

## REQUEST FOR QUALIFICATION INSTRUCTIONS

### REQUEST FOR QUALIFICATIONS NO. 2024-11 ELLISVILLE TRANSPORTATION

NOTICE IS HEREBY GIVEN that in accordance with F.S. 287.055 the Consultant's Competitive Negotiation Act (CCNA), sealed qualifications will be received until **3:00 P.M., Monday, August 19, 2024** at the Columbia County Board of County Commissioners, Purchasing Department, 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32055.

Qualifications will be opened at **3:00. P.M.**, or as soon thereafter, on **Monday, August 19, 2024** at the same location in the presence of the Purchasing Department staff and all other interested persons.

#### **TIMETABLE**

**Date of Advertisement: 07/17/24**

**Last Date of Inquiries: 08/12/24**

**Final Addendum: 08/15/24**

**BID Due: 08/19/24 3:00PM**

**BID Open: 08/19/24 after 3:00PM**

**Issued By: Purchasing Department**  
[ejones@columbiacountyfla.com](mailto:ejones@columbiacountyfla.com)

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

**BCC: September 5, 2024 (or later)**

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

An original and three copies of the Qualification and one (1) USB thumb drive must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

INTRODUCTION

**SOLICITATION OF LETTERS OF INTEREST AND STATEMENT OF QUALIFICATIONS**

**RFO 2024-11 ELLISVILLE TRANSPORTATION**

**INTENT AND GENERAL INFORMATION**

This project includes

- operational improvements to the I-75 (SR 93) at SR 25 (US 41 / US 441) interchange, and
- improvements to US 41/441 from 3,600 ft south to the I-75 Southbound ramps to SR 238 in Columbia County, Florida.

The consultant must be pre-qualified in the following work groups per Florida Administrative Code Rule 14-75:

**Major Work Groups:**

3.1, 3.2, 3.3

**Minor Work Groups:**

4.1.1

6.2

7.1, 7.2, 7.3

8.1, 8.2

9.1, 9.2, 9.4, 9.4.1, 9.5

**SUBMITTAL**

An original and three (3) copies for a total of four (4) and one thumb drive of each submission or alternate submissions must be received in a sealed envelope prominently marked on the outside with the words “**RFQ 2024-11 ELLISVILLE TRANSPORTATION**”.

**DEADLINE** for receipt of submittals or alternate submittals in response to this Request is **August 19, 2024 at 3:00 P.M.** Proposals should be mailed to CCBCC, P.O. Box 1529, Lake City FL 32056-1529, or hand delivered to: CCBCC, 135 NE Hernando Ave. Room 203, Lake City, FL 32055. Submissions by fax or other electronic media will not be accepted under any circumstances. Late submissions will not be accepted, but will be returned unopened to the sender at the sender’s expense.

**PROHIBITION OF LOBBYING IN PROCUREMENT MATTERS.**

During the period between the time the submittals for invitation for proposals, request for qualifications or information, or the invitation to negotiate, as applicable, has been issued by CCBCC and the time the CCBCC awards the contract, no proposer, no lobbyist, principal, or other person may lobby on behalf of a competing party in a particular procurement matter, either any member of the Board, or any CCBCC employee. Violation of the provision may result in disqualification of violating party.

The below scope of services would apply to any and all work within the Florida Department of Transportation (hereinafter referred to as the DEPARTMENT) owned right of way.

## **SCOPE OF SERVICES**

### **Provisions for Work**

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments developed from prior studies and/or activities.

The services performed by the CONSULTANT must comply with all applicable DEPARTMENT's manuals, procedure, policies, and guidelines. Specifically, the CONSULTANT must comply with DEPARTMENT's Project Development and Environmental (PD&E) Manual, FDOT Design Manual (FDM), Structures Manual, and Computer Aided Design and Drafting (CADD) Manual. The DEPARTMENT's manuals and guidelines incorporate, by requirement or reference, all applicable federal and state laws, regulations, and Executive Orders. The CONSULTANT will use the latest editions of the manuals, procedures, and guidelines to perform work for this project.

The CONSULTANT shall use the latest edition of the FDOT Standard Specifications for Road and Bridge Construction and the FDOT Standard Plans for Road Construction.

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.

### **Public Involvement**

The CONSULTANT shall prepare the necessary materials for use in public meetings. The CONSULTANT shall attend public meeting(s), assist with meeting setup and take down. The CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments.

It is estimated for this project there will be 1 Public meeting during the design.

### **Selective Clearing and Grubbing**

The CONSULTANT shall include in the plans instructions for the care and maintenance of the plant preservation areas, and selective clearing and grubbing areas throughout the construction period. The CONSULTANT will coordinate with the District Landscape Architect to ensure that the intent of the plant preservation areas is in alignment with future highway landscape plans. The CONSULTANT should be knowledgeable in arboricultural practices to the extent that they are able to deliver detailed and informed Selective Clearing and Grubbing Plans.

### **Environmental Permits and Environmental Clearances**

The CONSULTANT shall collect the data and information necessary to prepare the permit applications and obtain the environmental permits and authorizations required to construct the project. The CONSULTANT shall prepare each application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform work. The CONSULTANT shall copy in the DEPARTMENT'S Environmental Permit Coordinator on all permit related correspondence and meetings. The application packages must be approved by the DEPARTMENT prior to submittal to regulatory agencies.

### **Miscellaneous Structures**

The CONSULTANT shall analyze, design, and prepare plans for proposed Miscellaneous Structure(s) such as mast arms, overhead/cantilever sign structures, and high mast lighting in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

### **Roadway Analysis and Plans**

The CONSULTANT shall prepare a Typical Section Package.

The CONSULTANT shall prepare a Pavement Design Package.

The CONSULTANT shall collect existing cross-slope data, determine roadway limits where cross-slope is potentially out of tolerance, and determine a resolution.

The CONSULTANT shall prepare all applicable report(s). Reports are to be delivered as a signed and sealed pdf file.

The CONSULTANT shall prepare the documentation necessary to gain DEPARTMENT approval of all appropriate Design Variation Memorandums, Formal Design Variations and/or Design Exceptions.

A Project Design Variation Memorandum (FDM Form 122-B) shall be prepared to document all non-controlling design elements for a project that do not meet DEPARTMENT criteria. Those elements requiring a more detailed analysis, as per FDM Section 122.2, shall be submitted as Formal Design Variations or Design Exceptions.

The CONSULTANT shall design the geometrics using the Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility For Life Program, access management, PD&E documents and scope of work. The CONSULTANT shall also develop utility conflict

information to be provided to project Utility Coordinator in the format requested by the DEPARTMENT.

The CONSULTANT shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit stops, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities.

The CONSULTANT shall investigate the need for temporary traffic signals, temporary highway lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the DEPARTMENT.

The CONSULTANT shall prepare Roadway, TTCP, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction: Key Sheet & Signature Sheet, Typical Section Sheets, Cross Slope Correction Details, General Notes/Pay Item Notes, Project Layout/Model Management, Plan View (Plan Sheets), Profile View (Plan/Profile Sheets), Special Profiles, Sidewalk Profiles, Interchange Layout Sheet, Details, Soil Survey Sheets, Cross Sections, TTCP, Utility Adjustment Sheets, Project Control Sheets, and Utility Verification Data (SUE Data).

### **Drainage Analysis and Plans**

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the DEPARTMENT's Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and the DEPARTMENT's staff.

Populating and coordination of the utility conflict matrix for all drainage structures.

Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

Evaluate pond sites using a preliminary hydrologic analysis. Document the results and coordination for all the project's pond site analyses. The Drainage Manual provides specific documentation requirements.

Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations, design the outlet control structure and buoyancy calculations for pond liners when necessary.

Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.

Determine acceptable options for pipe materials using the Culvert Service Life Estimator.

Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction: Drainage Map (including interchanges), Bridge Hydraulics Recommendation Sheets, Drainage Structures, Lateral Ditches, Retention/Detention/Floodplain Compensation Ponds.

### **Signing and Pavement Markings**

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

### **Signalization**

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

### **Lighting**

The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall prepare a set of Lighting Plans in accordance with

all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

## **Survey**

The CONSULTANT shall perform all survey services necessary to prepare the engineering design and construction plans. Survey services and deliverable data must be in accordance with the DEPARTMENT'S current procedures, including special instructions and directions issued in writing by the DEPARTMENT'S Survey Manager. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code. The CONSULTANT shall provide the DEPARTMENT with legible copies of all pertinent information utilized in making the field survey. All field survey data gathered by use of electronic field book will be furnished in a FDOT approved readable format. All surveys performed for the DEPARTMENT shall be in compliance with the Statewide Surveying and Mapping Handbook as well as specific District Two Survey and Mapping Guidelines and Checklists and will require a certified surveyors report by a Professional Surveyor and Mapper, licensed to practice in the State of Florida.

## **Geotechnical**

The CONSULTANT shall be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with DEPARTMENT standards, or as otherwise directed by the District Geotechnical Engineer. The District Geotechnical Engineer will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.

Before beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit an investigation plan for approval and meet with the DEPARTMENT's Geotechnical Engineer or representative to review the project scope and DEPARTMENT requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

The CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

The CONSULTANT shall be responsible for coordination of all geotechnical related field work activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by the District Geotechnical Engineer. Obtain pavement cores as directed in writing by the District Geotechnical Engineer.

If required by the District Geotechnical Engineer, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by the District Geotechnical Engineer.

The CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by the District Geotechnical Engineer. All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

For Roadway, the CONSULTANT shall:

- Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.
- Stake borings and obtain utility clearance.
- Coordinate and develop Temporary Traffic Control Plan (TTCP). All work zone traffic control will be performed in accordance with the DEPARTMENT's Standard Plans Index 102 series.
- Coordinate all field work required to provide geotechnical data for the project.
- Refine soil profiles recorded in the field, based on results of laboratory testing.
- Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses. Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.
- Calculate parameters for water retention areas, exfiltration trenches, and/or swales.
- Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.
- Create electronic files of boring data for cross-sections.
- Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.
- Provide Roadway EOR guidance on the radius to review existing structures for monitoring. Optional services (may be negotiated at a later date if needed): Identify existing structures in need of settlement, vibration and/or groundwater monitoring by the contractor during construction and coordinate with the EOR and structural engineer (when applicable) to develop mitigation strategies. When there is risk of damage to the structure or facility, provide recommendations in the geotechnical report addressing project specific needs and coordinate those locations with the EOR. See FDM Chapter 117 and Chapter 9 of the Soils and Foundations Handbook.
- Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and

discussion of any special considerations (e.g. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

- If a pavement evaluation is performed, submit the report in accordance with Section 3.2 of the Materials Manual: Flexible Pavement Coring and Evaluation. Enter all core information into the Pavement Coring and Reporting (PCR) system.
- The Final Roadway Report shall include the following:
  - Copies of U.S.G.S. and S.C.S. maps with project limits shown.
  - A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Plans Indices 120-001 and 120-002.
  - The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
  - An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
  - The CONSULTANT will respond in writing to any changes and/or comments from the DEPARTMENT and submit any responses and revised reports.
- Draft auger borings as directed by the DEPARTMENT.
- Draft SPT borings as directed by the DEPARTMENT.

For Structures, the CONSULTANT shall:

- Develop a detailed boring location plan. Meet with DEPARTMENT Geotechnical Project Manager for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to the DEPARTMENT for approval prior to commencing with the boring program.
- Stake borings and obtain utility clearance.
- Coordinate and develop Temporary Traffic Control Plan (TTCP). All work zone traffic control will be performed in accordance with the DEPARTMENT's Standard Plans Index 102 series.
- Collect corrosion samples for determination of environmental classifications.
- Coordinate all field work required to provide geotechnical data for the project.
- Refine soil profiles recorded in the field, based on results of laboratory testing.
- Tabulate laboratory test results for inclusion in the geotechnical report and for any necessary calculations and analyses.
- Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.
- Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.
- The final reports shall include the following:
  - Copies of U.S.G.S. and S.C.S. maps with project limits shown.

- Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the DEPARTMENT's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.
- Final reports will incorporate comments from the DEPARTMENT and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to the District Geotechnical Engineer for review prior to project completion. After review by the District Geotechnical Engineer, the reports will be submitted to the District Geotechnical Engineer in final form and will include the following:
  - All original plan sheets (11" x 17")
  - One set of all plan and specification documents, in electronic format, according to DEPARTMENT requirements
  - Two sets of record prints
  - Six sets of any special provisions
  - All reference and support documentation used in preparation of contract plans package
- Additional final reports (up to four), aside from stated above, may be needed and requested for the DEPARTMENT's Project Manager and other disciplines.
- The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.
- Draft the detailed boring/sounding standard sheet, including environmental classification,
- results of laboratory testing, and specialized construction requirements, for inclusion in final plans.
- Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by the DEPARTMENT. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.
- Other geotechnical effort specifically required for the project as determined by the DEPARTMENT and included in the geotechnical upset limit.

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

## Utilities Coordination

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with DEPARTMENT personnel to coordinate transmittals to utility companies and meet production schedules.

The CONSULTANT shall ensure FDOT standards, policies, procedures, practices, and design criteria are followed concerning utility coordination.

The CONSULTANT may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. The CONSULTANT shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the CONSULTANT proposal. The Utility Coordination Manager shall be required to satisfactorily demonstrate to the FDOT District Utilities Administrator that they have the following knowledge, skills, and expertise:

- A minimum of 4 years of experience performing utility coordination in accordance with FDOT, Federal Highway Administration (FHWA), and American Association of State Highway and Transportation Officials (AASHTO) standards, policies, and procedures.
- A thorough knowledge of the FDOT plans production process and District utility coordination process.
- A thorough knowledge of FDOT agreements, standards, policies, and procedures.
- The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:
  - Assuring that Utility Coordination and accommodation is in accordance to the FDOT, FHWA, and AASHTO standards, policies, procedures, and design criteria.
  - Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
  - Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
  - Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
  - Identifying and coordinating the completion of any FDOT or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
  - Review and certify to the District Utilities Administrator that all Utility Work Schedules are correct and in accordance with the DEPARTMENT's standards, policies, and procedures.
  - Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

The CONSULTANT's utility coordination work shall be performed and directed by the Utility Coordination Manager that was identified and approved by FDOT. Any proposed change of the approved Utility Coordination Manager shall be subject to review and approval by FDOT prior to any change being made in this contract.

### **TERMS AND CONDITIONS**

Conformity and adherence to the terms and conditions of this solicitation shall be a condition considered by CCBCC as part of its review process. In determining submission acceptance, any data submitted or related to the offeror's proposal, required or voluntary, shall be subject to evaluation as deemed appropriate and in the best interest of the County, including the conduct of the offeror or any representative of the offeror with regard to an CCBCC official or employee. Inaccurate and misleading information provided in an offeror's proposal may result in rejection of the proposal.

Submittals in response to this solicitation will be reviewed against the criteria listed herein above, and award of contract(s) shall be made in accordance to standard purchasing procedures, the CCBCC Procurement Policy and applicable regulations of the State of Florida.

Submittals will be evaluated on the basis of submitted materials, references, and interviews as applicable.

Evidence of current professional registration (engineering) is required.

**A certificate of Insurability** for professional errors and omission liability shall be provided before contract execution at minimum amounts as follows:

### **SUBMITTAL**

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. It is requested that the response be no more than **20** pages (excluding resumes and reference letters) and titled Letter of Interest and Statement Qualifications, RFQ # 2024-11. Resumes shall be limited to two pages per person that will be assigned to CCBCC projects.

The CONSULTANT shall furnish construction contract documents as required by the DEPARTMENT to adequately control, coordinate, and approve the work concepts. For the purpose of scheduling, the CONSULTANT shall allow for a four-week review time for each phase submittal and any other submittals as appropriate. The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. The CONSULTANT shall provide Modified Special Provisions as required by the project. The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The DEPARTMENT makes available software to help assure quality and

conformance with policy and procedures regarding CADD. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

The submittals should include the following:

- Description of the consulting firm's expertise in meeting the needs of the County.
- Brief overview of the consulting firm's history and organization that includes the name of the consulting firm's contact person, telephone, fax number and email address.
- Resumes of all personnel that will be assigned to the project(s) with a copy of their professional license. Provide client contact information for all projects listed in resumes.
- List a maximum of five (5) recent projects that the consulting firm performed during the past five (5) years to indicate proficiency in similar work. If available, please provide client **reference letters** on these projects. The correspondence shall be from the current contact person and include a telephone number
- Identification and address of any sub consultants that will be involved, including a description of qualifications.
- Provide a short narrative outlining your projects approach to manage a project in order to meet schedule, budget requirements and how the consulting firm determines cost/benefit ratio for a proposed project.
- Describe the current workload and the consulting firm's daily ability to handle the scope of services.
- Relative to the scope of services for the projects, describe the specific ability of the firm. Include any innovative approaches to providing the services: briefly describe your quality assurance/quality control program. Describe how your consulting firm ensures constructability and design performance of projects. Describe how your consulting firm interacts with the regulatory agencies.

## SELECTION AND EVALUATION PROCEDURES

The CCBCC will utilize a selection committee consisting of CCBCC staff who will review and rank all proposals received. The evaluation criteria listed below will be utilized to evaluate the individuals and consulting firms and the selection committee will narrow the final list to no more than three (3) individuals and consulting firms. The final three selected individuals and firms may be invited to give an oral presentation to the CCBCC. The Board shall be the sole judge of its own best interests, the proposals and the resulting negotiated agreement. The Board's decision will be final.

Consulting firms will be evaluated using a number of factors including, but not limited to, the following:

1. Experience and expertise of the consulting firm to meet the needs of the County. Experience working with regulatory agencies. (20 points)
2. Qualifications and abilities of Professional Personnel. (15 points)
3. Firm's experience and expertise involving the scope of service for this RFQ. (15 points)
4. Client reference letters (five references). (15 points)
5. Ability to work with the County and applicable departmental staff. (10 points)
6. Ability to complete projects in a timely manner. (15 points)
7. Quality of submittal (clarity, conciseness and compliance with the requirements in the Request for proposal). (10 points)

SCORE SHEET – TO BE USED BY THE SELECTION COMMITTEE  
**RFQ 2024-11 RATING CRITERIA**

All submittals received in accordance with this Request for Statement of Qualifications will be evaluated using the following worksheet.

	<u>Max Score</u>	<u>Rating</u>
1. Firm's Qualifications, Expertise, Experience with Regulatory Agencies	<u>20</u>	_____
2. Qualifications and Abilities of Professional Personnel	<u>15</u>	_____
3. Consultant Experience with Scope of Services for RFQ	<u>15</u>	_____
4. Client References for similar Projects	<u>15</u>	_____
5. Ability to work with County and solid waste staff	<u>10</u>	_____
6. Ability to complete project in a timely manner	<u>15</u>	_____
7. Quality of Submittal	<u>10</u>	_____

SAMPLE SCORES:

- 0 Non-responsive-included no information on subject criteria
- 1 Poor
- 3 Fair
- 5 Average
- 7 Good
- 10 Excellent

**Name of Consultant Being Scored:** \_\_\_\_\_

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

- a. The number assigned to the particular Request for Qualifications.
  - b. The title of the Bid exactly as it appeared in the Request for Qualifications.
  - c. The date of the Bid Opening.
1. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
  2. **Americans with Disabilities Act:** In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Columbia County ADA Coordinator, by mail, at P.O. Box 1529, Lake City, FL 32056, or by telephone at (386) 755-4100, no later than seven (7) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting 1-386- 758-2139 (TDD).
  3. **Award:** The Request for Qualifications (RFQ) will be awarded to the responsible Firm submitting a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered.
  4. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
  5. **Bid Preparation Costs:** By submission of a Bid, The Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
  6. **Bid Protests:** Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision. Full bid protest procedures can be found in Section 304.8 of the County Purchasing Policy which can be found on the County's website by following the appropriate links from the Home page at <https://www.columbiacountyfla.com/Purchasing.asp>

7. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Department of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Department of Corporations at (850) 245-6000. Online- filing is available at: <http://dos.myflorida.com/sunbiz>
8. **Cancellation of RFQ:** Columbia County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
9. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Columbia County Board of County Commissioners. Further, all proposers must disclose the name of any Columbia County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.
10. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration as applicable, prior to award of this Bid.

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

- a. State of Florida, Department of Professional Regulation as Professional Engineer.
  - b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.
  - c. Sub-Contractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the Sub-Contractor.
11. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Columbia County seal nor the logo may be used or provided to non-Columbia County government users for use on company Bids, presentations, etc.
  12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances

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where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

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

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

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

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

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

- a. Commercial General Liability

i. General Aggregate	\$1,000,000
ii. Products and Completed Operations Aggregate	\$1,000,000
iii. Personal and Advertising Injury	\$1,000,000

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iv. Each Occurrence	\$1,000,000
v. Fire Damage (any one fire)	\$50,000
vi. Medical Expense (any one person)	\$5,000
b. Automobile Liability	\$1,000,000

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

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

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

Upon being awarded the Bid, the Bidder must provide proof that such insurance will be in effect from the date of commencement of the project. The Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage must include all independent Contractors and Sub- Contractors. Either prior to or simultaneously with the execution of the Contract, the successful Bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Columbia County, a political subdivision of the State of Florida; and The Board of County Commissioners, Columbia County, Florida, its Employees, agents, boards and commissions, as their interests may appear” as “Additional Insured.” The certificate of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

- 17. Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Columbia County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
- 18. Negotiations:** After due consideration, Columbia County intends to entertain a short list of firms. Staff will begin negotiations with the number one ranked firm derived from the Columbia

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County Board of County Commissioners short listing. If negotiation with the firm is successful, contract procedures will be initiated. If a successful negotiation cannot be reached, the County will begin negotiations with the number two, then number three ranked firm if deemed necessary by the County.

19. **No Bid:** Each company not intending to respond to this Bid should reply with a written “No Bid Statement”. Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
20. **No Contact Period:** During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or any member of the designated Evaluation Committee or any agent of the County regarding the Request for Proposals in any respect, with the exception of (i) Inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Proposals (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.
21. **Payments:** All payments made under this Proposal will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
22. **Presentations:** At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.
23. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply - Bidder attests that they have not been placed on the Convicted Vendor List.
24. **Public Records – Proprietary/Confidential Information:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that proposals are public record. Proposers should identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing

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specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

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

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

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

27. **Sub-Contractors:** The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

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

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

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

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debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

30. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
  
31. **Withdrawal of Bid:** Bids may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.

## SECTION I. GENERAL INSTRUCTIONS

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

1. The following criteria are used in determining low responsible bidder:
  - A. The ability, capacity and skill of bidder to perform required service.
  - B. Whether the bidder can perform service promptly or within specified time.
  - C. The determined character, integrity, reputation, judgment, experience and efficiency of bidder.
  - D. The performance of previous contracts with Columbia County or entities similar to Columbia County.
  - E. The suitability of equipment or material for County use.
  - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net thirty (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Where applicable, the provided unit price will prevail in case of discrepancies or other errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Officer immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. The County shall not be liable for any bid opened prematurely if that bid was not sealed in a properly marked envelope.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or accepted if determined to be in the counties best interest.
11. Bids received late will not be accepted. It is the bidder's sole responsibility to ensure proposals are timely delivered and received before the deadline.
12. Telephone and facsimile bids will not be accepted under any circumstances. Should a timely delivered bid be misplaced by the County but later found before ranking occurs, the

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

13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects with a project budget exceeding \$40,000.
14. Upon request of the Purchasing Office or County Manager, a bidder must provide proof that the bidder has the requisite organization, capital, plant, stock, ability, and experience to perform the contract contemplated by the Request for Proposals/Qualifications or Invitation to Bid.
15. Any alterations, erasures, additions, or omissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery

and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.

23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
28. Unless otherwise specified, the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. The County reserves the right to reject any quotations or specifications and the right to waive minor discrepancies as to all bidders equally, when such rejection or waiver is deemed to be in the best interest of the County. For unit priced items, the County may elect to purchase part, all, or none of the materials, supplies, or equipment specified in a bid.
30. The bidder or the bidder's authorized representative or agent must sign the bid in the space provided. Unsigned bids will be rejected. Signature must be "wet" signatures in ink. Typewritten or printed signatures will not be accepted.
31. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids.
32. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is

willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his/her designee shall have the power to notify the contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Officer, he shall have the power to take whatever action necessary to complete the work or delivery and the expense shall be deducted from any paid by the County out of such monies as may become due to the said contractor. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her designee of the excess due.

33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification.
37. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
38. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
  - A. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
  - B. All persons, including subcontractors, assigned by the Vendor/Contractor to

perform work pursuant to the contract with the County.

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

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RFQ CHECKLIST (Required Forms):

Please submit the items on the following list and any other items required by any section of this Request for Proposals. The checklist is provided as a courtesy and may not be inclusive of all items required within this Request for Proposals:

- \_\_\_\_\_ Completed RFQ Response Sheets with Signatures
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Public Entity Crimes Statement
- \_\_\_\_\_ Drug Free Workplace
- \_\_\_\_\_ Conflict of Interest Form
- \_\_\_\_\_ W-9
- \_\_\_\_\_ Certification/Debarment/Suspension
- \_\_\_\_\_ Equal Opportunity/Affirmative Action Statement
- \_\_\_\_\_ Technical Proposal with required original, copies, and USB

**RFQ RESPONSE SHEET**

The Board of County Commissioners, Columbia County, reserves the right to accept or reject any and/or all proposals in the best interest of Columbia County.

\_\_\_\_\_  
Ron Williams, Chair

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

\_\_\_\_\_  
(Firm Name)

BY: \_\_\_\_\_  
(Authorized Representative)

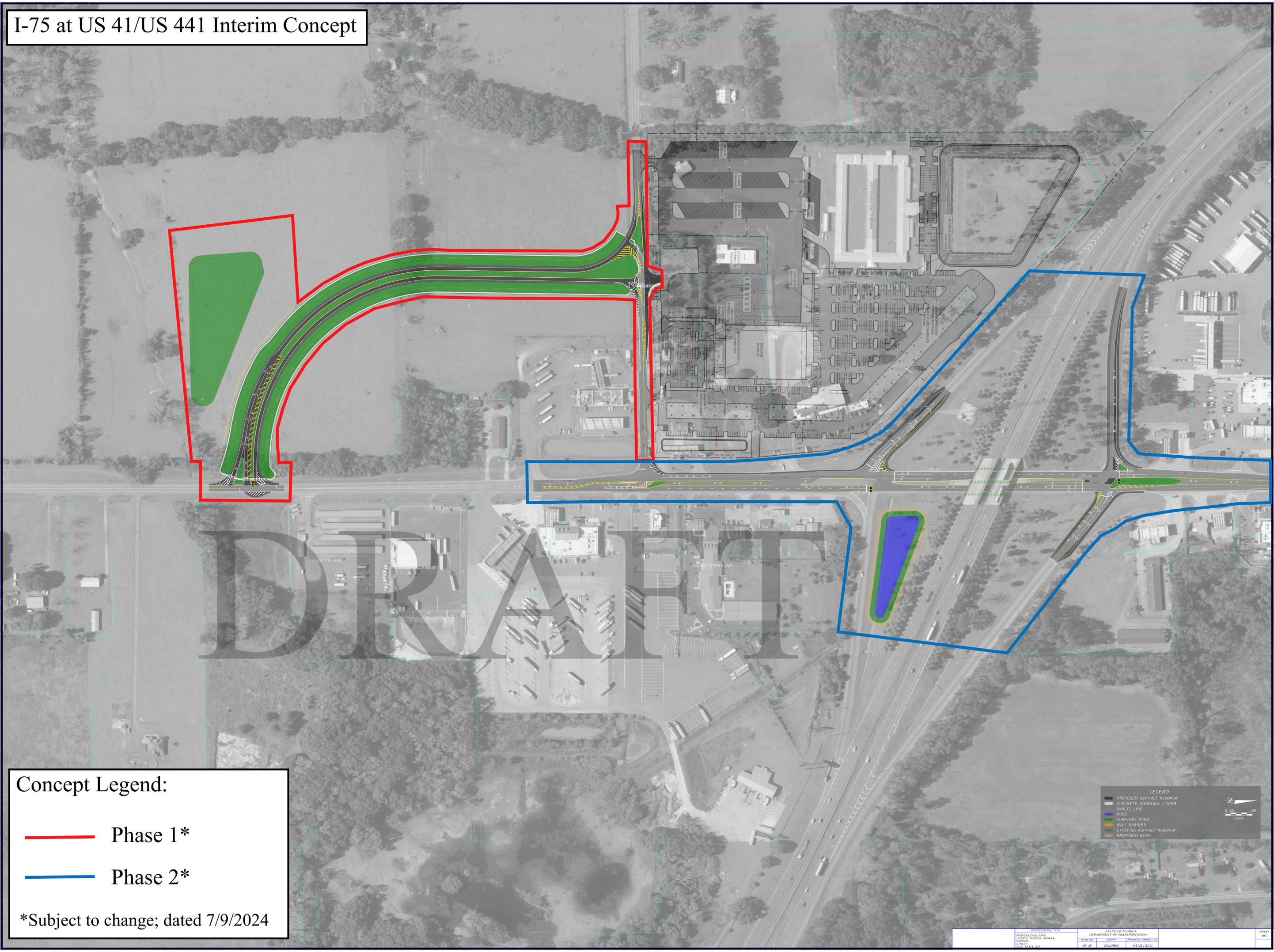
\_\_\_\_\_  
(Printed or Typed Name)

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

TELEPHONE: \_\_\_\_\_

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

# I-75 at US 41/US 441 Interim Concept



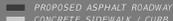
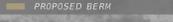
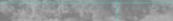
**Concept Legend:**

 Phase 1\*

 Phase 2\*

\*Subject to change; dated 7/9/2024

**LEGEND**

-  PROPOSED ASPHALT ROADWAY
-  CONCRETE SIDEWALK / CURB
-  PARCEL LINE
-  POND
-  TURF/DRY POND
-  WALL BARRIER
-  EXISTING ASPHALT ROADWAY
-  PROPOSED BERM

Scale: 0 20 100 Feet

PROFESSIONAL SEAL	STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION	PROJECT NO.	DATE
PROFESSIONAL NAME	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	ISSUE NO.
LICENSE NUMBER #####	SR 25	COLUMBIA	445754-S2-B1	
COMPANY				
2101 STATE ST.				



Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name of Organization: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

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

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

## Public Entity Crimes Statement

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

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

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

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

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

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

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

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

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

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

correct at the time of submission.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

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

County OF \_\_\_\_\_

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

(stamp)

NOTARY PUBLIC, State of \_\_\_\_\_

## **Drug-Free Workplace Certification**

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

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

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

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

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

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

County OF \_\_\_\_\_

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

(stamp)

NOTARY PUBLIC, State of \_\_\_\_\_

## Conflict of Interest Statement

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

County OF \_\_\_\_\_

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

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

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

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Typed Name of AFFIANT

\_\_\_\_\_  
Title

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

County OF \_\_\_\_\_

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

(stamp)

NOTARY PUBLIC, State of \_\_\_\_\_



By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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

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

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

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Title

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Contractor/Firm

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Address

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

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

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Signature

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Title

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Contractor/Firm

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Address

## Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

### Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Columbia County, Florida, its Officers, employees and volunteers)  
General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Columbia County, Florida, its officers, employees and volunteers)-  
General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days' advance written notice of cancellation to County - General Liability,  
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place  Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_  
Typed or Printed

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)

## AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2024 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 and workmanlike 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.

CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

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 Consultant Services and the scope of services included in \_\_\_\_\_ along with Contractor's Submittal to the Bid/RFP/RFQ.

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 regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

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. Period of Service. The CONTRACTOR shall be available to begin its services promptly after receipt of a fully executed copy of this Agreement.
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. 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.

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

- General Liability, Each Occurrence: \$1,000,000
- 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 material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified 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 endorsed to the required policy, or policies, as an additional insured.

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 attorney fees and all cost of litigation and judgements arising out of 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 all errors or omissions therein which may be disclosed. The time, effort, and cost of the work necessary to correct those errors attributable to the CONTRACTOR 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 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 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 consultant 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](mailto: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.



## **EXHIBIT A**