation of this Agreement, COUNTY reserves the right to extend the term with written agreement by COUNTY and CONTRACTOR.
4. Compensation.
 - a. Compensation for the services rendered is included in Exhibit A.
 - b. Anything to the contrary notwithstanding, no services undertaken by the CONTRACTOR or expenses incurred by the CONTRACTOR exceeding the identified fees and expenses have been approved in writing by the COUNTY in advance.
5. Additional Services. The CONTRACTOR shall provide services in addition to those described in task work orders only upon written request of the COUNTY. CONTRACTOR shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such services are authorized.
6. Invoices. Invoices will be submitted by the CONTRACTOR upon completion of the work described in task work orders. Invoices shall be submitted to Board of County

Commissioners, P.O. Box 1529, Lake City, FL 32056. Each invoice shall be due and payable in accordance with the Florida Prompt Payment Act.

7. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The terminating party's written notice shall specify the nature of the substantial failure and allow the non-terminating party seven (7) days to cure the failure. In the event of any termination the CONTRACTOR will be paid as hereinafter provided for all authorized services rendered to the date of such termination. The amount payable to the CONTRACTOR in the event of termination will be a pro rata amount of such fee, determined on the basis of the relationship of the amount and value of the work performed prior to the CONTRACTOR'S receipt of notice of termination. Neither Contractor, nor its subconsultants shall be responsible for errors or omissions in documents which are incomplete as the result of an early termination under this Agreement.
8. Insurance. The CONTRACTOR shall maintain the following insurance coverage:

- General Liability, Each Occurrence:	\$1,000,000
- Aggregate:	\$2,000,000
- Automobile Liability, combined single limit:	\$1,000,000
- Umbrella Liability, Each Occurrence:	\$4,000,000
- Aggregate:	\$4,000,000
- Workers' Compensation:	\$1,000,000
- Professional Liability, Per Claim:	\$2,000,000
- Annual Aggregate:	\$2,000,000
-	

This insurance coverage shall be evidenced by (1) delivery to the COUNTY of a Certificate of Insurance executed by the insurers and listing coverages and limits, expiration dates, and terms of policies and all endorsements, whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirement shall remain in effect throughout the term of the Agreement.

Each insurance policy shall include the following conditions by endorsements to the policy:

- a. Except for workers' compensation as required by law and comprehensive automobile and truck liability insurance, each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any reduction in coverages or limits, a notice thereof shall be given to the COUNTY by mail. CONTRACTOR shall also notify COUNTY, in like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellations, non-renewal, or material changes in coverage received by said CONTRACTOR from its insurer; and noting contained herein shall absolve

CONTRACTOR of this requirement to provide notice.

- b. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONTRACTOR.
- c. COUNTY shall be included as an Additional Insured on all policies with the exception of the Workers' Compensation and Professional Liability policies.

9. Indemnification

- a. Hold Harmless. The CONTRACTOR shall indemnify and hold COUNTY, its officers, and employees, harmless from and against (1) personal injury, bodily injury (including death) or property damages (including destruction) received, or (2) losses, penalties, damages, professional fees, including reasonable attorney fees and all cost of litigation and judgements to the extent caused by any willful misconduct or any negligent act, error or omission of the CONTRACTOR, or its employees arising directly out of the performance of this Agreement or work performed hereunder, including any claims brought against the COUNTY, its officers and employees. Compliance with the insurance requirements in Section 10, Insurance, shall not relieve the CONTRACTOR of his liability and obligations under any other portion of this

Agreement. This section shall not apply to CONTRACTOR when losses, penalties, damages, professional fees, including attorney's fees and all costs of litigation and judgements arising out of the performance of this contract are caused by negligence of the COUNTY.

- b. Completeness and Accuracy of Deliverables. The CONTRACTOR shall be responsible for the completeness and accuracy of its services, deliverables, plans, supporting data, computer programs and data files and other documents and information prepared or compiled under its direction and control, and shall correct at its expense any services that do not meet the Standard of Care which may be disclosed. The time, effort, and cost of the work necessary to correct those services that do not meet the Standard of Care shall be borne by the CONTRACTOR. The fact that the COUNTY has accepted or approved the CONTRACTOR'S services shall in no way relieve the CONTRACTOR of any of its responsibilities. This provision shall not apply to any Services that do not meet the Standard of Care due to the use by CONTRACTOR of maps, official records, contracts, or other data that may be provided by the COUNTY or public or semi-public agencies which the CONTRACTOR should reasonably expect to be accurate and which the CONTRACTOR could not reasonably be expected to know to be inaccurate.
- c. Claims Against the COUNTY. The CONTRACTOR agrees that no charges or claim for damages shall be made by it for unreasonable delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an

extension of time for a reasonable period for the CONTRACTOR to complete the services. Such an agreement shall be made in writing between the parties.

10. Ownership of Documents. All documents including, but not limited to, computer files and the performance of this agreement, are to be instruments of service and copies delivered to the COUNTY before the final payment is made to the Contractor.

11. Non-discrimination.

a. The CONTRACTOR agrees that he will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State Laws regarding non-discrimination. Any violation of such provisions shall constitute a material breach of this Agreement.

b. Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility verification requirements.

CONTRACTORS are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify employment eligibility of their newly hired employees assigned to the contract at the time of enrollment in E-Verify. Additionally, CONTRACTORS shall flow down the requirement to use E-Verify to their subcontracted vendors.

CONTRACTOR acknowledges and shall be fully responsible for complying with the provisions and regulations relating thereto, as either may be amended. Failure to comply with the laws referenced herein shall constitute a breach of agreement and the COUNTY and/or CONTRACTOR shall have the discretion to unilaterally terminate said agreement immediately.

12. Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated by one party to this Agreement against the other, the prevailing party shall be reimbursed by the other party its reasonable attorneys' fees and costs.

13. Controlling Laws. This Agreement is to be governed by the laws of the State of Florida, and venue shall rest solely in Columbia County, Florida.

14. Hazardous Substances. It is understood and agreed that in seeking the professional services of the CONTRACTOR in this Agreement, the COUNTY does not request the CONTRACTOR to undertake uninsurable obligations involving or related in any manner to

hazardous substances.

15. Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

16. Merger Amendment. This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both the COUNTY and the CONTRACTOR.

17. Non-assignability. Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

18. Severability. Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof.

19. Public Records. CONTRACTOR shall be required to cooperate with the COUNTY relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

- a. Keep and maintain public records required by the COUNTY in order to perform the Services.
- b. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter it the CONTRACTOR does not transfer all records to the COUNTY.
- d. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.
- e. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat

that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10 Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: BCCADMIN@COLUMBIACOUNTYFLA.COM .

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this instrument to be signed by their respective duly authorized officers, all on the day and year first above written.

COUNTY - BOARD OF COUNTY COMMISSIONERS

By: _____
Ron Williams, Chairman

Date: _____

ATTEST: _____
Clerk of Court

Date: _____

CONTRACTOR

By: _____

Date: _____

Print/Type Name & Title

Witness

Date: _____

FORM APPROVED BY: _____
County Attorney