

**COLUMBIA COUNTY, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ-2015-H**

**Communication Network Enhancements and  
Upgrades Project**

**RFQ OPENING: August 11, 2015, 11:00 a.m.  
BOARD OF COUNTY COMMISSIONERS  
CONFERENCE ROOM  
135 N.E. HERNANDO AVENUE  
LAKE CITY, FLORIDA 32055**

July 17,2015

**Columbia County, Florida  
Purchasing Department  
General Instructions to Bidders**

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:

- A. The ability, capacity and skill of bidder to perform required service.
- B. Whether the bidder can perform service promptly or within specified time.
- C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
- D. The performance of previous contracts with Columbia County.
- E. The suitability of equipment or material for county use.
- F. The ability of bidder to provide future maintenance.

2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.

3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.

4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.

5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.

6. A bidders list is available at the Purchasing Office.

7. Quote all prices F.O.B. our warehouse or as specified in bid documents.

8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.

9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.

10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.

11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.

12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.

13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.

14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.

15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).

16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.

17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.

18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.

19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.

20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.

21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.

22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.

23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.

24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.

25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.

26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.

27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.

28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.

29. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.

30. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.

31. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.

32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his designee of the excess due.

33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.

34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; other wise, the bidder waives any such complaint.

35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.

36. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.

37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.

38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.

39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

A. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

B. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.

COLUMBIA COUNTY, FLORIDA  
REQUEST FOR QUALIFICATIONS  
RFQ 2015-H  
ENGINEERING CONSULTING SERVICES ON  
**Communication Network Enhancements and Upgrades Project**

The County is seeking proposals from qualified firms to provide consulting services to the County.

The County will receive sealed proposals until 11:00 a.m. (local), August 11, 2015, in the Board of County Commissioners Conference Room, 135 N.E. Hernando Avenue, Florida, 32055. E-mailed or faxed proposals will not be acceptable.

**Introduction**

Columbia County is situated in north central of Florida where Interstate 10 and 75 intersect and covers an area of approximately 800 square miles. The County currently has seven communications towers. One tower is located at the 911/Emergency Operations Center. All communications are transmitted from the EOC tower to a tower that is centrally located near the Detention Facility. The Detention Facility tower serves as the primary communications tower for all public safety. All radio traffic runs through this tower and the signals are then transmitted to the other five (5) remote towers. Each of the five (5) remote towers transmit back to the Detention Facility Tower which then routes to the 911 dispatch center. During a recent field survey and noise measurement study, multiple maintenance and optimization issues were noted throughout the entire communication system. These deficiencies need to be addressed as the County moves forward in its overall communication enhancements. The enhancements should proceed in four phases:

Phase 1A:

1. Comprehensive analysis and optimization of the existing VHF system and procurement support for the required new Greenfield communications sites

Phase 1B:

1. Upgrade the existing VHF system to 4-site TX/RX sites and 5 RX only sites
2. Construction of 3 new Greenfield communications sites
3. Implement three new 5 channel receive only sites

Phase 2:

1. Upgrade the existing VHF system to 4-site TX/RX sites and 6 RX only sites
2. Construction of 2 new Greenfield communications sites
3. Implement one new and relocate one 5 channel receive only site

Phase 3:

1. Upgrade the existing VHF system to 4-site TX/RX sites and 8 RX only sites
2. Construction of 2 new Greenfield communications sites
3. Implement two new 5 channel receive only sites

The County seeks the services of a professional engineering firm to provide consulting services during this process. This firm will provide professional guidance to the County including recommendations on the repair or replacement of the towers and associated assemblages. The selected firm will be prohibited from bidding on the ensuing project and any equipment needs of the project. They will provide the project management function for all phases of the subsequent project. In addition, the County is considering transitioning from VHF system to 700/800MHz P25 compliant network. The consultant will provide advice and guidance on our future communications needs. The County intends to issue a contract to a single firm to provide the following services:

## 1. Scope Of Services

Note: The County will appoint its own Project Manager to be a liaison with the Consultant, and to assist the Consultant in collecting data and project completion.

A. The Consultant will determine, with the assistance of the County, the current condition of the communications network and 1) if it can be repaired or 2) if the repairs are necessary to move forward.

B. The Consultant will advise the County on the requirements for the communications towers and network to support existing VHF communications equipment as well as the potential future needs of the County including 700/800 MHz and/or cellular equipment and lease space.

C. The Consultant will advise the County of the repair and/or enhancements of the existing towers, network or erecting of a new tower in compliance with FAA Circulars. 47 CFR §§ 17.21-17.58 and FCC Title 47.

D. The Consultant will advise the County on potential new tower locations and using County-owned towers sites.

E. The Consultant will advise the County on renovation existing County facilities as required to support the new communications System.

F. New Tower Sites

The Consultant will advise the County on construction of Greenfield sites from clearing any brush, trees, or any other obstructions to constructing and erecting towers.

- Procurement
- System Implementation
- Project Schedule
- Project Communications Plan
- Quality Assurance Plan
- Transition and Cutover Plan

## 2. Management & Personnel

1) Profile of the Firm – State whether your firm is local, national, or international. Also include the following for the office this work would originate from:

- a. Age and size of the Firm and local office

- b. Location of the office, where the work on this engagement is to be performed
  - c. Number and nature of the professional staff to be assigned to this project on a full-time basis (resumés will suffice)
  - d. Number and nature of staff to be assigned to this project on a part-time basis (resumés will suffice)
- 2) Identify the supervisory and management staff who will be assigned to the engagement and indicate whether each holds and licenses applicable to the proposed project. Provide resumés for each person that will be assigned to this engagement as well as provide any substantiated complaints against the firm in the last 3 years and any outstanding litigation.
  - 3) Contractor must have at least one (1) member of the project team that is Registered Professional Engineer (PE) in the State of Florida and his/her licenses must be current.
  - 4) Contractor must have at least one (1) member of the project team that is a certified Project Management Professional (PMP).
  - 5) Contractor must have at least at a minimum of 5 years verifiable experience with similar projects
  - 6) Contractor must have previous experience with both sole-source and competitive procurements for system replacement or upgrades
  - 7) Contractor must have experience with TDM, MPLS, and IP based microwave systems
  - 8) Contractor must have knowledge of procurement, implementation, testing and experience with standards-based P25 Phase 1 and Phase 2 systems
  - 9) Contractor must have previous experience with communications site development including tower construction, communications equipment building, and backup power systems
  - 10) Contractor will provide at least three (3) client references for which you have provided similar services and example deliverables (if allowed), along with contact information.
  - 11) ADA Compliance And Drug Free Workplace - Contractor will be required to comply with all applicable requirements of the Americans with Disabilities Act at all times. Contractor will also be required to provide certification of a Drug Free Workplace Program.
  - 12) Silence Of Specifications - The apparent silence of the foregoing specifications as to any detail, or omission from it as a detailed description, concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that

only equipment and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

**3. Fee & Costs**

Contractor shall itemize all fees to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

**4. Required Submittal**

**Submission/Format Requirements**

Submit one (1) original unbound and one (1) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, interested parties must submit one (1) original copy of the Proposal on a CD-ROM (or electronic media approved by the County) in printable Adobe or Microsoft Word format (or other format approved by the County). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

**Information to be included in the proposal:** In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below:

**Title page:**

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

**Table of Contents:**

Include a clear identification of the material by section and by page.

**Letter of Transmittal:**

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

**All other information requested herein:**

Respond to all areas in sections titled "Fee & Costs", "Management & Personnel".

**County Forms:**

The RFQ Proposal Signature Page must be completed, signed and returned. Return all RFQ pages, initialed where indicated.

**5. Hold Harmless and Indemnification**

Proposer covenants and agrees that it will indemnify and hold harmless the County and the County's provider, if applicable, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, action, or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the County or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the County or the County's contracted provider, if applicable, or any of their officers, agents or employees.

**6. Insurance**

The certification or proof of insurance must contain a provision for notification to the County, and the County's contracted law enforcement provider, *if applicable*, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the County the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

Liability 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.

**1) 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.

**2) 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.

**3) 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.

**4) 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.

**5) 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.

**6) Professional Liability**

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

**7. Retention of Records and Right to Access**

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the County's Internal Auditor. Recommendation for changes, additions, or deletions by the County's Internal Auditor must be complied with by the selected firm. The County's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

**8. Communications**

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any County employee. Only those communications, which are in writing from the County, may be considered as a duly authorized expression on behalf of the County. In addition, only communications from firms that are signed and in writing will be recognized by the County as duly authorized expressions on behalf of firms.

**9. No Discrimination**

There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

**10. Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the County. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

**11. Staff Assignment**

Columbia County reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

**12. Contract Terms**

The contract shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFQ document, together with the successful Proposer's proposal. Contract shall be prepared by the Columbia County Attorney.

If the County defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the County for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**13. Waiver**

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the

parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

**14. Survivorship Rights**

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

**15. Termination**

The contract may be terminated by the County without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

**16. Manner of Performance**

Proposer agrees to perform its duties and obligations under this contract in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under this contract shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the County with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of contract.

**17. Questions and Communication**

All questions regarding the RFQ are to be submitted in writing to the Purchasing Office, 135 N.E. Hernando Avenue, Lake City, Florida 32055, or email, ray\_hill@columbiacountyfla.com. All questions must include the inquiring firm's name, address, telephone number and RFQ name and number. Questions must be received at least seven (7) calendar days before the scheduled RFQ opening. Oral and other

interpretations or clarifications will be without legal effect. Questions and answers will be distributed to all firms known to have obtained the solicitation document from the County.

**18. Addenda**

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Bid solicitation the County will post the addenda on the County Purchasing Website and attempt to notify all known prospective Proposers. However, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the County Purchasing Office at (386) 758-2028 to determine if addenda were issued and to make such addenda a part of their proposal.

**19. Acceptance Period**

Proposals submitted in response to this RFQ must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

**20. RFQ Conditions and Provisions**

The completed and signed proposal (together with all required attachments) must be returned to County on or before the time and date stated herein. All proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFQ as stated or implied herein. All proposals and supporting materials submitted will become the property of the County.

Any alteration, erasure, or interlineations by the proposer in this RFQ shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All proposers are required to provide all information requested in this RFQ. Failure to do so may result in disqualification of the proposal.

The County reserves the right to postpone or cancel this RFQ, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the County to do so.

The County reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the County to do so.

The County shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

**21. Selection/Evaluation Process**

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the Board of County Commissioners and, upon Board approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

<b><u>Criteria</u></b>	<b><u>Point Range</u></b>
<b>1. Experience and Expertise</b>	0-30
<ul style="list-style-type: none"><li>• Previous related work experience and qualifications in the subject area of personnel assigned.</li><li>• Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.</li></ul>	
<b>2. References</b>	0-30
<ul style="list-style-type: none"><li>• History and performance of firm/project team on <i>similar projects</i>.</li><li>• References and recommendations from previous clients.</li></ul>	
<b>3. Resources and Methodology</b>	0-40
<ul style="list-style-type: none"><li>• Adequacy of amount of quality resources assigned to the project.</li><li>• Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.</li><li>• Financial resources.</li></ul>	
<b>4. Local Preference</b>	5
<b>Total</b>	<b>0-100</b>

The Committee has the option to use the above criteria for the initial ranking to short-list proposers and to use an ordinal ranking system to score short-listed proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the County may invite proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the County shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the Board of County Commissioners (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFQ, the list will contain the ranking of all responses.

The Board of County Commissioners has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the Board of County Commissioners.

## **22. Standard Provisions**

### **a. Governing Law**

Interested vendors will agree that agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be in Columbia County, Florida.

### **b. Conflict Of Interest**

For purposes of determining any possible conflict of interest, each Proposer must disclose if any County employee is also an owner, corporate officer, or an employee of the firm. If any County employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Columbia County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

### **c. Drug Free Workplace**

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

### **d. Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the County from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the County from any cost, expense, royalty or damage which the County may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFQ. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 135 N.E. Hernando Avenue, Lake City, Florida 32055.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the County in writing.

j. Variances

While the County allows Contractors to take variances to the RFQ terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to Columbia County, Accounts Payable, 135 N.E. Hernando Avenue, Lake City, Florida, 32055. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

**PROPOSAL SIGNATURE PAGE**  
**RFQ 2015-H**

To: Columbia County, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFQ. I have read the RFQ and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the County and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Company (Legal Registered) \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

Variations: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variations contained on other pages of RFQ, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFQ.

Variations: \_\_\_\_\_

**ATTACHMENT 1  
REFERENCE FORM**

**Respondent's Name:** \_\_\_\_\_  
 Vendors are required to submit with their response three (3) references, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The BOCC reserves the right to contact any and all references in the course of this solicitation and make a responsibility determination, not subject to review or challenge.

<b>FORMER CLIENTS-Provide Three (3)</b>	
<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

<b>Company Name:</b>	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**ATTACHMENT 2**

**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 Columbia County Board of County Commissioners

By

\_\_\_\_\_  
[print individual's name and title]

for

\_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is .

\_\_\_\_\_  
individual signing this sworn statement) (If the entity has no FEIN, include the Social Security Number of the statement).

2. I understand that a "public entity crime" as defined in Paragraph 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 or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or 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 an "affiliate" as defined in Paragraph 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 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 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 or applies 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. 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 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, shareholders, employees, members, or agents who are active in 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 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 a Hearing Officer 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 contractor 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 THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN 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 \_\_\_\_\_, 2015.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
NOTARY PUBLIC

Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed, or stamped commissioned name of Notary Public)

**ATTACHMENT 3**

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**ATTACHMENT 4**

**NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Columbia County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

\_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc.)

a , \_\_\_\_\_ formed under the laws of

\_\_\_\_\_  
(Type of Business) (State or Province)

of which he is . \_\_\_\_\_  
(Sole partner, President, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Columbia County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
AFFIANT'S NAME

\_\_\_\_\_  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

**ATTACHMENT 5**

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

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment 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;
  - c) 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
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) 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.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

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Title

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Contractor/Firm

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Address

**ATTACHMENT 6**

**DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. 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 \_\_\_\_\_

**ATTACHMENT 7  
DISCLOSURE STATEMENT  
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Columbia County Board of County Commissioners. 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 the Board, 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 the Board in Connection with this procurement.

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

_____	_____
_____	_____

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

