
Columbia County Board of County Commissioners

RFQ-2022-U Continuing Contracts for Professional Planning and Engineering Review Services Request for Qualifications

Qualifications Issue Date: April 1, 2022
Questions/Clarification Deadline: April 15, 2022, 2:00 P.M.
Qualifications Due Date: April 26, 2022, 2:00 P.M.
Qualifications Opening Date/Time: April 26, 2022, 2:00 P.M.

Issued By: Purchasing Department
bccpurchasing@columbiacountyfla.com

Sealed qualifications must physically be delivered to the below location before the stated time. Late qualifications will not be considered. Qualifications shall be submitted on the forms provided and must be manually signed. Qualifications shall be sealed in an envelope with the RFQ number, opening date and time clearly indicated.

Columbia County Board of County Commissioners
135 NE Hernando Avenue Suite 203
Lake City, FL 32055

The County reserves the right to reject any and all Responses.

The attached invitation shall become part of any purchase order and/or contract resulting from this Invitation for Qualification.

The firm or individual, by any other name, responding to this RFQ may be referred to as the proposer, respondent, by actual name or other unambiguous term. The burden of clarity in any response is on the proposer. Further, the terms firm and individual are used interchangeably.

AWARD PROCESS

Award Process Schedule – The following tentative schedule is to be considered when submitting a qualification:

<i>Tentative Project Schedule (subject to change)</i>	
Request for Qualifications Issued	April 1, 2022
Questions/Clarifications Deadline	April 15, 2022, 2:00 P.M.
Qualifications Return Deadline	April 26, 2022, 2:00 P.M.
Qualifications Opening	April 26, 2022, 2:00 P.M.
County Commissioners Approval	May 19, 2022 (or later)

The Board of County Commissioners reserves the right to alter scheduled dates. All questions regarding this RFQ shall be submitted via e-mail to the following address:
bccpurchasing@columbiacountyfla.com

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1.0 INTRODUCTION

1. The Columbia County Board of County Commissioners in conformance with the Consultants' Competitive Negotiations Act (CCNA), Florida Statutes Section 287.055, and the County Purchasing Policies and Procedures of is requesting qualifications from licensed firms or individuals to provide continuing contracts for Planning and Engineering services for study activity fees of \$500,000 or less per study, all as provided in chapter 287.055. Services requested are to assist the County Building and Zoning Department; this solicitation does not include professional design services.

2.0 SCOPE OF SERVICES

1. Qualified firms once awarded, will respond to Board of County Commissioners request to provide Planning and Engineering Services as listed below:

- Planning and Engineering Services: Engineer will review site plans and storm water calculations related to Site & Development Plans and Special Exception Applications
- Engineer review will review for adequacy and issue comments and the issuance of a letter of acceptance (Note: Engineer will not be required to attend County Commission meetings)
- Planning Services related to Comprehensive Plan Amendments
- Site Specific Amendments to the Official Zoning Atlas (Rezoning)
- Special Exceptions
- Variances
- Planning Services may include completeness review of all development and applications and
 - Review of all application materials to ensure compliance with the Comprehensive Plan
 - Land Development Regulations
 - Coordination with the review engineer of planning related comments to site plans
 - Writing advertisements, post notices, resolutions, ordinances and staff reports
 - Compliance with all applicable state and federal laws
 - Planning Services may require Planner to make presentations before the Board of County Commissioners

3.0 QUALIFICATIONS

3. 1. The County intends to award multiple continuing contracts to firms deemed to be the most highly qualified to perform the required service.
3. 2. Firms must have provided in Florida, consulting services that relate to the required services listed in Section 2.0 for at least three (3) years.
3. 3. Firms must be registered and licensed to practice in the State of Florida, identify and submit resumes for all personnel that will be working on project(s). Include the experience of each on projects similar to those listed under the scope of services (Section 2.0).
3. 4. It is required that consultants assigned to all tasks come from the resumes submitted in this RFQ. Changes to this pool of consultants must be approved in writing by the County.
3. 5. A professional consultant licensed to practice in the relevant area in the State of Florida shall be responsible for and in charge of all work performed within each area.

4.0 PAYMENT FOR SERVICES

4. 1. Invoices shall be submitted no more than monthly to County.

5.0 TERM OF CONTRACT

5. 1. The term of all Contracts shall begin on the date the Contracts are approved by the Board of County Commissioners and fully executed. The term of the contract shall be a Continuing Contract as provided in the contract included with this RFQ.

6.0 DELIVERY OF QUALIFICATIONS

6. 1. One (1) original, three (3) copies and one (1) digital copy (thumb drive or CD) of the Qualifications shall be submitted in a sealed package, clearly marked on the outside of package with the **RFQ Number and Title**, addressed to **Board of County Commissioners** 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055. It is the sole responsibility of the proposer to ensure that proposals are received at the County Commissioners Office by the due date and time. Proposals received after the due date and/or time specified will not be considered.

7.0 STATEMENT OF QUALIFICATIONS

7. 1. Cover letter required addressed to the Board of County Commissioners setting forth the argument for the selection of the proposer as the highest qualified firm to provide Planning and Engineering services set out in Section 2.0. The letter will be reviewed for content and writing style. The signature of the proposer must be attached and such signature is deemed a representation that the proposer is the author of the submittal.

7. 2. The Statement of Qualifications must also include, in tabbed format, the following sections in this order:

A. **Title Page** – The title page must include the title of the RFQ, the name and address of the proposing firm, the name, title, phone number and email address of the contact person.

B. Table of Contents

C. **Tab 1 - Signed Letter from Proposer** per 7.1 above- A signed letter stating an understanding of work to be completed, the commitment to perform the work within the periods specified, a statement why the firm believes itself to be best qualified to perform the services. The signer must have the authority to bind the respondent to the submitted qualifications.

D. **Tab 2- Organizational Chart** showing full name, title of personnel and name of the firm providing the personnel. Include the resume of each team member proposed. It is required that the personnel proposed will be the personnel working within each area. Any substitution request must be made in writing and be preapproved by the Board of County Commissioners.

E. **Tab 3 – Professional Experience** – Establish relevant experience of the firm by providing similar Consulting References. Include Client phone/email contact information for verification purposes. References must include experience for services listed in Section 2.0 for which proposer seeks to be qualified.

- F. **Tab 4 – Understanding of Local Needs** - Explain an understanding of the needs requested by this RFQ. Outline knowledge of the community and familiarity with local conditions.
- G. **Tab 5 – Qualifications** – Indicate those who will serve as principals-in-charge and project managers and their availability to work on assigned areas. List other personnel that will be assigned to this task. Describe their directly related experience and qualifications to effectively and efficiently meet project requirements. Identify the office location that will be assigned to this contract and its distance from the City of Lake City.
- H. **Tab 6 - Work Priorities** – Outline the ability of the firm to meet deadlines and budget constraints and ability to react to changing conditions.
- I. **Tab 7 - Local Government References and Additional Required Forms** – Use the forms provided for this purpose.
- Attachment A** - References Listing Form (List four local government professionals with whom the firm has worked within the last three years).
 - Attachment B** - Florida Statutes on Public Entity Crime Form
 - Attachment C** – Drug-Free Workplace Form
 - Attachment D** – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- J. **Tab 8 – Insurance Requirements** - A statement will be included indicating the understanding of the County’s insurance requirements as set forth in the Contract.
- K. **Tab 9** – A signed copy of any addenda issued by County to this RFQ indicating the Firm acknowledges receipt and understanding of any and all addenda contents.
- L. **Tab 10** – Any other information deemed relevant by the Firm.

8.0 RESTRICTED COMMUNICATION

8. 1. Proposers shall comply with requirements per Section 287.057 (25) Fl. Statutes
8. 2. Any communication shall be made by email only to the Purchasing Department at bccpurchasing@columbiacountyfla.com . The Questions/Clarification deadline is , 2022 at 2:00 PM. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this RFQ, The County will post any such addenda on the web site at:
<https://www.columbiacountyfla.com/PurchasingBids.asp>
8. 3. It shall be the responsibility of each firm, prior to submitting qualifications, to view the County web site to determine if addenda were issued and to make such addenda a part of the qualifications, to be included and signed in Tab 9 of the proposal.

9.0 EVALUATION CRITERIA AND SELECTION PROCESS

9.1. Proposals will be evaluated internally by County staff. The County reserves the right to request proposer presentations. The most qualified firms will be recommended by the Board of County Commissioners. Those approved by the County Commission will be asked to enter into negotiations on an expedited basis. Upon successful negotiation, the Purchasing Department will send a contract for signature in the form attached see, Section 11. The contract offer must be signed by the selected firm's authorized representative and then submitted to the County for final approval.

9. 2. Statements of qualifications selection and scoring are as follows:

Overall expertise, experience, and qualifications to perform professional work related to the identified categories.	20 Points
Experience within the last three years working with local governments	20 points
Understanding local needs and familiarity with local conditions	20 Points
Availability, location and qualifications of key personnel to be assigned contract work	20 Points
Recognition of work priorities, flexibility to deal with change, ability to meet deadlines and budget constraints	10 Points
Local government references	10 Points
Possible Number of Points	100 Points

9. 3. The Selection Committee shall rank the Firms in each required category by considering the following:

1. Experience of proposed personnel in organizational chart as shown in their resumes.

2. Proven experience as shown by the similar contracts provided in Tab 3.
3. Meeting all of the above Evaluation Criteria will be necessary to meet the requirements of this RFQ.

10.0 NEGOTIATIONS

10.1 Negotiations shall begin with the top-ranked consultant(s) after County Commission approval. If a satisfactory contract and fee schedule cannot be negotiated with higher ranked consultant(s) negotiations will begin with the next highest ranked consultant(s). The intent is to develop multiple contracts with separate consultants to avoid conflicts for work already being performed by the firm.

11.0 CONTRACT AND EXHIBITS

11. 1. The below listed documents subsequently will be identified and incorporated in the Contract awarded to successful proposers. The actions of County in selecting and awarding contracts, as well its reliance on expected high quality by performance of each Consultant during contract administration, are based in considerable part on all representations expressed therein, in the RFQ response, the negotiation phase and final contract.

- Exhibit 1 – Services
- Exhibit 2 – Rate Schedule
- Exhibit 3 – Insurance

CONTINUING CONTRACT FOR ENGINEERING SERVICES

This Contract is made as of the _____ day of _____, 2022, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (hereinafter "County"), and _____, whose mailing address is _____, (hereinafter "Engineer").

In consideration of the mutual promises contained herein, County and the Engineer agree as follows:

ARTICLE 1 **NATURE OF THIS CONTRACT AND SERVICES TO BE PERFORMED**

The Engineer's responsibility under this Contract is to provide professional services on a continuing basis as set forth on Exhibit "A," which is attached hereto, and to perform and complete the work specifically set forth in each written directive from the County to the Engineer directing the completion of a project pursuant to this Contract (hereinafter a "Task Order").

The Work shall be performed on an as needed basis per project and by Task Order to this Contract. This Contract does not authorize the performance of any services by the Engineer except those requested by the County as part of a Task Order.

The performance of the Engineer's services shall be under the general direction of a County representative to be identified in each Task Order, who shall act as the County's representative under this Contract and each Task Order.

This Contract is a "Continuing Contract" pursuant to the "Engineers' Competitive Negotiation Act," Section 287.055, Florida Statutes, (hereinafter "Act"). Pursuant to this Contract, the County may award projects to the Engineer that are within the maximum dollar amounts for continuing contracts as provided in the Act. Should the Act be amended in the future to alter the maximum dollar amounts for continuing contracts, this Contract shall be deemed to be automatically likewise amended. Presently, the Act allows projects to be awarded pursuant to a continuing contract where the construction costs for the project do not exceed \$4 Million, and for study activity when the fee for such professional service does not exceed \$500,000.

ARTICLE 2
PAYMENTS TO ENGINEER

The County shall pay to the Engineer for services satisfactorily performed, as follows:

A. The Engineer shall bill the County for its services at the rates set out in and pursuant to Exhibit "B" which is attached hereto. Provided that the rates set out in and pursuant to Exhibit "B" which is attached hereto may be amended by the governing Board of the County and the Engineer, from time to time, provided that such amendment shall not be enforceable until and unless set out in a writing executed with the same formalities as this Contract. Further provided that for any particular project and upon receiving prior written approval by the governing board of the County, the Engineer may bill the County at a different rate or by a different method.

B. The Engineer will bill the County on a monthly basis for services rendered toward the completion of the scope of work contained in various Task Orders. The amounts billed shall represent the approximate completion of services outlined in such scopes of work.

C. Invoices received from the Engineer pursuant to this Contract will be reviewed and approved by the County, prior to payment. Invoices must reference this Contract and the Task Order against which the Engineer is billing.

D. Contractor's invoices to the County shall be clearly marked in sequential numerical order to minimize the chance of duplication of payment or failure to pay invoices when due. In order for both parties herein to close their books and records, the Engineer will clearly state "final invoice" on the Engineer's final/last billing to the County, this indicates that all services have been performed and all charges and costs have been invoiced to the County and there is no further work to be performed on the specific Task Order.

E. The payment of all invoices shall be subject to the "Local Government Prompt Payment Act," Part VII of Chapter 218, Florida Statutes.

F. Except for issues arising from contract indemnification provisions, the County shall have the right to retain out of any payment due the Engineer under this Contract an amount sufficient to satisfy any amount due and owing to the County by the Engineer on any other contract or agreement between the Engineer and the County. The

County may withhold payment on any invoice in the event that the Engineer is in default under any provision of this Contract or any other contract or agreement between the Engineer and the County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold shall continue until such time as the default has been cured, and, upon cure, the County shall have the right to retain an amount equal to the damages suffered as a result of the default.

ARTICLE 3 **SCHEDULE**

The County and the Engineer shall approve each schedule for each Task Order, which will become a part of each Task Order. All testing and reports shall coincide with County requirements.

ARTICLE 4 **TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Engineers. The County may exercise its rights under this article within one (1) year following final payment.

ARTICLE 5 **TERM**

The term of this Contract shall be from the date last executed by the parties and shall continue until and unless terminated by either party upon 30 days' prior written notice to the other party. This Contract may be terminated by either party with or without cause.

Unless the Engineer is in breach of this Contract, the Engineer shall be paid for services rendered to the County's satisfaction through the date of termination plus any

reasonable and unavoidable costs incurred by Engineer and imposed by third parties due to such termination, such as costs charged by third parties for cancelling orders for equipment, materials or services, but excluding attorney fees and fees charged by Engineer. After receipt of a Termination Notice and except as otherwise directed by the County and Engineer shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the County in both electronic medium and hard copy.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 **PERSONNEL**

The Engineer represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Engineer or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Engineer warrants that all services shall be performed by skilled and competent personnel in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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.

ARTICLE 7 **SUBCONTRACTING**

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 subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the Work described in this Contract. The Engineer is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Engineer shall promptly do so, subject to acceptance of the new subcontractor by the County.

ARTICLE 8 **FEDERAL AND STATE TAX**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Engineer for the use by the Engineer in purchasing materials to be used exclusively for County projects. The Engineer shall not otherwise be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the Engineer otherwise authorized to use the County's Tax Exemption Number in securing such materials.

The Engineer shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9
AVAILABILITY OF FUNDS

The obligations of the County under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the governing board of the County. The County shall promptly notify the Engineer should funds become unavailable, and in that event the Engineer shall be entitled to stop all work until funds become available.

ARTICLE 10
INSURANCE

A. The Engineer shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Engineer shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Engineer of its liability and obligations under this Contract.

C. The Engineer shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence.

D. The Engineer shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$ 1,000,000 per occurrence to protect the Engineer from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Engineer or by anyone directly employed by or contracting with the Engineer.

E. The Engineer shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$ 1,000,000 combined single limit for bodily injury and property damage liability to protect the Engineer from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Engineer or by anyone directly or indirectly employed by the Engineer.

F. The Engineer shall maintain during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees as required by and pursuant to Florida Statutes 440.02.

G. All insurance other than Professional Liability and Workers' Compensation, to be maintained by the Engineer shall specifically include the County as an "Additional Insured," for the vicarious liability resulting from the conduct of the Engineer and others employed and/or utilized by the Engineer in the performance of the services.

ARTICLE 11 **INDEMNIFICATION**

The Engineer shall indemnify and hold harmless the County, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Engineer and persons employed or utilized by the Engineer in the performance of this Contract. This article shall survive the termination of this Contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

Notwithstanding anything else in this Contract to the contrary, nothing in this Contract shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the County.

ARTICLE 12 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties and their respective partners,

successors, executors, administrators and assigns. Provided that neither party may assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

ARTICLE 13 **CONFLICT OF INTEREST**

The Engineer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Engineer further represents that no person having any such interest shall be employed for said performance.

The Engineer shall promptly give written notice to the County of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Engineer's judgment or quality of services being provided hereunder. Such written notice shall identify the prospective business association, interest or circumstance, the nature of work that the Engineer may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Engineer.

If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Engineer, the Engineer may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Engineer under the terms of this Contract. The County agrees to give written notice to the Engineer of its opinion within 30 days of receipt of notification by the Engineer.

ARTICLE 14 **EXCUSABLE DELAYS**

The Engineer shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Engineer's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's emissive and commissive failures; natural or public health emergencies; freight embargos; and severe weather conditions.

If delay is caused by the failure of the Engineer's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the

Engineer and its subcontractor(s) and is without the fault or negligence of either of them, the Engineer shall not be deemed to be in default.

Upon the Engineer's request, the County shall consider the facts and extent of any delay in performing the work and, if the Engineer's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 15
ENGINEER NOT TO PLEDGE COUNTY'S CREDIT

The Engineer shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Engineer further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16
DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All tracings, plans, specifications, maps, computer files, permits, and/or reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived therefrom (hereinafter "the deliverables"), shall be considered works made for hire and shall be the property of the County and may be reproduced, used and reused at the discretion of the County. Neither party shall copyright any material and products or patent any invention developed under this Contract, except with the prior written agreement of the governing board of the County and the Engineer and upon such terms as may be then negotiated between the parties. The County acknowledges that the deliverables provided by the Engineer are intended by the Engineer for use only as to the projects which are the subject of this Agreement and the applicable Task Order and are not intended for reuse on extensions of such projects or any other project. Use of the deliverables for any project other than the Task Order for which such deliverables were intended without the written consent of the Engineer shall be at the sole risk of the user, without recourse to the Engineer.

Where documents must be filed with other government agencies, the Engineer will

furnish copies to the County upon request. The County shall have the right to visit the Engineer's work site for inspection of the work and the drawings of the Engineer at any time.

The Engineer shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all such documents and materials prepared by and for the County under this Contract.

Except as otherwise required pursuant to law, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Engineer and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent.

The provisions of this article shall survive the termination of this Contract.

ARTICLE 17 **INDEPENDENT CONTRACTOR RELATIONSHIP**

The Engineer is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the Engineer's sole direction, supervision, and control.

The Engineer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Engineer's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County. The Engineer does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 18 **NO WARRANTY BY COUNTY**

Approval by the County of any of the Engineer's work, including but not limited to drawings, design specifications, written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the Engineer of

responsibility for the technical accuracy and adequacy of the work. Neither the County's review, approval or acceptance of, or payment for, any of the services furnished under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The Engineer shall be and remain liable in accordance with all applicable laws for all damages to the County caused by the negligent performance by the Engineer or any of its subcontractors of any of the services furnished under this Contract. The Engineer hereby warrants that all designs, drawings, plans and specifications, written works, or any work product are compliant with all applicable codes, laws, ordinances, standards, etc. in effect at the time the design is submitted for permit. The County has the right to rely upon all such professional representations and services provided under this Contract.

ARTICLE 19 **ACCESS AND AUDITS**

The Engineer shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work under each Task Order for at least three (3) years after completion of this Contract. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 20 **COMPLIANCE WITH LAWS**

The Engineer and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, ordinances and codes which may pertain or apply to the professional services that may be rendered pursuant to this Contract, including but not limited to the following:

- A. All final plans, documents, reports, studies, permits and other data prepared by the Engineer shall bear the design professional's seal/signature, in accordance with the applicable Florida Statutes that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, in effect at that time.
- B. Chapter 337.162 Florida Statutes applies as follows:
 - 1. If the County has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it

will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

2. Any person who is employed by the County and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint shall be confidential.
 3. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455 and applicable state law.
- C. The Engineer shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, disability, age, religion, gender, or national origin in the performance of work under this Contract.
- D. The Engineer warrants that the Engineer has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the County shall have the right to immediately terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration. No member of the County, and no other officer, employee, or agent of the County who exercise any functions or responsibilities in connection with the carrying out of the projects to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.

- E. The Engineer shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer, or its sub-Engineers, in conjunction with this Contract. Failure by the Engineer to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the County. Engineer shall comply with all public records laws, including, but not limited to, Section 119.0701, Florida Statutes.

- F. The Engineer agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or any particulars thereof, during the term of this Contract, without first notifying the County and securing its consent in writing.

- G. Engineer covenants and agrees that it, its employees, and its subcontractors shall be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Contract.

ARTICLE 21
ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Engineer agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22
ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all

such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 23
AUTHORITY TO PRACTICE ITS PROFESSION

The Engineer hereby represents and warrants that it has all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Engineer to render the professional services provided herein.

The Engineer shall, during the life of this Contract, keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Engineer to render the professional services provided herein.

The Engineer shall immediately give written notice to the County should any necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Engineer to render the professional services provided herein be suspended, revoked or otherwise impaired, temporarily or permanently, regardless of fault of the Engineer.

The Engineer shall also require all subcontractors to comply by contract with the provisions of this article.

ARTICLE 24
SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25
AMENDMENTS AND MODIFICATIONS

No Task Orders and/or modifications of this Contract shall be valid unless in

writing and signed by each of the parties. All Amendments and modifications shall be in the form of a change order or Task Order.

The County reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Engineer of the County's notification of a contemplated change, the Engineer shall (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County in writing if the contemplated change shall affect the Engineer's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Engineer shall suspend work on that portion of the Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue a Task Order for changes to a task in progress or a contract change order if the original contract is being changed or amended and the Engineer shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

ARTICLE 26
ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for modifications issued after execution of this Contract, will be enumerated in each Task Order.

ARTICLE 27
APPLICABLE LAW, JURISDICTION, VENUE AND WAIVER OF JURY TRIAL

This Contract shall be governed by the laws of the State of Florida. The exclusive jurisdiction and venue for any arbitration, mediation and/or litigation concerning or related to this Contract shall be the County Court and the Circuit Court in and for Columbia County, Florida. All controversies, claims, or disputes shall be decided by a judge, without a jury. The parties knowingly and voluntarily waive their right to a trial by jury for all such controversies, claims and disputes.

ARTICLE 28
ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 29
CONTRACT TO BE NON-EXCLUSIVE

This Contract is non-exclusive. The County shall have the right, but not the obligation, to use the Engineer under the terms of this Contract for any particular project or part of a project. This Contract shall not be construed to require the County to: (1) use the Engineer for any particular project or type of project, (2) use the Engineer on a regular basis, (3) use the Engineer for any minimum number of tasks, or (4) pay the Engineer any minimum compensation. The County may enter into other continuing contracts with and utilize other firms or professionals for the performance of services which are similar or identical to the services which might otherwise have been awarded to the Engineer under this Contract. The County may, from time to time, issue separate requests for proposals and enter into separate contracts for the performance of services which are similar or identical to the services which might otherwise have been awarded to the Engineer under this Contract. All such actions shall be subject to the sole discretion of the County.

ARTICLE 30
NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Mr. David Kraus
County Manager
Post Office Box 1529
Lake City, Florida 32056-1529

and if sent to the Engineer shall be mailed to:

_____.

ARTICLE 31
MISCELLANEOUS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect. The terms of this Contract are for the exclusive benefit of the parties to this Contract and shall not create any right or obligation in any person or entity not a signatory hereto.

EXECUTED by the County, **COLUMBIA COUNTY, FLORIDA**, this _____ day of _____, 2022.

COLUMBIA COUNTY, FLORIDA

By: _____
Robby Hollingsworth, Chairman
Board of County Commissioners

ATTEST:

James M. Swisher, Clerk of Courts

Form Approved by: _____
County Attorney

ENGINEER:

EXECUTED by the Engineer, _____, this
____ day of _____, 2022.

Print: _____

Title: _____

Witness

Witness

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 _____
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.

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 _____

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(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(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 _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.