

**COLUMBIA COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS  
REQUESTS FOR QUALIFICATIONS  
2025-D  
PUBLIC SAFETY COMPLEX DESIGN SERVICES**

The Columbia County Board of County Commissioners (County) will receive sealed submittals in the Office of Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055 until **2:30 pm** local time on **Monday, March 31, 2025** for the following:

**RFQ 2025-D Public Safety Complex Design Services**

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of submittal. Proposers without a complete submittal described will be considered improper. The solicitation information is available online only at: <https://columbiacountyfla.com/PurchasingBids.asp>

Submittals will be publicly opened in the Commissioner's Office at **2:30 PM** on **Monday, March 31, 2025** or as soon thereafter as practical. Proposers are fully responsible for the delivery of their submittal. Submittals may be withdrawn at any time prior to opening. Late submittals will not be accepted or considered. Submittals delivered in any other format other than specified in the RFQ will not be accepted under any circumstances. All questions regarding this solicitation shall be received in writing to Erica Jones at the address above or by email to [ejones@columbiacountyfla.com](mailto:ejones@columbiacountyfla.com) no later than **Monday, March 24, 2025** at **5:00 PM** local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda. Columbia County welcomes your response to this submittal. Submittals should be prepared in accordance with the instructions and will be evaluated by Columbia County as stated in the evaluation section of this document. Columbia County reserves the right to waive any formalities, to reject any or all submittals or to re-advertise for submittals for these services. Columbia County may withdraw all or part of this submittal at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

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



**Columbia County Request for Qualifications (RFQ) For:  
Public Safety Complex Design Services**

**Due Date: Monday, March 31<sup>st</sup>, 2025 at 2:30 PM**

**Submittal Number: RFQ 2025-D**

**Columbia County Board of County Commissioners**

## **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.

## I. INTRODUCTION

The Columbia County Board of County Commissioners, “County” is accepting submittals from qualified vendors for the design of a public safety complex for Columbia County Combined Communications Center. The County reserves the right to award one or more proposers, whichever is in the best interest of the County.

The objective of the RFQ and subsequent contracting activity is to secure the services of an experienced firm that can design a Public Safety Complex that would serve Columbia County.

The selected Contractor will be required to do all of the work outlined in this RFQ for the amount of \$436,363.64 award through the Florida Division of Emergency Management. All deliverables within this RFQ shall be completed in time for Columbia County Emergency Management to submit the proper paperwork and documentation to the Florida Division of Emergency Management (FDEM) prior to September 30, 2027.

## II. GENERAL INSTRUCTIONS

A. RESPONSE ADDRESS: The response to the submittal should be submitted in a sealed envelope/package addressed in the following manner:

Submittal Number:  
Columbia County Board of County Commissioners  
Purchasing Department  
135 NE Hernando Avenue, Suite 203  
Lake City, FL 32055  
ATTN: ERICA JONES

B. SUBMITTAL COPIES: One (1) ORIGINAL document, and three (3) copies, along with one (1) electronic copy of the response (“Submittal”) must be furnished on or before the deadline. Responses will be retained as property of the County. **The ORIGINAL of your reply must be clearly marked “Original” on its face and must contain an original, non-electronic signature of an authorized representative of the responding firm or individual**, all other copies may be photocopies and should be printed double-sided. The contents of the submittal of the successful Proposer will become part of the contractual obligations.

C. SCHEDULE OF EVENTS: Below in Table 1 is the current schedule of the events that will take place as a part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interest of the public. If any changes to the Schedule of Events are made, Columbia County will post the changes on the Columbia County website either as a public meeting notice or as

an addendum, as applicable. **It is the responsibility of Registered Plan holders and other interested persons and parties to review the Purchasing Department’s website to stay informed of the Schedule of Events, addenda to the RFQ, and public meetings. The website address is:**

**<https://www.columbiacountyfla.com/PurchasingBids.asp>.**

Table 1 – Schedule of Events	
Date and Time (all eastern time)	Event
February 26, 2025	Release of RFQ
March 24, 2025 at 5:00 PM	<b>Questions/Inquiries Deadline:</b> The date and time by which written questions and inquiries regarding the RFQ must be received by the Columbia County Purchasing Department via email submittal to BCC Purchasing at: <a href="mailto:ejones@columbiacountyfla.com">ejones@columbiacountyfla.com</a>
Monday, March 31, 2025 at 2:30 PM	<b>OPENING DATE:</b> Date and Time by which <b>SUBMITTALS</b> must be received by the Columbia County Purchasing Department, located at: 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055.
March 31 – April 11, 2025	<b>Evaluation</b>
April 11, 2025	<b>Anticipated Posting of the Intended Decision</b>
April 17, 2025	<b>Anticipated BoCC Meeting for Award Approval</b>
May 1, 2025	<b>Anticipated Contract Start Date</b>

**D. INFORMATION**

Any questions concerning the request for qualifications process, required submittals, evaluation criteria, RFQ schedule, and selection process should be directed to Columbia County Purchasing by e-mail to: [ejones@columbiacountyfla.com](mailto:ejones@columbiacountyfla.com).

Each Vendor shall examine the request for submittal documents carefully; and, no later than the date listed above, make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which they may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to opening of submittals. Only those communications which are in writing from the County may be considered as duly authorized expression on behalf of the Board. Also,

only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of the proposers.

E. Prohibited Communications: Any form of communication, except for written communication with the Purchasing Department requesting clarifications or questions, shall be prohibited regarding a particular request for submittal, request for qualification, bid or any other competitive solicitation between:

- 1.) Any person or person's representative seeking an award from such competitive solicitation; and
- 2.) Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

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

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County Department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes an action which ends the solicitation process.

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

The penalties for an intentional violation of this article shall be those specified in § 125.69(1), Florida Statutes, as amended.

F. Special Accommodation: Any person requiring a special accommodation at a Pre-Submittal Conference or Bid/RFQ opening because of disability should call the Human Resources Department at (386) 758-3344 at least five (5) workdays prior to the Pre-Submittal Conference or Bid/RFQ opening. If you are hearing or speech impaired, please contact the Board of County Commissioners Office using the Florida Relay Service which can be reached at (386) 758-2139 (TDD).

G. Submittal Deadline: Your submittal prepared in response to this RFQ must be received by the Purchasing Department at the above listed address no later than the Opening Date (March 31, 2025 at 2:30 PM), as identified in the Schedule of Events, to be considered.

H. Receipt and Opening of Vendor Responses: Vendor responses will be opened publicly at the date and time identified in the Schedule of Events as the Opening Date. A tabulation sheet of timely received submittals will be made public and will be posted on the Purchasing Department website: <https://www.columbiacountyfla.com/Purchasing.asp>.

Responses to the RFQ received prior to the time of opening will be secured unopened. The Purchasing Agent, whose duty it is to open the responses, will decide when the specified time has arrived, and no submittals received hereafter will be considered. The determined time will be published as a part of this document's Schedule of Events. The Purchasing Agent will not be responsible for the premature opening of a submittal not properly addressed and identified by the Submittal number on the outside of the envelope/package.

Sealed bids, submittals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after the opening of the documents, whichever is earlier.

I. Timely Delivery: It is the Proposers responsibility to assure that the submittal is delivered at the proper time and location. Responses received after the scheduled receipt time will be marked "TOO LATE". Late submittals may be returned to the vendor.

J. Preparation Costs: The County is not liable for any costs incurred by the Respondents prior to the issuance of an executed contract.

K. Interviews: Firms responding to this RFQ MUST be available for interviews by County staff and/or the Board of County Commissioners, if requested.

L. Preparation and Changes: The Submittal must be typed or printed in ink. All corrections made by the Proposer prior to the opening, must be initialed and dated by the Proposer. No changes or corrections will be allowed after submittals are opened.

M. Reservation of Rights: The County reserves the right to reject any and/or all submittals, in whole or in part, when such rejection is in the best interest of the county. Further, the County reserves the right to withdraw this solicitation at any time prior to the final award of the contract.

N. Cancellation: The contract may be terminated by the County without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The County may terminate this agreement at any time as a result of the contractor's failure to perform in accordance with these specifications and applicable contract. The County may retain/withhold payment for nonperformance if deemed appropriate to do so by the County.

O. Public Entity Crimes Statement: 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 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, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list. By a submission of a submittal in response to this solicitation, the proposer certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

P. Certification Regarding Debarment, Suspension, and Other Responsibility Matters: The prospective primary participant must certify to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency and meet all other such responsibility matters as contained on the attached certification form.

Q. Licenses and Registrations: The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her County occupational licenses required pursuant to the laws of Columbia County, the City of Lake City, or the State of Florida.

If the contractor is operating under a fictitious name as defined by §Section 856.09, Florida Statutes, proof of current registration with the Florida Secretary of State **SHALL BE SUBMITTED** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **SHALL SUBMIT** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the submittal as being non-responsive.

R. Audits, Records, and Records Retention

The contractor shall agree:

- 1) To establish and maintain the books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
- 2) To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until the resolution of the audit findings or any litigations which may be based on the terms of this contract.
- 3) Upon completion or termination of this contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records and/or documents during the required retention period as specified in paragraph 1 above.
- 4) To assure that these records shall be subject at all reasonable times to inspection, review or audit by Federal, state or other personnel duly authorized by the county.
- 5) Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I) (10), shall have full access to and the right to examine any of the provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as the records are retained.
- 6) To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**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 CUSTODIAN OF PUBLIC RECORDS AT:**

**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: RECORDS CUSTODIAN  
135 NE HERNANDO AVENUE, SUITE 203  
LAKE CITY, FL 32055  
PHONE: (386) 758-1326**

**EMAIL: [bccadmin@columbiacountyfla.com](mailto:bccadmin@columbiacountyfla.com)**

S. Monitoring: To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract. Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

T. Addenda to the Specifications: If any addenda are issued after the initial specifications are released, the County will post the addenda on the Columbia County website at: <https://www.columbiacountyfla.com/Purchasing.asp>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Department will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any submittal to check the above website or contact the Columbia County Purchasing Department at [ejones@columbiacountyfla.com](mailto:ejones@columbiacountyfla.com) to verify any addenda that may have been issued. The receipt of all addenda must be acknowledged on the response sheet.

U. Unauthorized Alien(s): The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance requirements of this solicitation or any work authorized thereunder. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 247A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of the Agreement by the County. As part of the response to solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

V. Employment Eligibility Verification:

1.) The Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. The Contractor further agrees to provide to the County, within thirty (30) days of this effective date of this contract/agreement/extension, documentation of such enrollment. Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number.

- 2.) The Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty (60) days of the effective date of the contract between the Contractor and subcontractor whichever is later. The contractor shall obtain from the subcontractor(s) a copy of their E-Verify number.
- 3.) The Contractor will utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Agreement.
  - a. The Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the terms of the Agreement by the Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. The Contractor must initiate verification of each person (including subcontractors) assigned by the Contractor to perform the work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after the assignment to perform work pursuant to the Agreement, whichever is later.
- 4.) The Contractor further agrees to maintain the records of its participation and compliance with the provisions of the E-Verify Program, including participation by its subcontractors as provided above, and to make such records available to the County.
- 5.) Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of contract.

W. Award of RFQ and Protest: The submittal will be awarded as soon as possible to the responsive, responsible respondent(s) who rank the highest in the evaluation process, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in submittals and to award a submittal in whole or in part when either or both conditions are in the best interest of Columbia County.

Notice of the Intended Decision will be posted on the Columbia County website at: <https://www.columbiacountyfla.com/Purchasing.asp> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Any Bidder/Respondent who desires to protest the intended decision must file a notice of intent to protest in writing within seventy-two (72) hours after the posting of the Notice of Intended Decision. Protest procedures and policies may be obtained in the Purchasing

Department. Any bid award recommendations may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Officer, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32056-1529.

The initial notice of protest shall clearly state it is a bid protest, shall include the RFQ number, basis of the protest, and signed by the proposer. **Failure to state the basis of the protest shall be just cause for the protest to be rejected according to the bid protest procedure.**

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Department prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments regarding the vendor complaint.

X. Errors and Omissions: The County and its representatives shall not be responsible for any errors or omissions in the RFQ. Due care and diligence has been exercised in the preparation of this RFQ, and all information contained herein is believed to be substantially correct. Information is subject to review by the successful proposer.

Y. Terms and Conditions: Columbia County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

Z. Work: The Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under a separate contract. Any work to be performed shall be upon the written request of the County Manager or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The County reserves the right to negotiate with the successful proposer for any related products or services not specifically stated in this solicitation.

### III. SCOPE OF SERVICES

Columbia County is seeking the services of a qualified contractor to provide public safety design services. The contractor should be experienced in architectural and engineering planning and design services. The purpose of this solicitation and subsequent contracting activity is to secure

the services of an experienced design firm who is capable of producing the required documents for a new public safety complex.

The Contractor is expected to have the adequate number of staff members, and/or subcontractors with experience and qualifications in the design of public safety complex buildings.

A. Budget - The selected contractor will be expected to complete the requirements of this grant in the amount of **\$436,363.64**. This agreement will expire on September 30, 2027 and work will be completed prior to that date.

B. Scope of Work - The current building that houses the current Columbia County Emergency Operations Center, 9-1-1 Dispatch Center, Lake City Dispatch, Lake City Fire Dispatch, Central Communications, and Code Enforcement offices is a 1-Story 14,384 Square foot facility. In addition to the offices listed above, there are also two break areas, 2 restroom locations, a single person shower and several storage closets that are a part of the current floor plan.

- 1.) This Public Safety Complex is designed to integrate police, fire, emergency medical services, and emergency management services, while also providing potential for future expansion that will benefit the County by providing community resiliency and continuity of government. The designated funds will be allocated for architectural and engineering services, as well as planning and design activities. These will include the preparation of a site survey (if the location has been selected); site master plan; spatial needs assessment; schematic design plan or preliminary construction drawings; bid-ready construction documents, to include drawings and specifications; and opinion of probable cost with signature of designer or record.
- 2.) The Complex shall be designed and constructed in accordance with the International Code Council's ICC/NSSA Standard for the Design and Construction of Storm Shelters (ICC 500-2014) or, where hurricane provisions are more stringent, the *2020 Florida Building Code, 7<sup>th</sup> Edition*. Unless a newer version is in existence, than that shall be the document that is utilized. (Risk Category IV, essential facility).
- 3.) The designated Complex functional use spaces may be shared with other building functions or multi-purpose use during non-emergency conditions. However, such shared or multi-purpose use must not interfere with the emergency management mission of the Complex.
- 4.) The Complex shall be designed as a permanently established facility with sufficient space to house people and equipment for daily routine and sustained continuous emergency operations.

- 5.) The Complex shall be capable of withstanding wind loads in accordance with the hurricane provisions of ICC 500-2014. The minimum wind design shall include:

Design Wind Speed=160 miles per hour (3 second gust)

Exposure Category = C

Wind Directionality Factor,  $K_d$ = 1.00

- 6.) The Construction documents shall be titled “Columbia County Public Safety Complex.”
- 7.) The structural engineer of record shall include a statement in the construction documents certifying that to the best of their knowledge and belief the Complex was designed to withstand wind loads according to ICC 500-2014 and ASCE/SEI 7 (include the publication year).
- 8.) The complex shall resist penetration by large windborne debris impact. At a minimum the Complex envelope (e.g., walls, windows, doors, louvers, roofs, skylights and hatches) shall meet the hurricane provisions of ICC 500-2014, or similar performance as approved by the Florida Division of Emergency Management (FDEM). Impact-protective systems or products that meet 200 miles per hour or greater ICC 500-2014 tornado shelter design wind speed missile criteria are acceptable.
- 9.) The minimum floor elevation of the Complex shall be modified from ICC-500-2014 in accordance with the following: the lowest floor used for the Complex shall be elevated to or above the higher of the elevations determined by 1.) elevation above mean sea level corresponding to the maximum storm surge inundation, including coastal wave effects, for the proposed location plus 20 percent; 2.) 100-year (one percent annual chance) base flood elevation plus three (3) feet; 3.) 500-year (0.2 percent annual chance) flood elevation (if determined) plus two (2) feet; and 4.) elevation required by the Authority Having Jurisdiction (AHJ) for the proposed location. If a proposed location is not selected for the future Complex during the planning and design period of performance, the lowest floor elevation determination outlined in this section shall be incorporated into the construction documents.
- 10.) The critical support system functional period of the Complex shall be modified from ICC 500-2014 in accordance with the following: critical support systems shall be designed to remain functional at full emergency operations center occupant load for a minimum of 72 hours, Critical support

systems shall not be solely reliant upon off-site services and utilities (e.g., water, natural gas fuel, electricity).

#### IV. TASK PRODUCTS

A. One (1) copy of the site survey (if applicable); 2. Site master plan; 3. Spatial needs assessment; 4. Schematic design plan or preliminary design drawings. The spatial needs assessment and schematic design plan/preliminary design may be one document.

B. One (1) set of substantially complete (approximately 90 percent) preliminary construction drawings and specifications for the CEOC for review and comment by the Florida Division of Emergency Management (FDEM). The drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing and electrical drawings.

C. One (1) near bid-ready set of construction drawings, specifications and wind load and wind-borne debris impact product performance certifications (or test reports) for the CEOC for review and comment by FDEM. The construction drawings shall include site survey information, landscaping, civil, architectural, structural, mechanical, plumbing and electrical drawings and be signed by the applicable registered or licensed design professional(s) of record.

D. The construction documents shall demonstrate that the CEOC meets the requirements set forth in Scope of Work sections II. A - ILE. Failure to supply the required documentation, or disapproval of this documentation by FDEM, shall result in denial or reduction of funds at the sole discretion of FDEM.

E. Force protection and security measures shall be consistent with Reference Manual to Mitigate Potential Terrorist Attacks Against Buildings (FEMA 426), Crime Prevention Through Environmental Design (CPTED) or other federal or state recognized best-practices guidelines as approved by FDEM.

#### V. SUBMITTAL REQUIREMENTS

Each Applicant is requested to provide the following information using the same numbering/lettering scheme as the format below:

##### **TAB A Corporate Background/Executive Summary**

Provide your company background and any information that makes the Agency qualified for this project, including, but not limited to:

1. Company name, corporate headquarters address, phone, fax and company website.
2. Branch office locations, if applicable.
3. Address of the office that is to perform the work.

4. Key contact information to include name(s), address(es), phone, fax number and email address(es).
5. List the firm's ownership and date established.
6. Federal Identification Tax Number or Social Security Number.
7. Florida Corporate Charter Number, if applicable.
8. Present size of the firm, the nature of services offered, and a breakdown of staff by the number of full-time and part-time positions.

### **TAB B Business Experience**

Include a reference list of clients to who the Proposer has provided services like those being proposed by the County. Only include the specific experience of the Proposer, not individual employees' past experiences.

1. List your current Public Safety Complex clients and the year that those services began.
2. List all other clients.
3. List the clients/projects which best illustrate the experience of the firm and current staff which is being assigned to this project. List no more than 10 projects, which were completed within the last five (5) years. This list must include your five (5) largest client references.
  - a) Name and location of the client/project.
  - b) The nature of the firm's responsibility on this project.
  - c) Client's representative name, address and phone number.
  - d) Date the project was completed or is anticipated to be completed.
  - e) Fee for this project.
  - f) Project manager and other key professionals that are involved and specify the role for each.
4. List any contracts/projects that have been cancelled within the last five (5) years and provide the reason for the cancellation.

### **TAB C Resources and Key Project Personnel**

The Proposer shall describe the organizational structure proposed for this scope of work. The Proposer shall include the number of experienced staff that will be working on this project. Provide a brief resume of all staff included on the organizational chart. Experience and training relevant to this RFQ must be specific in each resume (not to exceed 2 pages each). Make sure to include the staff member's experience with Public Safety Complex Design services. The resume should include but, not be limited to the following:

1. Name and job title
2. Job assignment for other projects
3. Percentage of time to be assigned full time
4. How many years with your firm
5. How many years with other firms
6. Experience
  - a) Types of projects

- b) Size of those projects (dollar value and scope of the project)
- c) What was the specific project involvement
- 7. Education
- 8. Training
- 9. Active registration(s), if applicable
- 10. Other experience and qualifications that are relevant to this project

It should be understood that it is the intent of Columbia County to insist that those indicated as the project team in the RFQ response actually execute the project.

#### **TAB D Project Approach**

Describe how you would approach this project and outline the specific services that are to be provided. At a minimum include:

- 1. Describe your public safety complex work
- 2. Detail your experience with public safety complex facilities
- 3. Provide a current contract for the services described herein
- 4. Include a narrative description and/or organizational chart outlining the methods of operation, operational structure, and services to be provided by the Proposer. This description should fully and completely demonstrate the Proposer's intended methods for servicing the requirements. Proposer's are also encouraged to provide any other pertinent information that will assist the County in evaluating the proposed method of operation.

#### **TAB E Complete and submit the following included forms:**

- Submittal Response Cover Sheet
- Insurance Requirements - Certificates of Insurance
- Equal Opportunity/Affirmative Action Statement
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
- Affidavit Certification Immigration Laws
- Non-Collusion Affidavit
- Drug Free Workplace Form;
- Current W-9 Form
- Human Trafficking Affidavit

#### **VI. SELECTION PROCESS**

- 1. The County Manager shall appoint an Evaluation Committee composed of at least three members who will review and evaluate all submittals that were received on time. The Committee may, select one or more firms for interview based on the evaluation responses of each proposer.

- a) Meetings of the Evaluation Committee subsequent to the opening of the solicitation shall be public meetings except for any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as a part of the competitive solicitation. Also, any portion of a meeting at which negotiation strategies are discussed are exempt from being a public session.
- b) Notice of all meetings shall be posted on the Columbia County, FL / Meeting Calendar website at: [www.columbiacountyfla.com/MeetingCalendar.asp](http://www.columbiacountyfla.com/MeetingCalendar.asp)
2. The evaluation process MAY be done in two phases: Phase I – review and ranking of submittals; Phase II – Presentation and final rankings (optional). If Phase II is selected, a posting of the selected shortlist will be posted on the Purchasing Department website at: [www.columbiacountyfla.com/PurchasingBids.asp](http://www.columbiacountyfla.com/PurchasingBids.asp)  
If Phase II is not selected, the rankings in Phase I will be the final rankings.  
The Evaluation Committee will recommend to the Board of County Commissioners (BoCC), in order of ranking, up to three (3) firms deemed to be the most highly qualified to perform the requested services.
3. The County will negotiate with the most qualified firm (first ranked firm) for the proposed services at compensation which the BoCC determines is fair, competitive, and reasonable for said services.
4. Should the County be unable to negotiate a satisfactory contract with the firm considered to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated.
5. The County shall then undertake negotiations with the second most qualified firm. Failing to accord with the second most qualified firm the Board shall terminate negotiations. The County shall then undertake negotiations with the third most qualified firm.
6. Should the County be unable to negotiate a satisfactory contract with any of the selected firms, the Board representative shall select additional firms to continue the negotiations.

## **VII. EVALUATION CRITERIA**

All submittals will be reviewed for compliance with mandatory requirements stated within the RFQ. Additional documentation may be requested by the Evaluation Committee from the finalists to confirm the stated requirements. The documentation will serve only to clarify submittal data, but at no time should this information change the terms of the submittal submitted. The Evaluation Committee may make such investigations as necessary to determine the ability of the Proposer to adhere to the requirements specified within this RFQ.

1. Submittals will be evaluated and ranked on the basis of the following considerations:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
1. Corporate Background/Executive Summary	<b>20</b>
2. Business Experience	<b>25</b>
3. Resources and Key Project Personnel	<b>20</b>
4. Project Approach	<b>30</b>
5. References	<b>5</b>
<b>MAXIMUM POINTS ALLOWED</b>	<b>100</b>

**\*Actual rating for each criteria may range from zero (lowest rating) to the maximum rating points for that criteria.**

### **VIII. INDEMNIFICATION**

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever, arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

### **IX. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES**

#### **A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements**

Since this project is funded with federal dollars, there is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation. Each Proposer is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services provided by others. Each Proposer must take the following affirmative steps to ensure these firms when possible:

1. Place qualified small, minority, and woman-owned business solicitation lists;
2. Assure that such businesses are solicited when they are potential sources;
3. Divide the total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
4. Establish delivery schedules, where requirements permit, which encourage such businesses to respond; and
5. Use service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce.

Proposers that require assistance or guidance with these MBE, WBE, SBE and DBE requirements should contact the Purchasing Department for Columbia County by email at [ejones@columbiacountyfla.com](mailto:ejones@columbiacountyfla.com).

B. Equal Opportunity/Affirmative Action Requirements

The Contractors and all subcontractors shall 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.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

X. INSURANCE

The Respondent's attention is directed to the insurance requirements below. Respondents should confer with their respective insurance carriers or brokers to determine in advance of the bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from the award of the contract, or otherwise found non-responsive.

The Respondent procures and maintains for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Respondent, his agents, representatives, employees, or subcontractors.

A. Minimum Limits of Insurance

The Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: One million and 00/100 (\$1,000,000) dollars combined single limit per accident for bodily injury and property damage. (**Non-owned, hired car**).

3. Worker's Compensation Employers Liability: Insurance covering all employees meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$1,000,000 per accident. **Waiver of Subrogation In lieu of Additional Insurance is required.**
4. Professional liability insurance, including errors and omissions: For all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000) dollars per occurrence; or claims made from with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
5. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

B. 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 to 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.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile coverage (**County is to be named as Additional Insured**).
  - a) The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it. The Contractor hereby waives subrogation rights for loss or damage against the County.

- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- d) The Contractor's Insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
- e) Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles are all at the sole responsibility and risk of the Contractor.

2. All Coverages

Each Insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days with prior written notice by certified mail, return receipt requested, and has been given to the County.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's Rating of no less than A-VII.

E. Verification of Coverage

The Contractor shall furnish the County with Certificates of Insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**XI. TRAVEL EXPENSES**

Any consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Columbia County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Columbia County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, travelling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Manager.

## **XII. ETHICAL BUSINESS PRACTICES**

### **A. Gratuities**

It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or submittal thereof.

### **B. Kickbacks**

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontractor or order.

C. The Board reserves the right to deny award or immediately suspend any contract resulting from this submittal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract, if it determines that unethical business practices were involved.

## **XIII. AGREEMENT**

After the submittal award, the County will at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this submittal. Every procurement of contractual services shall be evidenced by a written agreement. The respondent will have fourteen (14) calendar days after receipt to execute the agreement.

The performance of Columbia County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

## **XIV. PURCHASES BY OTHER PUBLIC AGENCIES**

With the consent and agreement of the successful vendor(s), purchases may be made under this solicitation by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

## SUBMITTAL RESPONSE COVER SHEET

This page is to be completed and included as the cover sheet for your response to the Request for Qualifications.

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

Erica Jones, Columbia County Purchasing Officer

Tim Murphy, Chairman  
Columbia County Board of County Commissioners

This solicitation response is submitted by the below names firm/individual by the undersigned authorized representative.

\_\_\_\_\_  
Firm Name

**BY**

\_\_\_\_\_  
Authorized Representative

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

Address

County, State, Zip Code \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone \_\_\_\_\_

### **ADDENDA ACKNOWLEDGEMENTS: (IF APPLICABLE)**

Addendum #1 Dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 Dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 Dated \_\_\_\_\_ Initials \_\_\_\_\_

**EXHIBIT**  
**INSURANCE REQUIREMENTS**  
**CERTIFICATES OF INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

State: Statutory

Applicable Federal:

(e.g. Longshoremen's)

Statut

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

**COMPREHENSIVE GENERAL LIABILITY**

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

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

Comprehensive General Liability Insurance shall include:

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

**COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily Injury: \$1,000,000.00 Each

Occurrence Property Damage: \$1,000,000.00

Each Occurrence

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

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The Contractors and 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.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, 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 judgement 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 contact 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;
- d. Have not within a three-year period preceding this application/submittal 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 submittal.

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

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

Columbia County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act (“INA”).

Columbia County may consider such employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Columbia County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF:** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

OR Produced Identification \_\_\_\_\_

Notary Public – State Of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, Typed or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**COLUMBIA COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

### NON-COLLUSION AFFIDAVIT

I, \_\_\_\_\_, of the County of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

1. I am \_\_\_\_\_ of the firm of \_\_\_\_\_

\_\_\_\_\_ In response to the request for submittals for:

PUBLIC SAFETY COMPLEX DESIGN for the Department of Emergency Management and that I executed the said submittal with the full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to the qualifications or responses of any other responder or with any competitor; and, no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Columbia County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

\_\_\_\_\_  
Signature of Responder

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me (name of individual signing) affixed his/her signature in the space provided above this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My Commission Expires

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

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NAME OF BUSINESS

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's 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 response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, 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, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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Respondent's Signature

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Date

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

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

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									

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

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

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

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

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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

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

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

- **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 for 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 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

- **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. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN](http://www.irs.gov/EIN). 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**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), ABLE 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)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	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 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to [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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

# HUMAN TRAFFICKING AFFIDAVIT

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

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

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

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

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

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

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

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

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

(NOTARY STAMP)

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

## **ATTACHMENT A ADDITIONAL FEDERAL TERMS AND CONDITIONS**

### **1. DISPUTES/REMEDIES**

Any dispute concerning performance of the Contract resulting from this solicitation shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the County Purchasing Director. The Purchasing Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor and the Contract Manager. The Purchasing Director's decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties.

### **2. EQUAL OPPORTUNITY**

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor.

- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph one (1) and the provisions of paragraphs one (1) through seven (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions., including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 3. COPELAND ANTI-KICKBACK ACT

- a. Contractor: The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may deem appropriate by the required instructions. A clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach: A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she

is employed on such work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such a work week.

- b. Violation: Liability of unpaid wages: Liquidated damages. In the event of any violation of the clause set forth in paragraph one (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph one (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph one (1) of this section.
- c. Withholding for unpaid wages and liquidated damages. Columbia County, Florida shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph two (2) of this section.
- d. Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a through d of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a through d of this section.

## 5. ACCESS TO RECORDS

- a. The Contractor agrees to provide Columbia County, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or work sites pertaining to the work being completed under the contract.

## 6. RETENTION OF RECORDS

The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the contractor agrees to maintain the same until the State of Florida, Columbia County, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related to the litigation or settlement of claims.

## 7. CLEAN AIR ACT

- a. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- b. The Contractor agrees to report each violation to the (Florida Department of Environmental Protection) who will, in turn, report each violation as required to assure notification to the Columbia County, Florida Division of Emergency Management, Federal Emergency Management Agency.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

## 8. ENERGY EFFICIENCY/CONSERVATION

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the "Energy Policy and Conservation Act."

## 9. FEDERAL WATER POLLUTION ACT

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the Florida Department of Environmental Protection, and understands and agrees that Columbia County will, in turn, report each violation as required to assure notification to the Florida Department of

Environmental Protection, Federal Emergency Management Agency, and the Florida Division of Emergency Management.

- c. The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 10. SUSPENSION AND DEBARMENT

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals, (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Columbia County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Emergency Management (FDEM) and Columbia County, the Federal Government may pursue available remedies, including but not limited to suspension and debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180 subpart C and C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 11. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000.

The undersigned Contractor certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Request for Qualifications for Public Safety Complex Design Services**  
**Submittal Number: 2025-D**

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date