

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

REQUEST FOR QUALIFICATIONS

QUALIFICATIONS ADVERTISEMENT DATE: JANUARY 24, 2024
MANDATORY PRE-BID CONFERENCE: FEBRUARY 13, 2024 at 10:00 AM
QUESTIONS DEADLINE: FEBRUARY 20, 2024
QUALIFICATIONS DUE DATE and OPENING: FEBRUARY 27, 2024 at 3:00 PM
EVALUATION COMMITTEE: MAR. 4, 2024 TO MAR. 8, 2024
BOCC APPROVAL: MARCH 21, 2024 (subject to change)

Issued By: Purchasing Department

ejones@columbiacountyfla.com

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

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

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

The attached invitation shall become part of any purchase order and/or contract resulting from this Request for Qualification. The firm or individual, by any other name, responding to this RFQ may be referred to as the proposer, respondent, by actual name or other unambiguous term. The burden of clarity in any response is on the proposer. Further, the terms firm and individual are used interchangeably.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

TABLE OF CONTENTS

1. ADVERTISEMENT	PAGE: 3-4
2. GENERAL REQUIREMENTS	PAGE: 5
3. WORK PLAN AND INTRODUCTION	PAGE: 6
4. SCOPE OF WORK	PAGE: 7
5. TECHNICAL PROVISIONS	PAGE: 8-9
6. SELECTION CRITERIA	PAGE: 10-12
7. SUPPLEMENTAL PAPERWORK	PAGE: 13-27
8. SAMPLE AGREEMENT	PAGE: 28- 34

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

**REQUEST FOR QUALIFICATIONS
2024-C
NUISANCE WILDLIFE DAMAGE CONTROL**

The Columbia County Board of County Commissioners will receive sealed proposals in the office of the Board of County Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055 until **3:00 PM** on **FEBRUARY 27, 2024**

Columbia County is seeking qualifications from qualified licensed contractors to provide an annual contract for the trapping and removing of live nuisance wildlife throughout Columbia County. Work locations are for County facilities and County properties only (to include public Right of Way). The nuisance wildlife animals will be alive at the time of trapping. This RFQ is NOT for general pest control services.

Specifications and bid forms may be obtained from the County's website <https://www.columbiacountyfla.com/PurchasingBids.asp>. Bidders are required to attend a **Mandatory Pre-Bid Conference at 10:00 AM on February 13, 2024**, please contact Kevin Kirby at (386) 623-5410. Pre-Bid Conference will be located at the Office of Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055. Questions regarding specifications and/or bid documents must be sent via email no later than **5:00 PM** on **FEBRUARY 20, 2024** to: ejones@columbiacountyfla.com

REQUEST FOR QUALIFICATIONS NO. 2024-C NUISANCE WILDLIFE DAMAGE CONTROL

The opened qualifications will be read aloud and preserved in the custody of the Purchasing Department for later examination for conformance to all bid requirements. Qualifications will not be valid unless received by the RFQ deadline and in a sealed envelope marked: "RFQ NO. 2024-C NUISANCE WILDLIFE DAMAGE CONTROL". Envelopes are to be submitted in person or delivered by courier to the above address.

During the Request for Qualification Period, from publication of the Notice of a Request for Qualifications 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 Qualifications 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 Qualifications (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 Qualifications.

The Board reserves the right to award Bids, Proposals or Qualifications which would be in the best interest of the County.

FOLLOWING THE BID OPENING, a tabulation will be posted on line at:
<https://www.columbiacountyfla.com/PurchasingBids.asp>

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY'S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER THE PURCHASING POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE. (NOTE: NO BID BOND REQUIRED WITH THIS RFQ).

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS REQUEST REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND TO WAIVE TECHNICAL AND NON-TECHNICAL OR NON-MATERIAL DEFECTS IN THE REQUEST OR SUBMITTAL OF ANY BIDS.

A person or affiliate who has been placed on the convicted bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on 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, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

GENERAL REQUIREMENTS

PURPOSE

The purpose of this Service Agreement is for Contractor to provide the necessary technical and operational assistance in identifying and controlling nuisance wildlife damage in Columbia County. Nuisance wildlife, as defined in Florida Administrative Code (FAC 68A-9.010) refers to an animal(s) exhibiting behavior that:

1. Causes (or is about to cause) property damage
2. Presents a threat to public safety
3. Causes an annoyance within, under or upon a building

The work will be undertaken in the context of furthering the overall health and vitality of these county-owned and managed conservation lands for present and future generations, increasing the economic, environmental and social benefits of these lands, and meeting ecological goals and objectives planned by the County.

WORK PLAN

INTRODUCTION

All Proposers should be familiar with the Wildlife Services (WS) program and its use as an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

REQUEST FOR ASSISTANCE

As a general rule, requests for assistance will be handled on a first-come, first-serve basis.

Efforts will be directed toward those areas with the most damage and complaints. County and State requests for assistance will be given first priority when the integrity of a road, highway or bridge is threatened by the effects of wildlife activity. In general, the following priorities will be observed when responding to requests for assistance and shall be limited to Columbia County:

1. County or State highways, roads and bridges
2. Industrial/corporate landowners
3. Individual landowners
4. Landowner associations
5. Cities or towns
6. Other State lands

Logistical or travel cost considerations may require that some requests be worked out of the above mentioned order. Request for help on County or State property should be made to CONTRACTOR. Request for assistance on state highways or bridges should be made through FDOT.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

SCOPE OF WORK

1. The Contractor shall coordinate with the County's Project Manager, who will perform inspections for the County and verify that the work has been completed in accordance with specifications as scheduled and handle problems that may arise.
2. The Assistant County Manager will be entitled at all times to be advised, at his/her request, as to the status and details of work being completed by the contractor in the format he/she requires. The contractor shall maintain coordination with the Assistant County Manager at all times. Either party shall be granted a conference upon request in a timely manner.
3. The County reserves the right to inspect, at any time, the contractors (or their sub-contractors) procedures or equipment. Inspection, however, shall not relieve the contractor of any obligations or responsibilities nor shall it transfer any liability to the County.
4. The Contractor shall be responsible for any lost or damaged materials and equipment staged or used on site. The Contractor shall be responsible for damages to existing property fencing or to adjacent properties. Any damaged or lost materials or any damage to existing fencing shall be repaired or replaced at no additional cost to the County.
5. It shall be the responsibility of the Contractor to keep gates closed and locked at all times, including while working on site and upon leaving the project site.
6. Soil disturbance within County property during equipment loading and unloading or by vehicles that become immobilized due to wet/mucky soils shall be avoided. If soil rutting does occur, the Contractor, to the County's satisfaction, shall level and grade these disturbances at no additional cost to the County.
7. The Contractor shall be responsible for identifying and locating all utilities within the project boundaries and access routes. Utilities damaged by the Contractor shall be the responsibility of the Contractor at no additional cost to the County.
8. The Contractor shall avoid disturbance to wetlands, cultural or historical sites, and protected species.
9. All equipment shall be cleaned prior to entering County lands and prior to commencement of work and shall be free of potential exotic species to avoid transference to the project site. County staff reserves the right to inspect the equipment prior to commencement of the project and during project activities.
10. Any trash brought onto County property shall be removed at the completion of daily activities. All spills of oil, fuel, or grease from machinery or during refueling and maintenance of equipment will immediately be contained and cleaned up by the Contractor at no additional cost to the County.
11. All staging and storage areas must be agreed to and must be acceptable to the Assistant County Manager. Areas used for staging or storage areas will be restored to original or better condition at the end of the project at no additional cost to the County. The Contractor shall stage their equipment at their own risk. Orange County is not responsible for damaged or stolen equipment.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

TECHNICAL PROVISIONS

1. The Assistant County Manager's staff will meet with the Contractor prior to initiation of the project to ensure that all aspects of each property and any project areas are clearly identified.
2. All Federal, State, and local permits required shall be obtained for nuisance wildlife capture and removals.
Permit fees and any violations of permit requirements are at the Contractors own expense. A copy of all permits shall be provided to the Assistant County Manager and be present with the Contractor during all nuisance wildlife activities as applicable.
3. Nuisance wildlife capture and removals will be on properties managed by the County and the work will be designated by the Assistant County Manager within certain areas of the properties where nuisance wildlife presence and/or damages are observed.
4. The Contractor shall use existing roads and fire lanes throughout the site to access the property and the project areas. The Contractor shall avoid all areas provided by the Assistant County Manager in an effort to protect listed species or areas with sensitive natural resources. The Contractor shall make every effort in order to avoid impacts to natural resources during nuisance wildlife removal.
5. Use of motorized vehicles shall be limited to established roads and trails. Vehicles shall not exceed 10 miles per hour. The Contractor's work shall not interfere with public use activities on the properties. All necessary precautions shall be taken to not interfere with public use. Should public use be disturbed, the Contractor shall report the incident to the Assistant County Manager immediately.
6. The Contractor shall provide the Assistant County Manager with the description, tag number and vehicle identification number for each vehicle to be used on the properties.
7. Nuisance wildlife live traps and or wireless traps or its equivalent shall be placed where they are obscure from public use areas. All trap locations and the number of traps used on each property shall be reported to and approved by the Assistant County Manager. Once the traps are designated, all changes to the trap locations/numbers shall be reported to and approved by the Assistant County Manager. All active live traps (traps set for capture) shall be checked at least once daily. All inactive live traps (traps not set for capture) shall be checked at least once monthly to ensure they have not been vandalized. Replacement or repair to any damaged or stolen live traps are at the Contractor's own expense. Nuisance wildlife found in traps shall be removed immediately.
8. Other means of nuisance wildlife capture and removal by the Contractor may be used with Assistant County Manager approval.
9. If other wildlife that is considered to be exotic, domestic, or protected by law is captured, the Contractor is to immediately contact the Assistant County Manager and Florida Fish and Wildlife for instructions on removal, transport and/or release.
10. The Contractor will be required to inspect seven (7) properties for new nuisance wildlife damage activity and sightings per month to determine if nuisance wildlife activity is occurring in new areas. These seven (7) properties will be determined monthly by the Assistant County Manager and will contain properties being actively trapped, other properties with known or unknown signs of nuisance wildlife damage and/or those properties where nuisance wildlife damage may threaten the success of a land management project. The Contractor shall report signs of nuisance wildlife activity that were not previously known to the Assistant County Manager following inspections.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

11. The Contractor may retain the captured wildlife for their own personal use if pursuant to all wildlife laws and regulations. The Contractor may not donate or sell captured wildlife to a third party. Any wildlife that is not to be removed from the property shall be disposed of by the Contractor at the direction of the Assistant County Manager.
12. A monthly summary report shall be supplied by the Contractor to the Assistant County Manager detailing the services provided. The report is due the first week of each month after the reporting month. Changes to the format may occur by the Assistant County Manager or with their approval.
13. The Contractor shall also keep track of all swine movements per the requirements of FDACS and report them to the Assistant County Manager as part of the monthly report. Individuals trapping feral swine must register with the Florida Department of Agriculture and Consumer Services (FDACS) as a Feral Swine Dealer (FSD). The registered FSD will receive an identification card that must be carried on their person when moving feral swine.
14. This authorization for nuisance wildlife trapping and removal is revocable, with or without cause, immediately upon either party giving written notice to the other. In such event, the Contractor shall have seven (7) days in which to remove any and all personal property, traps or other equipment, and vacate the properties.

DELIVERABLES

The Contractor shall provide monthly summary reports to the Assistant County Manager.

PERSONNEL

Technicians may be hired by, and work directly for the Contractor. Technicians will be full-time and/or temporary part-time employees. Technicians may work year-round as weather and other conditions allow. Technicians shall be covered under Contractor's insurance policy.

SUPERVISION

Technicians will be supervised by Contractor. Contractor will be responsible for meeting with county officials as needed, and overseeing general administrative tasks associated with the agreement and providing \$1,000,000 of liability insurance for himself and any personnel working with him in his obligations to the county. Record Keeping Technicians will record the number of each species of wildlife caught, the number of dams removed, and other statistics provided by the Assistant County Manager. All record keeping is coordinated by Contractor.

EDUCATIONAL EFFORTS

Educational efforts will be made to make landowners fully aware of what can and cannot be done to reduce nuisance wildlife activity/damage. Landowners will also be encouraged to become involved in determining the best available strategies in dealing with nuisance wildlife activity/damage on their property. Contractor and Technicians will also work with Columbia County and municipal governments so that public officials and landowners will be better able to understand and use wildlife biology to help solve their problems.

SUMMARY

The intent of the agreement is to reduce damage not population control. The program will be structured to be flexible, fair and most importantly, feasible. Key to the success of the program will be participation of the county and landowners.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

EFFECTIVE DATES

This contract will be effective on the day the last Party signs it (“effective date”) and continues for a period of 5 years from the effective date, or until this Agreement is earlier terminated as provided herein. In connection with the operation of the Agreement, County reserves the right to extend the term with written agreement by County and Contractor.

SELECTION CRITERIA

The Evaluation Committee shall determine qualifications, interest, and availability by reviewing all written responses received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected respondents that are determined to be best qualified based upon the evaluation of written responses. The determinations shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive. The response to each of the criterion will be evaluated relative to other responses received and awarded a score of 1 through the maximum points. Respondents are encouraged to arrange their responses in a format that will offer ready review and evaluation of each criterion.

Proposals will be evaluated internally by County staff. The County reserves the right to request proposer presentations. The most qualified firm(s) will be recommended by the Board of County Commissioners. Those approved by the County Commission may be asked to enter into negotiations on an expedited basis. Upon successful negotiation, the Purchasing Department will send a contract for signature. The contract offer must be signed by the selected firm’s authorized representative and then submitted to the County for final approval. The Evaluation Committee shall rank the Firms in each required category by considering the Selection Criteria.

Unless there is a clear statement that the Firm is a joint venture, it will be assumed the firm shown on the transmittal letterhead will be the prime with whom the County would contract, and all other firms shown as team members would be subconsultants.

A. Competence: Including technical education, licensure and training, experience in the kind of project to be undertaken, availability of adequate personnel, equipment and facilities, the extent of repeat business of the persons and, where applicable, the relationship of construction cost estimates by the person to actual costs on previous projects. (10 points maximum)

Provide written documentation which demonstrates that the Consultant is licensed under Florida Statutes to perform the professional services sought in this RFQ.

Provide a photocopy of a current license issued by the State of Florida Department of Professional Regulation, or other written documentation which authorizes the Consultant in accordance with Florida Statutes to perform the services required by this RFQ.

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

Provide number and size of staff, and names and resumes of those individuals to be assigned to these services. Discuss overall experience of staff as it relates to the services being sought.

Provide the name and office locations of any subconsultants proposed to be used on these services and the estimated percentage of the work, which will be done by each such subconsultant. Evaluation of competency criterion will include a consideration of any proposed subconsultants.

Provide description of Consultant's equipment and facilities, which will be used to perform these services.

Provide a detailed description of comparable projects, not to exceed three (3) contracts, similar in scope of services to those requested herein, which the prime firm or its principals is either performing or has completed within the past ten (10) years. Describe the prime firm's qualifications and experience in the management of comparable projects in size and scope. The specific role of the firm in any project, which is referred to with regard to the firm's experience, shall be described in detail. This information must include client name, address, telephone, contact person, description of work, contract period, a statement as to whether the firm was the prime consultant or subconsultant, and the result of the project.

Provide any other documentation, which the Consultant believes to document their competency to perform the requested services.

B. Workload: Recent, Current and Projected. (10 points maximum score)

Provide number and size of projects currently being performed in the Consultant's office, Personnel assigned thereto and stage of completion of such projects, status of each project relative to completion schedules, reasons for any delayed projects, and projected personnel availability. Discuss ability of Firm to execute multiple concurrent projects and contracts given its current workload.

C. Ability to observe and advise whether plans and specifications are being complied with, where applicable: (25 points maximum score)

Describe ability and experience of Consultant and assigned personnel in observing and monitoring construction projects, ensuring that construction is proceeding in accordance with the plans and specifications, and other construction phase services. Evaluation of this criterion will also consider the Consultant's ability to interpret specifications as evidenced by the preparation of a response to this RFQ.

D. Accomplishments: Past and present record of accomplishments and past record for using Agencies. (25 points maximum score)

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

Provide list of completed projects similar in scope to the projects under consideration, previously performed by Consultant, and references to include owner's contact person and telephone number. Describe any outstanding accomplishments of the Consultant that relates to the specific services being sought. Submit any letters of commendation or awards won which reflect on the performance and accomplishments of the Consultant.

E. Approach and Work plan: Ability to construct an approach and work plan to meet the project requirements. (30 points maximum score)

Include a narrative to show the proposer has an understanding of the scope and objectives to be performed. The proposer should describe the approach to the services as required and the specific work plan to be employed to complete the work.

Describe the approach to organization, management, and the responsibilities of the management staff and personnel that will perform the work on the project.

Failure to provide complete and accurate information will result in lower score on evaluation.

SUMMARY OF POINTS:

1. Competence	10pts
2. Workload	10pts
3. Ability/Experience	25pts
4. Accomplishments	25pts
5. Approach	<u>30pts</u>
Total Points	100pts

DELIVERY OF QUALIFICATIONS

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

STATEMENT OF QUALIFICATIONS

Cover letter required addressed to the Board of County Commissioners setting forth the argument for the selection of the proposer as the highest qualified firm to provide Planning and Engineering services set out in Section 2.0. The letter will be reviewed for content and writing style. The signature of the proposer must be attached and such signature is deemed a representation that the proposer is the author of the submittal. The Statement of Qualifications must also include, in tabbed format, the following sections in this order:

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

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
2024-C NUISANCE WILDLIFE DAMAGE CONTROL**

- 2. Table of Contents**
- 3. Tab 1 - Signed Letter from Proposer** - A signed letter stating an understanding of work to be completed, the commitment to perform the work within the periods specified, a statement why the firm believes itself to be best qualified to perform the services. The signer must have the authority to bind the respondent to the submitted qualifications.
- 4. Tab 2 - Organizational Chart** - showing full name, title of personnel and name of the firm providing the personnel. Include the resume of each team member proposed. It is required that the personnel proposed will be the personnel working within each area. Any substitution request must be made in writing and be preapproved by the Board of County Commissioners.
- 5. Tab 3 - Professional Experience** - Establish relevant experience of the firm by providing similar Consulting References. Include Client phone/email contact information for verification purposes. References must include experience for services listed in Section 2.0 for which proposer seeks to be qualified.
- 6. Tab 4 - Understanding of Local Needs** - Explain an understanding of the needs requested by this RFQ. Outline knowledge of the community and familiarity with local conditions.
- 7. Tab 5 - Qualifications** - Indicate those who will serve as principals-in-charge and project managers and their availability to work on assigned areas. List other personnel that will be assigned to this task. Describe their directly related experience and qualifications to effectively and efficiently meet project requirements. Identify the office location that will be assigned to this contract and its distance from the City of Lake City.
- 8. Tab 6 - Work Priorities** - Outline the ability of the firm to meet deadlines and budget constraints and ability to react to changing conditions.
- 9. Tab 7 - Local Government References and Additional Required Forms** - Use the forms provided for this purpose.
 - a. Attachment A - References Listing Form (List four local government professionals with whom the firm has worked within the last three years).
 - b. Attachment B - Florida Statutes on Public Entity Crime Form
 - c. Attachment C - Drug-Free Workplace Form
 - d. Attachment D - Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions
- 10. Tab 8 - Insurance Requirements** - A statement will be included indicating the understanding of the County's insurance requirements as set forth in the Contract.
- 11. Tab 9** - A signed copy of any addenda issued by County to this RFQ indicating the Firm acknowledges receipt and understanding of any and all addenda contents.
- 12. Tab 10** - Any other information deemed relevant by the Firm.

CONTRACT AND EXHIBITS

Services, Rate Schedule, and Insurance documents will be identified and incorporated in the Contract awarded to the BOCC awarded proposer. The actions of the County in selecting and awarding contracts, as well its reliance on expected high quality by performance of each Consultant during contract administration, are based in considerable part on all representations expressed therein, in the RFQ response, the negotiation phase, and the final contract.

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

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

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

(stamp)

NOTARY PUBLIC, State of _____

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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 ¹
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 ²
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 ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

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 ⁴
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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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.

SERVICE AGREEMENT

THIS AGREEMENT (“Agreement” or “Contract”) made this _____ day of _____, 2024 by and between _____ with its principle address at _____, hereinafter called “Contractor”, and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, with its mailing address at Post Office Box 1529 Lake City, Florida 32056-1529, hereinafter called “County”.

WITNESSETH:

WHEREAS, the County solicited bids for the provision of certain services to the County with accompanying instructions under RFQ 2024-C “Nuisance Wildlife Damage Control”; and

WHEREAS, the Contractor was selected by the County as the most qualified responsive bidder to that solicitation for qualifications on _____, 2024; and

WHEREAS, the County and the Contractor desire to enter into an agreement for the provision of services by the Contractor to the County and the terms of payment by the County to the Contractor with other terms and conditions that shall govern the subject matter of this Contract.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

I. RECITALS INCORPORATED

The above recitals are true and correct and are incorporated here by reference.

II. ULV APPROVED ADULTICIDE

The Contractor shall provide the necessary technical and operational assistance in identifying and controlling nuisance wildlife damage in Columbia County. This service shall be provided as set forth in the bid documents for RFQ 2024-C which are attached hereto and made a part hereof as is fully set forth herein.

III. FEES FOR PRODUCTS

The Contractor shall be compensated in accordance with the negotiations agreed upon by the Contractor and County.

IV. COST ADJUSTMENTS

Annual Price Adjustments will be considered for approval by the Board of County Commissioners after the first year of this contract and annually thereafter. All requests for adjustment must be documented with written verification of manufacturer price increases. The Contractor’s written request for adjustment shall be made 15 calendar days in advance of the contract anniversary date and will be given effect only upon Board approval.

V. PERMITS AND INSURANCE

Prior to commencement pursuant to this Agreement, the Contractor shall provide the County copies of all current and applicable licenses and permits together with all insurance documents set forth in the bid documents.

VI. INVOICING AND PAYMENT

The County shall make payment of all approved invoices to the Contractor in accordance with the Local Government Prompt Payment Act, Fla. Stat. section 218.70 et seq.

VII. TERM

The term of this agreement shall be for five (5) years from the date of this Agreement. In connection with the operation of the Agreement, County reserves the right to extend the term with written agreement by County and Contractor. Up to ninety (90) days but not fewer than thirty (30) days prior to the end of the initial term of this Agreement, Contractor may notify the County of Contractor's desire not to renew this Agreement, such that on the last day of that term this Agreement shall terminate and no renewal shall occur. This provision shall not be construed in any manner to require either party to renew this Agreement.

VIII. INDEMNITY

Contractor (as indemnitor) shall indemnify, save and hold County, its officers and employees, agents, successors, and assign (as indemnitee) harmless from and against and in respect of any act, judgement, claim, domain, suit, proceeding, expenses, orders, action, loss, damage, cost, charge, interest, fine, penalty, liability, reasonable attorney and expert fees, and related obligations (collectively, the "claims") arising from or related to any action, neglect or omission of Contractor in its performance under the Agreement, whether direct or indirect including but not limited to, liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages to third parties, treble damages, costs and expenses, fines, penalties, sanctions, interest levied and other charges levied by other federal, state and local government agencies on County by reasons of Contractor's direct or indirect actions. This indemnity will survive and remain in force after the expiration or termination of the Agreement and is unlimited; provided, however that the indemnity is not intended to cover claims against County arising out of County's own negligence or intentional misconduct. Nothing herein shall be interpreted by the parties or any third party that County waives its sovereign immunity otherwise provided by law. For purposes of this section, the term County shall include County, officers, and its employees.

IX. INTEGRATION

This written instrument and the attachments to which reference is made constitute the entire Agreement between the County and the Contractor. All prior and contemporaneous agreements and understandings, whether oral or written, are without effect in the construction of any provision if they alter or otherwise vary any term or condition set forth in this instrument.

X. RIGHT TO REQUIRE PERFORMANCE

The failure of the County at any time to require performance by the Contractor of any provision of this Agreement shall in no way affect the right of the County thereafter to enforce such provision. Nor shall waiver by the County of any material breach of any terms of this Agreement be taken or held to be a waiver of any subsequent material breach of such term or as a waiver of any provision of this Agreement.

XI. AMENDMENT

This Agreement may be altered, amended, or repealed only by a written instrument signed by authorized representatives of the parties.

XII. LAW TO GOVERN AND VENUE

The laws of the State of Florida shall govern the validity, construction, interpretation, and effect of this Agreement. The state courts situated within Columbia County, Florida, shall be the exclusive venue for any legal proceeding concerning this Agreement.

XIII. ASSIGNMENT

The Contractor shall not assign any portion of the agreement for services to be rendered hereunder without written consent first obtained from the County and any assignment made contrary to the provisions of this section may be deemed a default of the Agreement and shall not convey any rights to the assignee. Any change in Contractor's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of a requested change in ownership, so long as the transferee is of known financial and business integrity for the undertaking and can conclusively demonstrate the ability to perform all terms and conditions and obligations of this agreement.

XIV. PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of the County for the endorsement of any commercial products or services or Contractor's logo or brand name without the expressed written permission of the County. This shall not prevent Contractor from informing third parties of Contractor's contract with County and naming County as a business reference for Contractor.

XV. WARRANTY REGARDING CONSIDERATION AND PROCUREMENT

Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to procure or solicit any agreement under this procurement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from this procurement. Further, Contractor represents that its pricing has been independently arrived at without collusion. It has not knowingly influenced and promises that it will not knowingly influence a County employee or former County employee to breach any ethical standards. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks. Violation of this warranty shall constitute default of this Agreement.

XVI. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor. Nothing in the Agreement shall be construed to create a relationship of employer and employee or principal and agent, partnership, joint venture, or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Nothing in the Agreement shall create any right or remedies in any third party, it being solely for the benefit of the County and the Contractor.

XVII. AGREEMENT TO PAY ATTORNEY’S FEES AND EXPENSES

In the event either party should default under any of the provisions of this agreement and the other party should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of any obligation or agreement on the part of either party, the prevailing party shall recover from the other party the reasonable fee for such attorneys and such other reasonable expenses and costs so incurred.

XVIII. BINDING EFFECT

This agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

XIX. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this agreement shall as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

XX. PUBLIC RECORDS

The parties acknowledge County is a political subdivision of the State of Florida and is required to comply with the Public Record Act of the State of Florida, Chapter 119, Florida Statutes, and all other public entity provisions required of the County as a political subdivision of the State of Florida as provided by the Constitution and laws of the State of Florida. Contractor will maintain originals or copies of its records regarding or arising out of this agreement for a minimum of five (5) years after the termination of this agreement, and shall make such records reasonably available to the County upon request.

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 CONTRACT, CONTACT THE COUNTY’S CUSTODIAN OF PUBLIC RECORDS: P.O. Box 1529, Lake City, Florida 32056-1529, (386) 752-1326, bccadmin@columbiacountyfla.com.

XXI. ADDITIONAL CONVENANTS

Contractor hereby agrees that it will not bring an action in any court or other forum seeking to void, nullify, terminate or set aside this Agreement on the grounds that the Agreement does not comply with the laws of Florida, including the Constitution of the State of Florida as revised in 1968 and subsequently amended (the "Constitution"). For clarification, the parties agree that the foregoing is not an acknowledgement by either party that this agreement does not comply with the laws of the State of Florida, including the Constitution, and that the foregoing statement does not amend, modify or limit the parties' respective representations herein. Notwithstanding anything in this Agreement to the contrary, neither party will be liable to the other party for any indirect, incidental, loss of profits, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement to the extent and in the event a court of competent jurisdiction should declare all or any material portion of this Agreement contrary to law or otherwise invalid.

XXII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and indemnities, and the covenants and agreements to be performed subsequent to the execution hereof by the parties contained in this Agreement, or in any document delivered in contemplation hereof shall survive the execution of this agreement and the termination, either voluntarily or involuntarily, of this Agreement.

XXIII. BID DOCUMENTS INCORPORATED

This Agreement, to the extent applicable, shall include the terms, conditions, scope of work, and specifications of County's Bid No. 2021-J. However, the foregoing agreement shall govern and take precedence in the event of any conflict between the foregoing agreement and the bid documents.

XXIV. PERFORMANCE IN CASE OF SUBSEQUENT AWARD TO THIRD PARTY

Should Contractor fail to prevail in a future procurement cycle, Contractor shall provide all services required in and under this Agreement until the ending date of this Agreement or any agreed extension of this Agreement. To ensure continued performance fully consistent with the requirements of this Agreement through any such period, the Contractor shall continue all operations and support services at the same level of effort and performance as were in effect prior to the award of the subsequent agreement to a competing organization, and shall fully cooperate with the County in providing non-proprietary data and information which will assist in an orderly transition of the service to the new contractor. Contractor shall make no changes in methods of operation which could reasonably be considered to be aimed at cutting Contractor's service and operating cost to maximize profits during the final stages of the Agreement. However, County recognizes that if a competing organization should prevail in a future procurement cycle, Contractor may reasonably begin to prepare for transition of service to the new Contractor. County shall not unreasonably withhold its approval of Contractor's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair Contractor's performance during this period.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Contractor:

Witness

By:

Print or type name

Witness

Print or type name

State of Florida
County of Columbia

The foregoing instrument was acknowledged before me this ___ day of _____, _____ by _____ who is personally known to me or who provided _____ as identification.

(NOTARIAL SEAL)

Notary Public, State of Florida

(Print or Type Name)
My Commission Expires:

Signed, sealed and delivered in the presence of:

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

Witness

By: Rocky Ford, Chairman

Print or type name

ATTEST: _____
James M. Swisher, Clerk of Court

Witness

(Seal)

Print or type name

Approved as to form:

Joel F. Foreman, County Attorney