

**COLUMBIA COUNTY, FLORIDA
BOARD OF COMMISSIONERS**

**REQUEST FOR PROPOSALS
2025-A
SOLID WASTE AND FIRE
ASSESSMENT UPDATE STUDY**

The Columbia County Board of Commissioners will receive sealed proposals from qualified firms in the office of the Board of County Commissioners located at 135 NE Hernando Ave., Suite 203, Lake City, Florida 32055 until **2:00 PM on February 10, 2025** for the following:

**SOLID WASTE AND FIRE
ASSESSMENT UPDATE STUDY**

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. Request for Proposals information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids.asp>

Bids will be publicly opened in the Commissioner's Office at **2:00 PM on February 10, 2025** or as soon thereafter as practical. Bidders are fully responsible for the delivery of the bids. Bids may be withdrawn at any time prior to the bid opening. Late bids will not be accepted or considered. Bid delivered in any other format other than specified in this bid will not be accepted under any circumstances. Questions regarding this solicitation must be received via email to ejones@columbiacountyfla.com no later than February 3, 2025 at 5:00 PM. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this bid. Proposals should be prepared in accordance with the bid instructions and will be evaluated by Columbia County as stated in the evaluation section of this document. Columbia County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. Columbia County may withdraw all or part of this bid at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

The bidder is required to use the "Bid Form" attached and hereto, which attached to the "Information to Bidders" and "Specifications" shall remain intact. Any variation from these minimum specifications must be clearly stated on a separate sheet and attached to the "Bid Form" Only one bid form set will be furnished each company or corporation interested in bidding. The one complete bid form set is to be submitted in a sealed envelope. Proposers shall indicate Bid Number, Project Title on the outside of the envelope and the name and address of the firm submitting the bid.

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. INTRODUCTION

The County has issued this Request for Proposals (hereinafter, "RFP") with the sole purpose and intent of obtaining responses from interested and qualified firms licensed to do business in the State of Florida offering to provide for a review and update of the special assessment programs for Solid Waste and Fire Protection. The successful party will demonstrate qualifications, experience, and abilities to accomplish and support all aspects of the prescribed scope of work.

Procurement and contracting for all services shall conform to Columbia County Purchasing Policies as well as the state regulation. The County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County. An award, if made, will be made to the Respondent(s) deemed to receive the highest ranking based on the evaluation criteria included in Request for Proposals.

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

SECTION II. SCOPE OF WORK

Solid Waste Assessments are used to fund the capital and operating costs associated with providing solid waste collection and disposal services to properties within service areas. Columbia County has established a Solid Waste Municipal Service Benefit Unit (MSBU), which includes the unincorporated county and the incorporated area of the Town of Fort White. The County collects an annual assessment within the MSBU from all residential properties to provide collection and disposal services. In order to do so, the County retained services of an outside contractor who collects the residential garbage/waste. In addition, the County pays for tipping fees associated with the use of the landfill by residential properties. The commercial properties are serviced and invoiced directly by an outside contractor for garbage pick-up and pay for the tipping fees at the landfill for disposal of any materials. The awarded consultant shall utilize the most recent data in order to prepare a technical study to update the County's solid waste assessment rate schedule and calculating solid waste assessment rates for providing solid waste related services to residential properties within the county.

Solid Waste Assessment Consulting Services

1. Evaluate the County's existing ad valorem tax roll information, waste stream analyses, budget and any other data, agreements and reports pertaining to the provision of solid waste services.

2. Based on the evaluation, determine if all of the data available is sufficient for developing the assessment program. This includes the waste stream analysis, tonnage information, operations (disposal versus collection) and budget (disposal versus collection) information related to the provision of solid waste services.
3. Identify the full cost of the residential solid waste service delivery using the County's most current financial information and identify service delivery issues, which may affect the apportionment methodology. Determine the net service delivery revenue requirements, based upon the nature of the County's delivery of solid waste services.
4. Develop an apportionment methodology using ad valorem tax roll and waste stream analysis data. Work with the County's legal counsel in ensuring legal sufficiency and ensure compatibility with the tax bill method of collection.
5. Advise the County in determining the total solid waste assessment revenue requirements to ensure the County recovers the costs of: (a) net solid waste service delivery revenue requirements, (b) implementing the program, and (c) collecting the assessments.
6. Using the current ad valorem tax roll, create a preliminary assessment roll database. Test the sufficiency of the database by developing reports to access property information.
7. Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.
8. Using the preliminary assessment roll database, calculate a pro forma schedule of assessment rates based on the apportionment methodology and revenue requirements for the assessment program. Calculate revised tipping fee rates for nonresidential properties.
9. Prepare and present a draft Assessment Report to County staff that identifies the methodology for apportioning the assessment among the properties, the calculation of the proforma assessment rates, and revised tipping fee rates. The Assessment Report will provide recommendations regarding the appropriate authority and collection method to be used for the special assessment program and will provide findings regarding special benefit and fair apportionment. The Assessment Report will also provide the next steps the County would have to follow to successfully implement the recommendations outlined in the document. The consultant will incorporate any comments and prepare the Final Assessment Report. The consultant will then present the Final Assessment Report to the County Commission.
10. Prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and maintain the current fiscal year database.
11. Advise and assist the County's legal counsel in drafting the implementing assessment resolutions that conform to the existing assessment ordinance to impose the solid waste assessment to implement the County's policy decisions and proposed methodology.
12. Assist the County with implementation and collection of the assessment program. Should the County elect to use the uniform method of collection (the tax bill), advise and assist with the requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including (a) development of first class notice and its distribution, and (b) attendance at the public hearing.

A. Fire Assessments are used to fund the capital and operating costs associated with providing fire protection services to properties within services areas. Columbia County has established a Fire Protection Services Municipal Service Benefit Unit (MSBU), which includes the entire unincorporated county and the incorporated area of the Town of Fort White. The Columbia County Fire Department (CCFD) currently has 54 firemen and 4 admin and 1 secretary. CCFD provides fire rescue services from 11 stations; 8 are manned by CCFD staff while 3 are covered by volunteers. In terms of medical calls, the CCFD provides BLS at all stations, 2 of which include ALS (non-transport). ALS services are provided by a private party within Columbia County. Columbia County currently has automatic mutual aid agreements with the City of Lake City and the City of High Springs. Calls made as a result of this mutual aid agreement are excluded from the analysis. The current ISO rating for CCFD is 4/4X.

Fire Assessment Consulting Services

1. Evaluate the County's current documents, ad valorem tax roll information, fire call data, agreements, reports, level of service, five-year budget expenditure requests, projected long-term capital needs, and other data pertaining to the provision of fire services.
2. Determine the total fire assessment revenue requirements to ensure the County recovers the full costs, including direct and indirect, of: (a) net fire service delivery revenue requirements (b) implementing the program and (c) collecting the assessments using the County's current financial information.
3. Using the ad valorem roll and existing assessment roll, update fire incident data and revenue requirements. Administer the current fiscal year assessment program and maintain the assessment roll database.
4. Develop an apportionment methodology using ad valorem tax roll and a minimum of five (5) years fire call data. Work with the County's legal counsel in ensuring legal sufficiency and ensure compatibility with the tax bill method of collection.
5. Apply the apportionment methodology to the preliminary assessment roll database to test the data validity and legal sufficiency. Revise the apportionment methodology as necessary.
6. Calculate pro forma schedule and updated rates, revenue requirements, and various rate scenarios from full cost recovery to various percentage of partial cost recovery to assist in budget analyses and assessment program planning.
7. Prepare and present an Assessment Report.
8. Prepare the critical events schedule for the upcoming fiscal year to ensure adherence to statutory deadlines and maintain the current fiscal year database.
9. Calculate and confirm the pro forma schedule of rates for all classifications, based on a fair and reasonable apportionment methodology with the accurate classification of parcels (residential and non-residential to include commercial, industrial/warehouse, and institutional and other classification of properties listed with County), along with revenue requirements for the relevant fiscal year assessment program.

10. Ensure the recommended assessment rates and parcel classification comply with all statutory requirements and compatibility with the tax bill method collection.
11. Advise and assist the County's legal counsel in drafting the preliminary and final assessment resolutions that conform to the assessment ordinance and that implement the County's policy decisions, proposed methodology and adopt final assessment rates.
12. Advise and assist with fulfilling the legal requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes as required. Should the County elect to use the uniform method of collection (the tax bill), advise and assist with the requirements for the adoption of the final assessment rate resolution and certification of the assessment roll in accordance with Section 197.3632, Florida Statutes, including (a) development of first class notice and its distribution, and (b) attendance at the public hearing.

SECTION III. SUBMISSION REQUIREMENTS

One (1) original response, marked "Original", three (3) copies marked "Copy", and one (1) electronic USB copy of the proposal setting forth qualifications must be received. The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate the RFP number, title, and the name of the Respondent.

Interested firms or individuals shall include the following information in their submittal in the exact order listed here with separating page tabs in an 8.5" by 11" - page format. Include page tabs so those evaluating the submittal can compare each section with others that are submitted.

A. Cover Page

A cover page that states, "RFP 2025-A SOLID WASTE AND FIRE ASSESSMENT UPDATE STUDY" The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

B. Tab 1: Letter of Interest

A letter stating the proposer's interest in this project signed by the person who will have contract authority over it. Include a statement that the contents of the submittal are true and accurate. Provide an overview of the key areas of the proposal and summarize the proposer's position as to why the company should be selected. The Letter of Interest shall not exceed two (2) pages in length.

C. Tab 2: Firm's Experience and Background

The Respondent shall provide a history of the organization and how the organization will fulfill the needs of the BOCC if awarded a contract pursuant to this RFP process.

Respondents shall include the following information:

1. Briefly describe your company's organization, philosophy, and management. Also, please provide a brief company history. Include years of experience providing grant administration services and environmental assessments.
2. A description of your organizational structure (i.e. publicly held corporation, partnership, etc.).
3. Confirm that you are a licensed in the State of Florida and provide documentation.
4. Describe your contractual relationships, if any, with organizations or entities necessary for your proposal's implementation
5. Describe experience completing most recent and similar work for other entities including contract amounts and dates of similar and current projects.

D. Tab 3: Project Understanding/Approach

Describe your understanding of the scope and your organization's intended approach to this specific project. It is anticipated that the primary Respondent indicated in the response to this RFP shall be the primary person providing services to the County, notwithstanding said entity may use staff to prepare work product required to fulfill the contractual obligations to the County. Respondent shall include a list of the proposed staff positions and employees that will provide the work required if awarded this contract, along with the qualifications and of such staff members. In addition, the Respondent shall indicate whether any subcontractors will be used and identify such subcontractors.

E. Tab 4: References

Each Respondent shall provide at least three (3) public sector references for the same or similar services during the past three (3) years. If no public sector references are available, non-public sector references may be provided. Each reference shall include, at a minimum:
Name and address and contact persons at these public sectors.

F. Tab 5: Additional Information

Any other information considered pertinent by the proposer. Each Respondent may, but is not required to, include resumes and any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.). Note that these materials may or may not be reviewed by all evaluators and will not be part of the official evaluation except to the extent they support your firm's qualifications and experience. Any out-of-scope services not covered in other sections should be included here with a description of the personnel likely to be involved.

G. Tab 6: Forms

Attachment A	Fee Schedule Form
Attachment B	Vendor Information
Attachment C	Non-Collusion Affidavit
Attachment D	Public Entity Crimes Form

Attachment E	Drug-Free Workplace Certificate
Attachment F	Conflict of Interest Statement
Attachment G	Certificate Regarding Lobbying and Debarment, Suspension and Other Responsibility Matters
Attachment H	Certificates of Insurance
Attachment I	W-9 Form
Attachment J	E-Verify requirement
Attachment K	Human Trafficking Certificate

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted.

SECTION IV. RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the County.

SECTION V. RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened at the appointed time and place stated in this solicitation. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

SECTION VI. DETERMINATION OF SUCCESSFUL RESPONDENT

The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the contract documents, may be rejected at the option of the County. Final selection of the successful respondent(s) shall be made by the County at a noticed public meeting.

SECTION VII. INDEMNIFICATION

- A. The Respondent shall defend, indemnify and hold harmless the County from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by the County) and any other losses, damages, and expenses (including Respondent or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Respondent or its Subcontractors in any tier, their employees, or agents.

- B. The first ten dollars (\$10.00) of remuneration paid to the Respondent is for the indemnification provided for above.
- C. The successful Respondent agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract insurance coverages as detailed below.
- D. All policies must be endorsed to provide the County with written thirty (30) days' notice of cancellation or restriction except for nonpayment of premium. The Vendor shall provide the County with certificates of insurance showing the existence of coverage.

SECTION VIII. DISQUALIFICATION OF RESPONDENTS

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this RFP must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his response or proposal. Failure to complete this form in every detail and submit it with your response or proposal may result in immediate disqualification of your response.
- D. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.
- E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence, shall be prohibited regarding this particular request for proposals, or any other competitive solicitation between:
 - 1. Any person or person's representative seeking an award from such competitive solicitation; and
 - 2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action, which ends the solicitation process. The penalties for an intentional violation of this article shall be those specified in §125.69(I), Florida Statutes.

SECTION IX. INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received after the deadline for questions will not be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be posted on the County's Purchasing website. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, the response will nevertheless be construed as though it had been received and acknowledged and the submission of the response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received. It is the responsibility of each Respondent to verify all addenda issued have been received before responses are opened.

SECTION X. GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the contractors from the County under this contract may be assigned to a bank, trust company, or

other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

Record Retention Requirements

The Contractor agrees financial records, supporting documents, statistical records, and all other Contractor records pertinent this award shall be retained for a period of five years from the date of submission of the final expenditure report.

Insurance Requirements

The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the County harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the County from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees.

In this connection, the Contractor shall carry Insurances in the following amounts:

Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate * Must include coverage for blanket contractual liability for the obligations assumed under contract
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence * Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract
Workers' Compensation	Statutory Limits where Services are to be performed * Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable
Employer's Liability	\$1,000,000 Each Occurrence \$1,000,000 Disease per Employee
** An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
Professional Liability (If applicable)	\$1,000,000 Each Claim \$2,000,000 General Aggregate

SECTION XI. EVALUATION CRITERIA

A. Proposal Evaluation Committee and Evaluation Process

1. Evaluation Committee

An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals on the basis of the information provided and evaluation criteria as set forth in this Request for Proposal.

2. Presentations

The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Discussions may be conducted for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. The County will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

3. Reserved Rights

The County, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.

B. Scoring Criteria

- | | |
|-------------|--|
| 0-25 points | Years of experience of the firm's staff that will work on the project. |
| 0-25 points | The Firm's proposed approach to securing the required data and proposed method of submitting initial reports and final report. |
| 0-20 points | Quality of past performance as evidenced by client references from 2018 or later provided from other communities. Please note, only one (I) letter per community will be accepted. |
| 0-30 points | Fee or proposed fee basis. |

Cost will be converted to points after making any adjustments for reciprocal preference. The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal.

Divide the lowest cost proposal received by the cost of the proposal being rated, and multiply the results by the maximum points. The result is the awarded points. This is determined by applying the following formula:

$$\text{Price of Lowest Cost Proposal} \times \text{Maximum points available} = \text{Awarded Price Points}$$

Example: The figures below are used for example purposes only. It is not representative or suggestive of proposed costs. The total points available for cost in the RFP is forty (40) points. The cost of the lowest acceptable proposal is \$100,000. Therefore, the lowest proposal cost of \$100,000 would be awarded forty (40) points. The second lowest acceptable proposal submitted a cost of \$125,000. The second lowest proposal cost of \$125,000 would be awarded thirty-two (32) points.

$$\frac{\$100,000}{\$125,000} = 0.80$$

$$0.80 \times 40 \text{ points} = 32 \text{ points}$$

The points awarded for cost are combined with the total points awarded for the remaining criteria to determine the successful proposal.

The Board shall review all proposals and select a short list of respondents based on qualifications and the proposal. The Board reserves the right to request additional information from the finalists and/or request such finalists to appear for an interview. If the Board does make such a request(s), it shall make such request(s) of all finalists equally. The fee envelopes of the short listed respondents shall be opened and the lowest bidder shall be awarded the contract. If the Board is unable to reach agreement with the low bidder within a 30-day time frame, the Board would then proceed with the second lowest bidder and so-on.

XII. STATEMENT OF WORK AND CONTRACT

The County is responsible for any and all newspaper publications, including, but not limited to, making arrangements for publications and any costs associated with those publications.

The County is also responsible for any costs incurred to obtain information from the property appraiser or other public officials that is necessary for the assessment study.

The Contract will provide for a term of **five (5) years**. This operational period has been selected to enable the County, after a completion of the initial study effort, to:

- A. Exercise, as determined to be required, the optional effort included within the pricing table for periodic updates based on the most current historical or other associated data to support continued accuracy of fee assessments, and

- B. Provide a structure enabling the vendor to provide, at the hourly rates specified in the pricing table, technical and representative support in regards to any litigation defense services that may be required during the stated duration of the awarded contract.
- C. A *Sample Contract* is attached with the RFP solicitation.

SECTION XII. FORMS

**ATTACHMENT A
FEE SCHEDULE FORM**

The fees for this solicitation is calculated for the work described herein.

Fee proposal for Solid Waste Assessment Update Study \$ _____

Fee proposal for Fire Assessment Update Study \$ _____

Combined Fee Proposal **TOTAL** \$ _____

Hourly Rates for Technical Support (at County Option)

- 1. Expert representative service \$ _____ per hour
- 2. Technical research service \$ _____ per hour
- 3. Administrative support \$ _____ per hour

Produce and mail the first class notices required by statute (County Option) \$ _____ per parcel

I certify that this proposal meets or exceeds the County's specifications and that the undersigned proposer declares that I have carefully examined the specifications, terms, and conditions of this proposal, and I am thoroughly familiar with its provisions. The undersigned proposer further declares that he/she has not divulged, discussed, or compared his/her proposal with any other proposer and has not colluded with any other proposers or parties to a proposal whatsoever for any fraudulent purpose.

Company/Firm: _____ Date: _____

Address: _____

Phone No.: _____

Email: _____

Signature: _____

Print Name/Title: _____

**ATTACHMENT B
VENDOR INFORMATION AND SIGNATURE FORM**

Vendor Name	
Trade License (If applicable)	
Contact Person(s)	
Street Address with City, State and Zip Code	
Mailing Address (If different from Above)	
Phone Number	
Fax Number	
E-Mail	
Proposer will do the work as	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Date and State of Incorporation	DATE: _____ STATE: _____
Name of partnership or joint venture	

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

Authorized Signature:
Printed Name of Signer:
Date Signed:
Title of Signatory:

The following Addenda's were received and acknowledged: _____

**ATTACHMENT C
NON-COLLUSION AFFIDAVIT**

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____, its affiliates, subsidiaries, officers, director, and employees

(Name of Firm)

are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Board of County Commissioners of Columbia County, Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

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

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

(stamp)

NOTARY PUBLIC, State of _____

**ATTACHMENT D
PUBLIC ENTITY CRIMES FORM**

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 **RFP 2025-A**
2. This sworn statement is submitted by _____ whose
[Name of entity submitting sworn statement]
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(l)(g), Florida Statutes, means a violation of any state or federal *law by* a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l) (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(l) (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(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity

submitting this sworn statement. **[Please indicate which statement applies].**

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

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

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

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

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

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment “D”, 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 _____

**ATTACHMENT E
DRUG-FREE WORKPLACE CERTIFICATE**

The drug-free certification form below must be signed and returned with the RFP 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.
7. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "E", 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 _____

**ATTACHMENT F
CONFLICT OF INTEREST STATEMENT**

STATE OF _____ COUNTY OF _____

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

1. I am the _____ of _____ with a local office in _____
(Insert Title) (Insert Company Name)
 and principal office in _____.
2. Said entity is submitting this proposal/offer to RFP 2025-A.
3. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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

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 _____

ATTACHMENT G
CERTIFICATE REGARDING LOBBYING AND DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL – “Disclosure of Lobbying Activities”, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 –

- A. The applicant certifies that it and its principals:
 - I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - II. Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

IV. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default. (b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the above referenced certifications.

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 _____

ATTACHMENT H
CERTIFICATES OF INSURANCE

Please attach proof of insurance.

ATTACHMENT I
W-9 FORM

Please attach W-9 form.

ATTACHMENT J

E-Verify

- A. Pursuant to Fla. Stat. Chap. 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. Chap. 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the County upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. Chap. 448.095 by January 1 of each year. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
- D. Failure to comply with this provision is a material breach of the Agreement, and County may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with County securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2025 by and between **Columbia County**, (hereinafter the "COUNTY"), whose address is P.O. Box 1529 Lake City, FL 32056, and _____ (hereinafter the "CONTRACTOR"), whose address is _____.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Term. This Agreement is effective on the day the last Party signs it (“effective date”) and continues for a period of 5 years from the effective date or until this Agreement is earlier terminated as provided herein.
4. Compensation.
 - a. Compensation for the services rendered is included in Exhibit A.
 - b. Anything to the contrary notwithstanding, no services undertaken by the CONTRACTOR or expenses incurred by the CONTRACTOR exceeding the identified fees and expenses have been approved in writing by the COUNTY in advance.
5. Additional Services. The CONTRACTOR shall provide services in addition to those described in task work orders only upon written request of the COUNTY. CONTRACTOR shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such services are authorized.
6. Invoices. Invoices will be submitted by the CONTRACTOR upon completion of the work described in task work orders. Invoices shall be submitted to Board of County Commissioners, P.O. Box 1529, Lake City, FL 32056. Each invoice shall be due and payable in accordance with the Florida Prompt Payment Act.

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

8. Insurance. The CONTRACTOR shall maintain the following insurance coverage:

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

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

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

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

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

9. Indemnification

- a. Hold Harmless. The CONTRACTOR shall indemnify and hold COUNTY, its officers, and employees, harmless from and against (1) personal injury, bodily injury (including death) or property damages (including destruction) received, or (2) losses, penalties, damages, professional fees, including reasonable attorney fees and all cost of litigation and judgements to the extent caused by any willful misconduct or any negligent act, error or omission of the CONTRACTOR, or its employees arising directly out of the performance of this Agreement or work performed hereunder, including any claims brought against the COUNTY, its officers and employees. Compliance with the insurance requirements in Section 10, Insurance, shall not relieve the CONTRACTOR of his liability and obligations under any other portion of this Agreement. This section shall not apply to CONTRACTOR when losses, penalties, damages, professional fees, including attorney's fees and all costs of litigation and judgements arising out of the performance of this contract are caused by negligence of the COUNTY.
- b. Completeness and Accuracy of Deliverables. The CONTRACTOR shall be responsible for the completeness and accuracy of its services, deliverables, plans, supporting data, computer programs and data files and other documents and information prepared or compiled under its direction and control, and shall correct at its expense any services that do not meet the Standard of Care which may be disclosed. The time, effort, and cost of the work necessary to correct those services that do not meet the Standard of Care shall be borne by the CONTRACTOR. The fact that the COUNTY has accepted or approved the CONTRACTOR'S services shall in no way relieve the CONTRACTOR of any of its responsibilities. This provision shall not apply to any Services that do not meet the Standard of Care due to the use by CONTRACTOR of maps, official records, contracts, or other data that may be provided by the COUNTY or public or semi-public agencies which the CONTRACTOR should reasonably expect to be accurate and which the CONTRACTOR could not reasonably be expected to know to be inaccurate.
- c. Claims Against the COUNTY. The CONTRACTOR agrees that no charges or claim for damages shall be made by it for unreasonable delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the services. Such an agreement shall be made in writing between the parties.

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

11. Non-discrimination.

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

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

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

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

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

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

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

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

15. Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.
16. Merger Amendment. This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both the COUNTY and the CONTRACTOR.
17. Non-assignability. Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.
18. Severability. Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof.
19. Public Records. CONTRACTOR shall be required to cooperate with the COUNTY relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:
 - a. Keep and maintain public records required by the COUNTY in order to perform the Services.
 - b. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONTRACTOR does not transfer all records to the COUNTY.
 - d. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.
 - e. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when

requested, the CONTRACTOR may be subject to penalties under section 119.10 Florida Statutes, and reasonable costs of enforcement, including attorney fees.

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

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

By: _____
Chairman

Date: _____

ATTEST: _____
Clerk of Court

Date: _____

CONTRACTOR

By: _____

Date: _____

Print/Type Name & Title

Witness

Date: _____

FORM APPROVED BY: _____
County Attorney

EXHIBIT
INSURANCE REQUIREMENTS
CERTIFICATES OF INSURANCE

(1) The Contractor shall obtain and maintain such insurance as will protect it from: (1) claims under worker's compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

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

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

(4) The Contractor shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:

- (A) The name and type of policy and coverages provided;
- (B) The amount or limit applicable to each coverage provided;
- (C) The date of expiration of coverage;
- (D) The designation of the COUNTY as an additional insured and a certificate holder. (This requirement may be exempted for Workers' Compensation and professional liability Insurance.);
- (E) The following clause must appear on the Certificate of Insurance:

Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company will mail at least thirty (30) days written notice to the COUNTY.

(5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Contractor shall furnish to the COUNTY, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the Contractor to provide the COUNTY

with such renewal certificate(s) shall be considered justification for the COUNTY to terminate the Agreement.

(6) Contractor shall include the COUNTY, the COUNTY's agents, officers and employees in the Contractor's General Liability and Automobile Liability policies as additional insureds.

(7) If the COUNTY has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the COUNTY shall notify Contractor in writing thereof within thirty (30) days of the delivery of such certificates to the COUNTY. Contractor shall provide to the COUNTY such additional information with respect to its insurance as may be requested.

(8) The Contractor shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

WORKERS' COMPENSATION [REVISE AS NEEDED TO MEET COUNTY'S REQUIREMENTS]

State: Statutory

Applicable Federal:

(e.g. Longshoremen's)

Statut

ory Employer's Liability: \$1,000,000.00

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury: \$1,000,000.00 Each Occurrence

Property Damage: \$1,000,000.00 Each Occurrence

Comprehensive General Liability Insurance shall include:

Contractual Liability, Explosion, Collapse and Underground Coverages and Products and Completed Operations Coverages.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000.00 Each

Occurrence Property Damage: \$1,000,000.00

Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned auto, non-owned autos and hired autos.