

**COLUMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

**BID NO. 2026-C  
RESIDENTIAL, COMMERCIAL, AND INDUSTRIAL  
SOLID WASTE SERVICES**

The Board of County Commissioners (County) will receive sealed bids in the office of the Commissioners, 135 NE Hernando Ave., Room 203, Lake City, FL 32055, until **2:00 PM** local time on **January 16, 2026** for the following:

**Residential, Commercial, and Industrial Solid Waste 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: <http://www.columbiacountyfla.com/PurchasingBids.asp>

A responsive bidder shall furnish the County with a 5% bid bond with submittal. The successful bidder will be required to furnish a performance bond and proof of required insurances prior to commencing work.

Submissions will be publicly opened in the Commissioner's Office at **2:00 PM** local time on **JANUARY 16, 2026**, or as soon thereafter as practical. Proposers are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Late bids will not be accepted. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be received via email to Erica Jones at [ejones@columbiacountyfla.com](mailto:ejones@columbiacountyfla.com) no later than **JANUARY 9, 2026**, at **2:00 PM** local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Only one bid set will be furnished with each individual or company interested in bidding. The complete bid set is to be submitted in a sealed envelope. Bidders shall indicate Bid Number, Project Title, and the name and address of the firm submitting the bid on the outside of the envelope.

Columbia County Commissioners reserves the right to reject any or all bids and to add to the contract or delete from the contract to stay within their funding capabilities.

**All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.**

## **SECTION I. GENERAL INSTRUCTIONS**

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 determined character, integrity, reputation, judgment, experience and efficiency of bidder.
  - D. The performance of previous contracts with Columbia County or entities similar to 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 thirty (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. Where applicable, the provided unit price will prevail in case of discrepancies or other 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 Officer 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. The County shall not be liable for any bid opened prematurely if that bid was not sealed in a properly marked envelope.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or accepted if determined to be in the counties best interest.
11. Bids received late will not be accepted. It is the bidder's sole responsibility to ensure proposals are timely delivered and received before the deadline.
12. Telephone and facsimile bids will not be accepted under any circumstances. Should a timely delivered bid be misplaced by the County but later found before ranking occurs, the

bid will be considered. A bidder may request a receipt showing the day and time a bid envelope is delivered to the appropriate office of the County.

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 with a project budget exceeding \$40,000.
14. Upon request of the Purchasing Office or County Manager, a bidder must provide proof that the bidder has the requisite organization, capital, plant, stock, ability, and experience to perform the contract contemplated by the Request for Proposals/Qualifications or Invitation to Bid.
15. Any alterations, erasures, additions, or omissions 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 quotations or specifications and the right to waive minor discrepancies as to all bidders equally, when such rejection or waiver is deemed to be in the best interest of the County. For unit priced items, the County may elect to purchase part, all, or none of the materials, supplies, or equipment specified in a bid.
30. The bidder or the bidder's authorized representative or agent must sign the bid in the space provided. Unsigned bids will be rejected. Signature must be "wet" signatures in ink. Typewritten or printed signatures will not be accepted.
31. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids.
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/her designee shall have the power to notify the 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 Officer, he shall have the power to take whatever action necessary to complete the work or delivery and the expense shall be deducted from any paid by the County out of such monies as may become due to the said contractor. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her 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; otherwise, 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 \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification.
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.

40. Contractor shall register on line at <https://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.

## SECTION II. DEFINITIONS

1. Bulk Yard Debris: large tree pieces, limbs, shrubs, leaf piles, placed beside the road that are not part of yard trash or regular pickup.
2. Class I Waste: solid waste that is not hazardous waste, and that is not prohibited from disposal in a lined landfill under Rule 62-701.300, F.A.C.
3. Class III Waste: yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment.
4. Commercial Solid Waste: all types of solid waste generated by stores, offices, restaurants, warehouses, hotels, motels, and other nonmanufacturing activities, excluding household waste and industrial solid waste.
5. Construction and Demolition Debris (C&D): discarded materials generally considered to be not water soluble and nonhazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.
6. Industrial Solid Waste: solid waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.
7. Residential Waste: any solid waste, including garbage, and trash, derived from households, including single and multiple residences.
8. Solid Waste: includes bulk yard debris, commercial solid waste, (C&D), industrial solid waste, residential waste, yard trash, and white goods. This excludes waste that is sludge not

regulated under the federal Clean Water Act or Clean Air Act, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Materials not regulated as solid waste pursuant to this chapter are: recovered materials; nuclear source or byproduct materials regulated under Chapter 404, F.S., or under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; and fluids or wastes associated with natural gas or crude oil exploration or production.

9. Yard Trash: vegetative matter resulting from landscaping maintenance or land clearing operations and includes materials such as tree and shrub trimmings, grass clippings, palm fronds, trees and tree stumps, and associated rocks and soils.
10. White Goods: inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

### **SECTION III. INTRODUCTION**

The County is requesting bids for the collection of residential waste, yard trash, bulk yard debris, commercial solid waste, and industrial solid waste.

The purpose of this solicitation is to invite sealed bids to provide the services below from a single contractor to the Columbia County Board of Commissioners at the most favorable cost consistent with efficient operations. It is anticipated that the successful bidder will begin service on October 1, 2026 for:

- Collection of Residential Waste;
- Collection of Commercial Solid Waste;
- Collection of Industrial Solid Waste;
- Yard Trash;
- Bulk Yard Debris

Bids must be made in accordance with this solicitation. Copies of the Bid Forms are attached hereto.

The County is requesting submissions on two (2) bid options.

1. Residential Solid Waste, Commercial Solid Waste, Industrial Solid Waste Permanent Roll-Off Containers, and Construction and Demolition Waste Temporary Roll-Off Containers
2. Residential Solid Waste and Commercial Solid Waste ONLY

### **SECTION IV. FUEL SURCHARGE/REBATE**

Pricing for the solicitation is per ton or per load whichever is most advantageous to the County and is inclusive and based on current fuel prices. There is no additional fuel surcharge or rebate at this time. In the event there is a substantial change in the cost of diesel fuel, a fuel

surcharge/rebate may be negotiated. A substantial change is defined as a 25% or more increase or decrease in diesel fuel costs over four (4) consecutive weeks.

The benchmark will be cost of fuel on the date of execution of the agreement from the website AAA Gas Prices ([gasprices.aaa.com](http://gasprices.aaa.com)) for the Jacksonville area.

#### **SECTION IV. SCOPE OF WORK**

##### **Residential Waste, Yard Trash, Bulk Yard Debris**

Bids should include a cost for residential once a week curbside collection of solid waste and yard waste, bagged or bundled not to exceed forty pounds (40lbs), and two (2) free white good pickups per year per residence. The service shall be provided on all passable public county roads and authorized privately maintained roads. All containers will be returned to an upright position with lids secured.

The County would like to receive Bids for the following options: second weekly pickup, contractor provided ninety (90) gallon cart system to each residence, yard trash services as a separate pickup, backdoor pickup to include any senior citizen discounts, and bulk yard debris pickup. Options are system-wide with the exceptions of second day pickup and bulk yard debris.

1. The County does not accept single stream recycling.
2. Currently, there are eight (8) backdoor pickups throughout the County.
3. Bulk yard debris have weight and size limitations. Weight limit is forty pounds (40lbs) per bag; tree limb length is no longer than four feet (4ft) and four inches (4in) in diameter in up to forty pound (40lb) bundles.

Contractor shall be responsible for billing non-system wide items. Residential collection can occur on any day of the week, Monday thru Friday as long it is the same day each week. The County estimates that it has approximately 22,930 residential units producing approximately 2,001 tons of waste per month. This tonnage includes yard trash collected during regular residential waste collection pickups. Routes shall be established and in place within six (6) months of operation. Residents shall be notified two (2) weeks in advance to any substantial changes to routes after the initial six (6) months.

##### **Residential Solid Waste Disposal**

As a material consideration for the County entering into this Agreement, it is agreed all solid waste shall be hauled to and disposed of at a place or places to be provided by the County. Disposal of residential solid waste at the provided location(s) is at the expense of the Contractor excluding tipping fees. Verification of source of load and weight ticket shall be required by the County on a quarterly basis. Any solid waste hauled to the disposal site by the Contractor that is not generated in the County and not covered under the terms of this Agreement will be subject to the following penalties:

1. It shall be a violation and breach of contract if any refuse is disposed of in the Winfield Solid Waste Facility that was not collected in the normal course of providing residential service provided for in this Scope, or either residential or commercial service in other contracts with

Columbia County.

2. The penalty to be assessed for the first violation will be \$1,000; for the second violation, \$5,000; and for the third violation, loss of Contract.

### **Semi Annual Cleanup Service**

The Contractor shall provide Semi-Annual Cleanup Service during the Spring and Fall seasons for the duration, or any extension hererof this Agreement. The Contractor will place roll-off containers in up to five (5) separate locations as designated by the County, one (1) location at a time, for a total of up to five (5) consecutive weeks. The Contractor will incur all costs, except disposal costs, during each said five (5) week period.

### **Commercial and Industrial Solid Waste**

Small commercial establishments generating less than two (2) cubic yards of garbage may choose to utilize cart services. The County currently has several small commercial services that utilize residential pickup. The commercial establishments that generate more than two (2) cubic yards of garbage shall be serviced by commercial front load containers of adequate size and frequency as to meet the needs of the business. Currently, the Winfield Solid Waste Facility receives approximately 1,573 tons per month from this contract for commercial services. The Contractor would be expected to assume these clients as existing contracts expire. All commercial establishments will be serviced by dedicated commercial trucks and may not be serviced during residential routes.

Large generators of waste material shall have available to them roll-off container services. The Bidder shall supply base pricing for all permanent users of roll-off container services. Currently, the Winfield Solid Waste Facility receives approximately 17 tons per month from Class I industrial waste services and approximately 439 tons per month from Class III industrial waste services.

A twelve (12) percent franchise fee will be collected from the Contractor from the total revenues associated with all commercial and industrial billing.

The County collects a per dwelling unit/parcel assessment for solid waste in the unincorporated areas of the County and incorporated area of the Town of Fort White. The Contractor will provide quarterly billing for residential customers billed directly to the County. The Contractor will contract independently with commercial and industrial customers. The Bidder shall provide information required to be submitted to the State of Florida by the Solid Waste Director on a quarterly basis.

### **Commercial and Industrial Solid Waste Disposal**

As a material consideration for the County entering into this Agreement, it is agreed all solid waste shall be hauled to and disposed of at a place or places to be provided by the County. Currently, County charges the Contractor sixty-five dollars and fifty cents (65.50) per ton for each ton of Class I solid waste collected and disposed at the Winfield Solid Waste Facility. The County charges the Contractor forty-six dollars and fifty cents (\$46.50) per ton or six dollars (\$6.00) per cubic yard of Class III solid waste collected and disposed at the Winfield Solid

Waste Facility. The Class III rate option (per ton or per cubic yard) is elected by the Contractor and will be in effect for the duration of the Agreement.

In the event that an alternative disposal site is selected by the County or disposal fees are increased at Winfield Solid Waste Facility, the Contractor shall be entitled to an increase in the rates specified in this Agreement to compensate the Contractor for any increased transportation and disposal costs which result from such a change or price increase. Such increase shall be implemented by the County within thirty (30) days of the increased costs being incurred.

## **SECTION V. COMPETENCY OF BIDDER**

The opening and reading of the Bid shall not be construed as an acceptance of the Bidder as a qualified responsible Bidder. The County reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's submissions or from other sources.

1. The County shall require submission with the Bid the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:
  - a. A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants.
  - b. Evidence that the Bidder is in good standing under the laws of the State of Florida, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Florida.
  - c. Evidence that Bidder has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse, yard trimmings collection with refuse disposal, yard trimmings composting experience.
  - d. A comprehensive and detailed list of all communities in Florida with whom the Bidder has present contracts for each service proposed and each and every community in Florida with whom the Bidder has held contracts within the past five (5) years, but for whom no present contractual relationship exists.
2. In the event that the County shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he/she is a qualified responsible Bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:
  - a. Evidence that the Bidder is capable of commencing performance as required in the solicitation documents.
  - b. Evidence, in form and substance satisfactory to the County, that the Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the solicitation documents.
  - c. Evidence, in form and substance satisfactory to the County, that the Bidder's experience as a going concern in refuse collection and disposal derives from

- operations of comparable size to that contemplated by the solicitation documents.
- d. Such additional information as will satisfy the County that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

## **SECTION VI. OPERATION**

1. Holidays – these are days the Winfield Solid Waste Facility has historically been closed:
  - a. New Year’s Day
  - b. Memorial Day
  - c. Independence Day
  - d. Labor Day
  - e. Thanksgiving Day
  - f. Christmas Day

Bidders will provide a list of all holidays that will be observed. Bidders will provide explanation in bid of how they will collect solid waste for those customers whose normal pickup day falls on a holiday.

### **2. Complaints**

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection within 24 hours after the complaint is received. (See Attached Penalty Matrix)

### **3. Collection Equipment**

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the vehicle number along with the identity and telephone number of the Contractor. If a vehicle is found to be leaking any liquids, it shall immediately be removed from service until the necessary repairs have been completed.

### **4. Records**

The Contractor shall provide to County, on reasonable request, all route and scheduling information to include customer account list developed and used by Contractor in connection with its performance of this Agreement.

### **5. Office**

The Contractor shall maintain an office or such other facilities located in Columbia County through which it can be contacted. It shall be equipped with sufficient telephones and shall have responsible staff in charge from 8:00 a.m. to 5:00 p.m. on regular collection days. The Contractor shall also provide a phone number where the Contractor may be contacted at all other times

(emergency number). The contractor shall furnish a recording advising as how to resolve after hours service issues.

#### 6. Disposal

All refuse collected for disposal by the Contractor shall be hauled to the Winfield Solid Waste Facility, located at 1347 N.W. Oosterhoudt Lane, Lake City, FL 32055.

#### 7. Special Pickup

Residences, which can verify no able bodied person under the age of 75 live on the premises, will qualify and receive backdoor pickup.

#### 8. Storms and Other Disasters

The work under the Agreement does not include the collection and disposal of any increased volume resulting from a flood, hurricane or other Act of God or any other event over which Contractor has no control. In the event of such a flood, hurricane or other Act or event, the County may grant the Contractor variances in routes and schedules as may be deemed necessary by the Contractor. In addition, the County and the Contractor may negotiate the amounts to be paid to the Contractor for services to be performed as a result of increased volumes resulting from such flood, hurricane or other Act or event.

#### 9. Compliance with Laws

The Contractor shall conduct operations under the Agreement in compliance with all applicable laws; provided, however, that the specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the County on the subject. In the event that the collection of any refuse, or the disposal of refuse at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such item of refuse shall remain the responsibility of the Contractor.

#### 10. Nondiscrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, national origin, gender identity, sexual orientation, disability, marital status, or any other characteristic protected by law.

#### 11. Indemnity

The contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of the Agreement; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the County, its officers, agents, servants, and employees.

#### 12. Licenses, Permits, and Taxes

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) and promptly pay all taxes required by the County.

### 13. Transferability of Agreement

The Agreement shall not be transferable or assignable to another individual, partnership or corporation without the express written consent of the County. In the event of any assignment approval, the assignee shall assume the liability of the original Contractor covered by the Agreement.

### 14. Arbitration

In the event that either party should fail to comply with the terms or requirements of each solicitation, Instructions, Contractor's Bid, Performance Bond, or Agreement, the County and Contractor agree that they will first attempt to resolve the matter through arbitration. If the parties are unable to agree upon an arbitrator, the presiding judge of the Court of Columbia County shall appoint an arbitrator.

Arbitration must be conducted and completed within thirty (30) days of the selection or appointment of the arbitrator. If either party is dissatisfied with the decision of the arbitrator, either party shall have a right to proceed to resolve their disputes through the court system. The non-prevailing party shall pay all litigation expenses that are incurred by the prevailing party.

## **SECTION VII. TERM**

The term of this Agreement shall be for a five (5) year period beginning the date of approval and execution of Agreement by the County. Unless terminated by giving written notice under this part, the Agreement shall renew for one (1) successive five (5) year term, for a total of ten (10) years.

In the event there should occur any material breach or material default in the performance of any obligation of the County or the Contractor which has not been remedied within thirty (30) days (or been undertaken to cure within thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner) after receipt of written notice from the non-breaching party specifying such breach or default, the non-breaching party may terminate the Agreement upon written notice to the other party. In the event of such a breach, event or default, or termination of the Agreement, each party shall have available all remedies in equity or at law. Notwithstanding any termination, the County shall be obligated to pay the Agreement for services rendered or charges incurred by the Contractor prior to the termination. Notwithstanding any termination, the County shall be obligated to pay the Agreement for services rendered or charges incurred by the Contractor pursuant to the contract, and the Contractor shall continue to perform all services under the contract for not less than ninety (90) days from the date of any termination to allow for transition to a new vendor.

## **SECTION VII. INSURANCE**

Each submission must also be accompanied by Certificates of Insurance evidencing the coverage's herein.

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage

insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force.

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<b>Coverages</b>	<b>Limits of Liability</b>
Worker's Compensation	Statutory Requirement
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability	\$1,000,000 each occurrence
Except Automobile	\$2,000,000 aggregate
Property Damage Liability	\$1,000,000 each occurrence
Except Automobile	\$2,000,000 aggregate
Automobile Bodily Injury	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$3,000,000 each occurrence

To the extent permitted by law, all or any part of any required insurance coverages may be provided under a plan or plans of self-insurance. The coverages may be provided by the Contractor's parent corporation.

**SECTION VIII. BONDS**

1. Each submission must be accompanied by a bond or a certified check of the Bidder, drawn on a national bank, in an amount equal to 5% of the first year's annual Residential Contract amount as a guarantee on the part of the Bidder that it will, if called upon to do so, accept and enter into a contract on the attached form (or such form, as may mutually be agreed upon by the County and the selected Bidder), to do the work covered by such solicitation and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment.
2. The Contractor shall provide Performance and Payment Bonds, in the form prescribed in the subsequent Agreement, in the amount of 100% of the annual residential contract amount and must be renewed annually, the costs of which are to be paid by the Contractor. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the County; provided, however, the surety shall be rated as "A" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policyholders surplus, all as reported in the most current Best Key Rating Guide, published

by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

3. The premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
4. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Florida.
5. If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Agreement documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval.
6. Power of Attorney: Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## PENALTIES MATRIX

For the purpose of computing damages under the provisions of this agreement, it is agreed that the County may deduct from payments due or to become due to the Contractor the following amounts as liquidated damages:

Failure to return containers to designated locations and replace lids	\$5 per instance for second or more similar incident at same residence
Failure or neglect to correct chronic problems in any category	\$25 per instance for third or more similar incident at same residence
Failure to submit reports to Solid Waste Director on time	\$100 per day
Failure to clean up spilled refuse	\$10 per instance at first or more similar incident at same residence
Failure or neglect to collect refuse from any premises within 24 hours from scheduled date	\$25 per instance at first or more similar incident at same residence
Failure or neglect to notify citizens of substantial change in route	\$10 per residence not notified
Leachate from compaction on roadway due to leaking truck	\$100 per instance and immediate removal of truck from service

Complaints listed above will be vigorously investigated and penalties will be assessed when justified. No penalties shall be assessed if complaints are not valid. Contractor shall make a reasonable effort to contact the resident to remedy the situation if Contractor is prevented or hindered in the provision of any services required under this Agreement on any premises. If Contractor is unable to contact the resident and remedy the situation, the Contractor shall notify the County of the situation.

**ATTACHMENT A  
BID FORM**

All Residential and Commercial rates must take into account the following factors: the average wait time at the landfill, which is currently around 12 minutes; the county's total area of 801 square miles with the longest distance to/from the landfill being around 30 miles, which affects route mileage and fuel consumption; and the utilization of one (1) truck per route for the collection of all waste from each parcel, serving as the foundation for route planning and cost estimation. Contractors are required to incorporate these operational considerations into their proposed pricing to guarantee accurate and sustainable service costs.

The undersigned, having carefully read and considered the instructions to propose for Bid No. 2026-C or Residential, Commercial, and Industrial Solid Waste Services, for Columbia County, Florida, does hereby offer to perform such services on behalf of the County, of the type and quality in the manner described, and subject to and in accordance with the terms and conditions set forth in the Agreement documents at the rates, expressed in figures hereinafter set forth:

**OPTION 1:** Residential Solid Waste, Commercial Solid Waste, Industrial Solid Waste Permanent Roll-Off Containers, and Construction and Demolition Waste Temporary Roll-Off Containers

- a. Curbside Service
- b. Curbside Service with Contractor Supplied Carts

Option 1 shall include County services. See list below.

**Residential Solid Waste Collection**

Monthly Cost X Months X Residential Units = Extended Cost

	Curbside Service (cost per month)	Months of service	Residential units	Extended Cost
Regular Resident	\$	12	22,930	\$
Backdoor Resident	\$	12	8	\$
Second Pickup	\$	12	22,930	\$
Yard Trash	\$	12	22,930	\$
Bulk Yard Debris	\$	12	22,930	\$

**Total OPTION 1 Residential Solid Waste Collection WITHOUT Carts \$ \_\_\_\_\_**

**Company Name: \_\_\_\_\_**

**OPTION 1**

Monthly Cost X Months X Residential Units = Extended Cost

	Curbside Service with Contractor Supplied Carts (cost per month)	Months of service	Residential units	Extended Cost
Regular Resident	\$	12	22,930	\$
Backdoor Resident	\$	12	8	\$
Second Pickup	\$	12	22,930	\$
Yard Trash	\$	12	22,930	\$
Bulk Yard Debris	\$	12	22,930	\$

**Total OPTION 1 Residential Solid Waste Collection WITH Carts \$ \_\_\_\_\_**

**Company Name: \_\_\_\_\_**

**OPTION 1**

**Commercial Solid Waste Collection and Disposal**

	1 Time per week	2 Times per week	3 Times per week
Small Commercial (cart service)	\$	N/A	N/A
2 yard frontload container	\$	\$	\$
4 yard frontload container	\$	\$	\$
6 yard frontload container	\$	\$	\$
8 yard frontload container	\$	\$	\$

**Industrial Solid Waste**

Permanent Roll-Off Containers

	Delivery/ Install	Rental per month	Per Pull	Disposal	
				Per ton	Per cubic yard
2 yard stationary compactor	\$	\$	\$	\$	N/A
40 yard receiver container	\$	\$	\$	\$	N/A
30 yard self-contained compactor	\$	\$	\$	\$	N/A
20 yard open top container	\$	\$	\$	\$	\$
30 yard open top container	\$	\$	\$	\$	\$
40 yard open top container	\$	\$	\$	\$	\$

**Company Name:** \_\_\_\_\_

**OPTION 1**

**Construction and Demolition Waste**

Temporary Roll-Off Containers

	Delivery/Install	Rental per month	Per Pull	Disposal	
				Per ton	Per cubic yard
20 yard open top container	\$	\$	\$	\$	\$
30 yard open top container	\$	\$	\$	\$	\$
40 yard open top container	\$	\$	\$	\$	\$

Company Name: \_\_\_\_\_

- OPTION 2: Residential Solid Waste and Commercial Solid Waste ONLY**
- a. With carts
  - b. Without carts

Option 2 shall include County services. See list below.

**Residential Solid Waste Collection**

Monthly Cost X Months X Residential Units = Extended Cost

	Curbside Service (cost per month)	Months of service	Residential units	Extended Cost
Regular Resident	\$	12	22,930	\$
Backdoor Resident	\$	12	8	\$
Second Pickup	\$	12	22,930	\$
Yard Trash	\$	12	22,930	\$
Bulk Yard Debris	\$	12	22,930	\$

**Total OPTION 2 Residential Solid Waste Collection WITHOUT Carts \$ \_\_\_\_\_**

**Company Name:** \_\_\_\_\_  
**OPTION 2**

Monthly Cost X Months X Residential Units = Extended Cost

	Curbside Service with Contractor Supplied Carts (cost per month)	Months of service	Residential units	Extended Cost
Regular Resident	\$	12	22,930	\$
Backdoor Resident	\$	12	8	\$
Second Pickup	\$	12	22,930	\$
Yard Trash	\$	12	22,930	\$
Bulk Yard Debris	\$	12	22,930	\$

**Total OPTION 2 Residential Solid Waste Collection WITH Carts \$ \_\_\_\_\_**

**Company Name: \_\_\_\_\_**

## OPTION 2

### Commercial Solid Waste Collection and Disposal

	1 Time per week	2 Times per week	3 Times per week
Small Commercial (cart service)	\$	N/A	N/A
2 yard frontload container	\$	\$	\$
4 yard frontload container	\$	\$	\$
6 yard frontload container	\$	\$	\$
8 yard frontload container	\$	\$	\$

Company Name: \_\_\_\_\_

## COUNTY SERVICES

Cost per pickup X Pickup(s) per Week X Weeks of Service = Extended Cost

Location Name	Location Address	Container/Cart Size	Cost per pickup	Pickup(s) per week	Weeks of Service	Extended Cost
Animal Enforcement	C.R. 25A	Frontload 8 yd.	\$	1	52	\$
Animal Shelter	1392 NW Shelter Gln.	Frontload 8 yd.	\$	2	52	\$
Annie Mattox Park	537 NE Center Ave	Frontload 8 yd.	\$	1	52	\$
Bethlehem Community Center	835 SE Bethlehem Ave.	Frontload 8 yd.	\$	1	52	\$
Columbia County Emergency Operations Center	263 NW Lake City Ave.	Frontload 6 yd.	\$	2	52	\$
Columbia County Offices	180 E Duval St	Frontload 6yd	\$	1	52	\$
Columbia County Fire Station #40	508 SW State Road 247	Frontload 4 yd.	\$	1	52	\$
Columbia County Fire Station #42	7264 NW US Highway 41	96 gal Cart	\$	1	52	\$
Columbia County Fire Station #43	2318 SW Pinemount Hwy.	96 gal Cart	\$	1	52	\$
Columbia County Fire Station #45	12595 S US Highway 441	96 gal Cart	\$	1	52	\$
Columbia County Fire Station #46	495 SW Dortch St.	Frontload 2 yd.	\$	1	52	\$
Columbia County Fire Station #48	370 SE Race Track Ln.	Frontload 4 yd.	\$	1	52	\$
Columbia County Fire Station #50	1456 NW Mershon St.	96 gal Cart	\$	1	52	\$

<b>Location Name</b>	<b>Location Address</b>	<b>Container/Cart Size</b>	<b>Cost per pickup</b>	<b>Pickup(s) per week</b>	<b>Weeks of Service</b>	<b>Extended Cost</b>
Columbia County Fire Station #51	579 NW Lake Jeffery Rd.	96 gal Cart	\$	1	52	\$
Columbia County Library West Branch	435 NW Hall of Fame Dr.	Frontload 4 yd.	\$	1	52	\$
Columbia County Main Library	308 NW Columbia Ave.	Frontload 2 yd.	\$	1	52	\$
Columbia County Sheriff's Office	4917 E US Highway 90	Frontload 6 yd.	\$	1	52	\$
Columbia County Sheriff's Office Sub Station	347 Business Point Dr.	Frontload 2 yd.	\$	1	52	\$
Courthouse Annex	135 NE Hernando Ave.	Frontload 8 yd.	\$	5	52	\$
Deep Creek Community Center	11934 N US Highway 441	Frontload 2 yd.	\$	1	52	\$
Columbia County Detention Center	389 NW Quinten St.	Frontload 8 yd.	\$	5	52	\$
Guardian ad Litem	885 SW Sister Welcome Rd.	Frontload 2 yd.	\$	1	52	\$
Lulu Community Center	205 SW Community Ct.	Frontload 4 yd.	\$	1	52	\$
Mason City Community Center	11110 S US Highway 441	Frontload 4 yd.	\$	1	52	\$
RC Track	1516 NW Bascom Norris Dr.	Frontload 8 yd.	\$	1	52	\$
Richardson Community Center	255 NE Coach Anders Ln.	Frontload 2 yd.	\$	1	52	\$
Rum Island Park	1614 SW Rum Island Terr.	Frontload 8 yd.	\$	1	52	\$

Location Name	Location Address	Container/Cart Size	Cost per pickup	Pickup(s) per week	Weeks of Service	Extended Cost
South Columbia Ft. White Community Center	17579 SW SR 47	Frontload 4 yd.	\$	1	52	\$
Springville Community Center	3710 NW Suwannee Valley Rd.	Frontload 4 yd.	\$	1	52	\$
Supervisors of Elections	1701 E Duval St.	Frontload 2 yd.	\$	1	52	\$
Watertown Lake	622 NE Williams St.	Frontload 2 yd.	\$	1	52	\$
Westside Community Center	431 SW Birley Ave.	Frontload 4 yd.	\$	1	52	\$
Winfield Community Center and Recreational Area	1327 NW Winfield St.	Frontload 4 yd.	\$	1	52	\$

**Total County Services \$ \_\_\_\_\_**

## CERTIFICATION

Sealed bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL, 32055 no later than 2:00 P.M., on January 16, 2026. Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the solicitation documents, term and conditions of this bid, and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

By signing below, the submission shall be deemed a representation and certification by the Contractor that you have investigated all aspects of the solicitation, have read and understand the solicitation, and acknowledge all addenda.

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

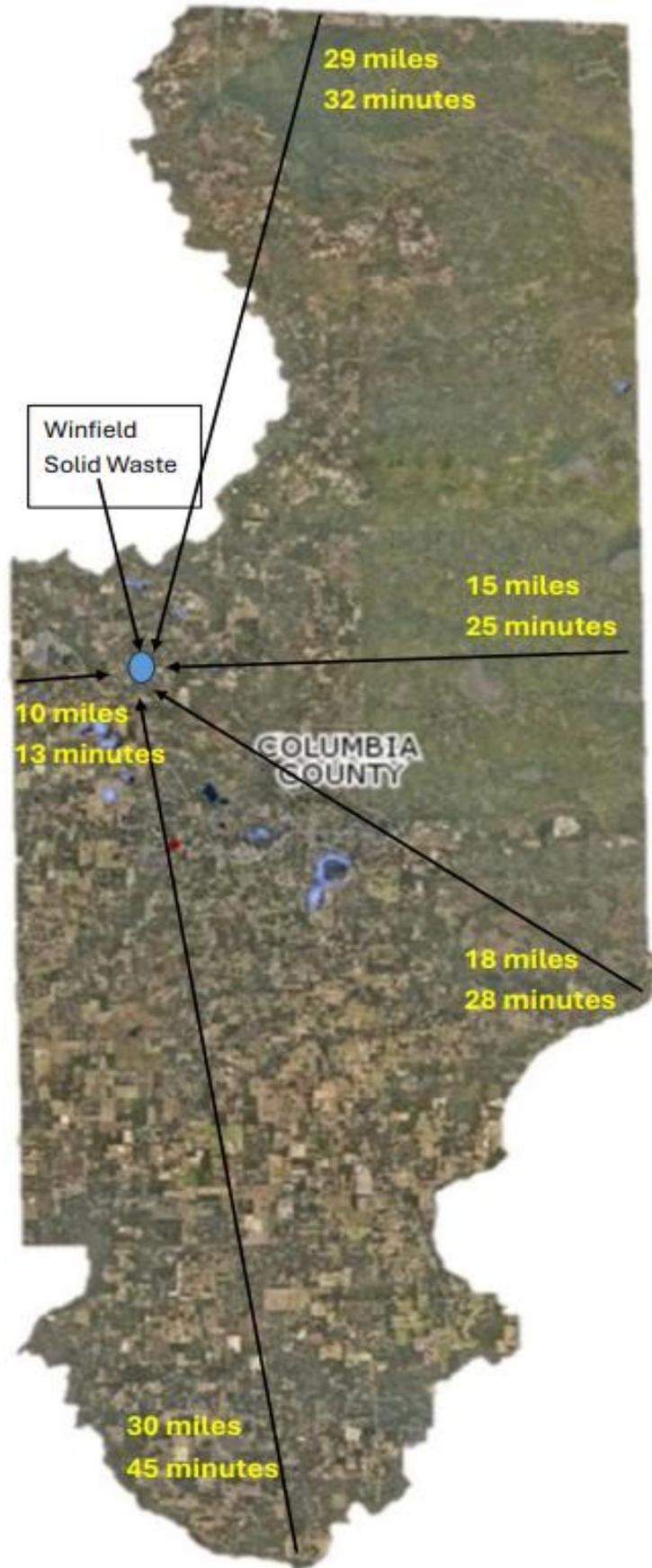
ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_





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 \_\_\_\_\_ 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 287.133(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 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 it 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 \_\_\_\_\_

# HUMAN TRAFFICKING AFFIDAVIT

Affiant swears under pain and penalty of perjury that the company or entity does not use coercion for labor or services as defined by Florida Statute § 787.06 which is hereby incorporated by reference.

\_\_\_\_\_  
(Company or Entity Name)

**Affiant who is an Officer/Authorized Representative of Company or Entity:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_, by means of physical presence and \_\_\_\_\_ who is personally known to me or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

(NOTARY STAMP)

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



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.