

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

REQUEST FOR BID - BID No. 08/09-45

**NEIGHBORHOOD STABILIZATION PROGRAM –
APPRAISAL & VALUATION SERVICES,
TERMITE INSPECTION SERVICES AND
ASBESTOS INSPECTION SERVICES**

DUE DATE: Monday, September 28, 2009 – 4:00 pm
OPEN DATE: Tuesday, September 29, 2009 -1:00 pm



**Issued By:
Donna Fish**

**Clay County Board of County Commissioners
Purchasing Division**

TABLE OF CONTENTS

Bid # 08/09-45, NEIGHBORHOOD STABILIZATION PROGRAM - APPRAISAL & VALUATION SERVICES, TERMITE INSPECTION SERVICES, AND ASBESTOS INSPECTION SERVICES

Invitation	3
Request for Bid Advertisement	4-6
Request for Bid Instructions	7-9
Insurance Requirements	10-11
General Provisions	12-23
Statement of Work	24-25
Response Format.....	26-27
Bid Forms	28-38
Sample Contract	39-40
Procedures for Bid Opening.....	41-51

Attachments:

Form W-9

Dear prospective bidder:

You and your firm are cordially invited to submit a bid in accordance with the attached instructions and specifications for:

**Bid # 08/09-45, NEIGHBORHOOD STABILIZATION PROGRAM - APPRAISAL & VALUATION
SERVICES, TERMITE INSPECTION SERVICES, AND ASBESTOS INSPECTION SERVICES**

Should you have any questions concerning any aspect of this Bid please contact Karen Thomas, Purchasing Manager at 904-278-3735.

All prospective bidders are hereby instructed NOT to contact any member of the Elected Officials, County Manager, or other County employees for meetings, conferences or technical discussions related to the bid.

To remain on our active bidders list, you should reply in writing with a written quote or a "NO BID" response.

IF INTERESTED IN SUBMITTING A PROPOSAL PLEASE CONTACT THE PURCHASING DIVISION (BY EMAIL) FOR A COMPLETE BID PACKAGE: donna.fish@co.clay.fl.us.

Sincerely,



Donna Fish, Buyer
Clay County Purchasing Division

REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners, Clay County, Florida, will be accepting sealed bids, which will be received until 4:00 p.m., Monday, Sept. 28, 2009 at the Clay County Administration Building, Purchasing Dept., 477 Houston St., Green Cove Springs, FL 32043, for the following:

**Bid # 08/09-45, NEIGHBORHOOD STABILIZATION PROGRAM - APPRAISAL & VALUATION
SERVICES, TERMITE INSPECTION SERVICES, AND ASBESTOS INSPECTION SERVICES**

Bids will be opened at 1:00 P.M., or as soon thereafter as possible, on Tues., Sept. 29, 2009 at the Clay County Administration Building, conference room "B" fourth floor, 477 Houston St., Green Cove Springs, FL.

Bids WILL NOT be valid unless received by the bid deadline, 4:00 P.M., Monday, Sept. 8, 2009 and in a sealed envelope marked "Bid # 08/09-45."

A non-mandatory pre-bid conference has been scheduled for Wed., Sept. 16, 2009, 10:00 am at the Clay County Administration Building, 4th Floor Meeting Room, 477 Houston St., Green Cove Springs, FL 32043.

During the bidding process, all prospective Bidders are hereby instructed NOT to contact any member of the Elected Officials, County Manager or County Employees for meetings, conferences or technical discussions related to the Bid. This includes from the time the bid is advertised until the time that the Board has made a decision on a bid award. Unauthorized contact with Elected Officials, County Manager or County personnel may result in rejection of the Vendor's Bid. All communications with the County regarding this Bid should be directed to: Donna Fish, Buyer, Clay County Purchasing Department, 477 Houston St., Green Cove Springs, FL 32043, 904-278-3761 or by email: donna.fish@co.clay.fl.us. All interested vendors (Firms) must receive the Bid documents through the Clay County Purchasing Division.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, including the lack of availability of adequate funds, regulatory agency requirements, and/or to accept the response that, in its judgment, will be in the best interest of Clay County.

CLAY COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER, A FAIR HOUSING ADVOCATE AND A HANDICAP ACCESSIBLE JURISDICTION. CLAY COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.



FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: www.claycountygov.com/Departments/Purchasing/decision_bids.htm. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE "NOTICE OF INTENT BIDS" LINK UNDER THE "BUSINESS" ROLLOVER BUTTON ON THE COUNTY'S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N)., OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE. IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

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, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.


Fritz A. Behring, County Manager

CLAY COUNTY LEADER / CLAY TODAY For Publication on August 27, 2009

TIMES UNION for Publication on August 28, 2009

PLEASE SEND INVOICE AND PROOF OF PUBLICATION TO:
CLAY COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT/ATTN.: DONNA FISH
P.O. BOX 1366
GREEN COVE SPRINGS, FLORIDA 32043

REQUEST FOR BID INSTRUCTIONS

Bid # 08/09-45, NEIGHBORHOOD STABILIZATION PROGRAM - APPRAISAL & VALUATION SERVICES, TERMITE INSPECTION SERVICES, AND ASBESTOS INSPECTION SERVICES

1. All Sealed proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

A. Bids submitted by mail should be addressed to:
Clay County Board of County Commissioners
Purchasing Department
Attn: Donna Fish
P O Box 1366
Green Cove Springs, Florida 32043

B. Bids submitted in person will be received at:
Clay County Administrative Building
477 Houston Street
Fourth Floor, Purchasing Department
Green Cove Springs, Florida 32043

A non - mandatory pre-bid conference has been scheduled for Wednesday, September 16, 2009 at 10:00 am. The conference will be held at the Clay County Administration Building, 4th Floor Meeting Room, 477 Houston Street, Green Cove Springs, FL 32043.

2. Five paper copies of the bid package shall be submitted, IN WRITING, AND SEALED in an envelope. All requested bid information, proof of liability insurance in the minimum amount of \$1,000,000.00, bids and performance data, and form W-9 taxpayer identification number and certification shall be included with all responses submitted.

The words "Bid # 08/09-45, NEIGHBORHOOD STABILIZATION PROGRAM - APPRAISAL & VALUATION SERVICES, TERMITE INSPECTION SERVICES, AND ASBESTOS INSPECTION SERVICES" should be clearly marked on the outside of the bid submittal on the front and back.

3. Bids will be received by mail or in person until 4:00 p.m., Monday, September 28, 2009, and will be opened after 1:00 p.m., on Tuesday, September 29, 2009, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Proposals will be reviewed by Clay County as soon thereafter as possible.

A. All bids will be "clocked" at the time they are received to indicate the time and date of receipt. Bids **WILL NOT** be accepted in person after the time and date specified.

- B. Bids received by mail **WILL NOT** be accepted if they are received after the time and date specified regardless of the postmark or circumstances.
4. During the bidding process, all prospective Bidders are hereby instructed NOT to contact any member of the Elected Officials, County Manager or County Employees for meetings, conferences or technical discussions related to the Bid. This includes from the time the bid is advertised until the time that the Board has made a decision on a bid award. Unauthorized contact with Elected Officials, County Manager or County personnel may result in rejection of the Vendor's Bid. All communications with the County regarding this Bid should be directed to: Donna Fish, Buyer, Clay County Purchasing Department, 477 Houston Street, Green Cove Springs, FL 32043, 904-278-3761 or by email: donna.fish@co.clay.fl.us . All interested vendors (Firms) must receive the Bid documents through the Clay County Purchasing Division.

Written inquiries/questions must be received by September 17, 2009

5. Each vendor receiving an invitation should reply as noted above or reply with a written **"NO RESPONSE."** Either action will keep the vendor on the appropriate active bidder's list. Three (3) failures to respond to solicitations may result in deletion from the solicitation list.
6. If submitting proposals as a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, please include documentation of same.
7. Any vendor affected adversely by Clay County's decision shall file with the Clay County Board of County Commissioners a Notice of Protest in writing within 72 hours after the posting of the selected vendor. Failure to file a written notice of Protest shall constitute a waiver of proceedings under Chapter 120.57(3)(a)(3) (Administrative Procedures Act), Florida Statutes.
8. The Board of County Commissioners of Clay County, Florida, reserves the right to waive formalities in any response, to reject any or all responses with or without cause, including the lack of availability of adequate funds, regulatory agency requirements, and/or to accept the response(s) that, in its judgment, will be in the best interest of the County of Clay.
9. Indemnification Statement: The awarded vendor must agree to defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, agents and servants (collectively, the Indemnitees), from and against any and all suits, claims, demands, liabilities and costs and all damages, including reasonable attorney's fees and court costs, asserted against the Indemnitees or any of them by reason of injury to the persons or property of others, including any Participant, which is caused by the fault, acts, omissions or comparative negligence, whether active or passive, attributable the performance of its duties and obligations under this Agreement, or to any of the

employees, officers, agents or servants, or to any subcontractor of the firm. The vendor's obligations under this paragraph shall also apply to actions by third parties performed on behalf of the firm pursuant to this Agreement.

10. Due to time constraints, Clay County is moving forward with the bid process, however no contract will be executed until grant funds have been received.
11. The use of Clay County's seal or other Clay County BCC logos is NOT to be used on your bid submittal.

Contractor's Insurance Requirement:

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

- a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

- b. Automobile Liability

1. Any automobile-Combined bodily injury/ property damage, With minimum limits for all additional coverage as required by Florida law	\$1,000,000
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- c. Workers Compensation/Employers Liability

1. Workers Compensation	Statutory Limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

- d. Professional Liability

1. When required by contract-per occurrence
2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay county, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also

include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverage required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

GENERAL PROVISIONS

QUESTIONS/ADDENDA:

There will be no oral interpretations of the Bid Documents. Any bidders/proposers in doubt as to the true meaning of any part of the Bid Documents may submit a written request to the Purchasing Manager for interpretation thereof. The Purchasing Department shall receive all requests for interpretation or corrections no later than **September 17, 2009**. Any interpretation to a bidder will be made only by a written addendum duly issued and a copy of such addendum will be mailed and delivered to each bidder receiving a set of Bid Documents. Addenda issued by the County prior to the bid opening shall be binding as if written into the Bid Documents. Bidders shall acknowledge receipt of all addenda as indicated on the bid form.

BOND REQUIREMENTS:

No Bid Bond Required.

QUALIFICATIONS OF BIDDERS:

The County reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any bidder to perform the work. If, after the investigation, the evidence of competency and financial ability is not satisfactory, the County reserves the right to reject the bid.

SUBMITTAL, RECEIPT, AND OPENING OF BIDS:

Any bidder may withdraw his bid either personally or by telegraphic or written communication at any time prior to the scheduled closing time for the bid. Bids shall be opened and publicly read at the time and place indicated in the Invitation to Bid. Once bids are opened, they become the property of the County and will not be returned. Within 10 days after bid opening, all bids become "public records" and are subject to disclosure pursuant to Florida Statutes section 119. 071 (1) (b) 1.a.

CONSIDERATION OF BIDS AND AWARD OF CONTRACT:

For each service, a contract will be awarded to the lowest responsible and responsive bidder whose bid, conforming to the specifications and/or instructions to bidder, will be the most advantageous to the County, price and other factors considered. The County reserves the right to enter into one or more contracts with one or more bidders for each service for which the County is requesting bids.

The COUNTY reserves the right to award a contract to other than the low bidder for such reasons as acceptability of specific products or designs, delivery times, warranties, past performance, unacceptable deviations or exceptions taken to the Contract Document specifications, or degree of compliance with any other requirement of the Contract Documents specifications. Further, the COUNTY shall have the right to consider price, quality, time required for performance and qualifications of the bidder in making the award.

The COUNTY reserves the right to waive any and all irregularities and to reject any or all bids in the best interest of the COUNTY and award the contract(s) to the responsible bidder(s) whose bid is determined to be in the best interest of the County.

For and in consideration of the County considering Bids submitted, the Bidder, by submitting its Bid, expressly waives any claim to damages, of any kind whatsoever, in the event that the County exercises its right to cancel the award in accordance herewith. Furthermore, the County reserves the right: to omit in its entirety any one or more items of the Work without forfeiture of the Contract or claims for loss of anticipated profits or any claims by the successful Bidder as Contractor on account of such omission; and to add to the construction of any portion of the Work shown on the Specifications.

TRENCH SAFETY (If applicable):

Florida Statutes Sections 553.60 through 553.64, known as the "Trench Safety Act", requires all contractors engaged by Clay County, Florida to comply with the Occupational Safety and Health Administration's excavation safety standards, found in 29 C.F.R. Subpart P, sections 1926.650-1926.652. All prospective contractors are required to complete and sign the Trench Safety Act Compliance Statement and provide compliance cost information where indicated. The costs for compliance with the Trench Safety Act must be incorporated into this Project's base Bid.

CONFLICT OF INTEREST:

The bidder, by signing his bid, certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

PERMITS AND LICENSES:

The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incidental to the performance of the Work. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", Clay County as COUNTY is obligated to disclose all license, permit, impact or inspection fees that are payable to Clay County as COUNTY in connection with the construction of the Work by the accepted Bidder.

PUBLIC ENTITY CRIMES:

Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that 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, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

PUBLIC DISCLOSURE STATEMENT:

Conflict of Interest: Any entity submitting a bid or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or County employee. The relationship with either that must be disclosed is as follows:

Father, mother, son daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, half brother, half sister, grandparent, or grandchild.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. (Form provided in the Forms Section of this Bid). Failure to submit form may be cause for rejection of bid.

SPECIAL EQUAL OPPORTUNITY PROVISIONS AS REQUIRED BY THE CDBG.

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended
(This section is applicable to Federally assisted construction contracts and related subcontracts the amount of which is \$10,000 or less.)

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment 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.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

- (1) Section 202 Equal Opportunity Clause

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 to 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 a conspicuous place, 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 consideration 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 by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment 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, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
 - (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, be declared ineligible for further Government contracts in accordance with procedures authorized 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 provisions of the sentence immediately preceding Paragraph (a) and the provisions of Paragraphs (a) through (g) 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 Department may direct as a means of enforcing such provisions, including sections of 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 Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000.)

- (a) The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female participation:	6.9% (Statewide)
Minority participation:	21.8% (Clay County)

These goals are applicable to all Contractor's construction work (whether or not it is federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established or the geographic area where the contract resulting from his solicitation is to be performed. The hours of minority and female employment or training must be substantially uniform throughout the length of the Contract and in each trade the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (c) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- (d) As used in this Notice, and in the contract resulting from the solicitation,

the "covered area" is the county in which the contract work is being undertaken- Clay County.

(3) Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

(a) As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
2. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
3. "Employer identification number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U. S. Treasury Department Form 941.
4. "Minority" includes:
 - (I) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (II) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (III) Asian and Pacific Islander (all persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
 - (IV) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(4) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(5) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for

those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (6) The Contractor shall implement the specific affirmative action standards provided in paragraphs (9) 1. through 16. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- (7) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (8) In order for the nonworking training hours of apprentices and trainees to be counted in meeting goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (9) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:
 1. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the

Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading apprenticeship, trainee and other programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
9. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
12. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated except

that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a review, at least annually, of all supervisors adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (10) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (9) 1. through 16.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (9) 1. through 16. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
 - (11) A single goal for minorities and separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized).
 - (12) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 - (13) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 - (14) The Contractor shall carry out sections and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or

ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- (15) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensively as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirement of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (16) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number where assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and location at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (17) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance and upon the application of Clay County's requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

STATEMENT OF WORK & CONTRACT AWARD SCHEDULE

PURPOSE

Clay County is soliciting bids from firms interested in contracting for and completing the services that the County anticipates will be needed to carry out Clay County's FFY 2008/09 Neighborhood Stabilization Program Community Development Block Grant (CDBG). Requested services include; Appraisal and Valuation Services, Termite Inspection Services and Asbestos Inspection Services.

OVERVIEW

Clay County is an urbanizing County located in Northeast Florida, encompassing approximately 644 square miles. The 2008 population of the county is 178,899. About 10% of those residents live in one of the county's four municipalities, while the remainder lives in the unincorporated area of the county.

As part of Florida's December 1, 2008 NSP Action Plan, the Florida Department of Community Affairs (DCA) earmarked \$3,638,523 for Clay County to purchase and redevelop abandoned or foreclosed properties. The County anticipates applying for the full \$3,638,523 in NSP funds.

\$2,722,894, of the \$3,638,523 that the county is eligible to apply for must be used to benefit individuals and families with incomes that do not exceed one hundred and twenty percent (120%) of area median income. The remaining County's NSP funds (\$915,629) must be used to provide rental housing for individuals and families whose incomes do not exceed fifty percent (50%) of area median income.

NSP funds must be used by local governments to purchase and redevelop abandoned or foreclosed properties. Eligible uses for the funds include:

- Buying and rehabilitating foreclosed homes for re-sale to income eligible households;
- Buying and rehabilitating foreclosed homes for renting to income eligible households;
- Offering financing assistance to low- to moderate-income homebuyers; and

The period of performance for the contract is anticipated to run from May 2009 to closeout of the NSP CDBG. Final contract schedule will be determined during agreement negotiations.

PROJECT REQUIREMENTS

The project involves implementing one or more of the programmatic activities described above for a \$3,638,523 NSP CDBG for FFY 2008/09.

As a CDBG recipient, the County is required to follow CDBG regulations regarding procurement and contracting. Consequently, certain federal and state requirements (such as equal employment opportunity provisions) will apply to the contracts for this project and will be applicable to the selected service providers.

The County is requesting bids from qualified firms to carry out one or more of the following services:

- Provide Appraisal and Valuation Services
- Provide Termite Inspection Services

- Asbestos Inspection Services

The bids received for each activity included in this solicitation package will be evaluated and awarded independent of the other services in this solicitation package for which bids are being requested.

TENTATIVE SUBMISSION, REVIEW AND CONTRACT AWARD SCHEDULE

August 27, 2009 & August 28, 2009	Advertise for Requested Services
September 16, 2009	Non - Mandatory Pre-Bid Conference
September 28, 2009	Bid Submission Deadline
TBD	Bids Reviewed and Awards Made
TBD	County Commission Approval Bids and Awards

RESPONSE FORMAT

Respondents shall present their responses to the Invitation to Bid for each of the services detailed below separately. All requested services shall be provided for single family homes on standard residential lots.

1. **Appraisal & Valuation Services** - Provide appraisals of foreclosed properties following the Uniform Standards of Professional Appraisal Practice (USPAP) and federal appraisal requirements found in 49 CFR 24.103. Compliance with both USPAP and federal appraisal requirements may be achieved by using the Supplemental Standards Rule and the Jurisdictional Exception Rule of USPAP, where applicable. These services shall be provided prior to property acquisition and after the rehabilitation of the property has been completed. Respondents must provide evidence of licensing, a resume of recent experience, and a proposed fee structure which details all costs to the County on a per unit basis. All appraisal reports that are requested by Clay County shall be completed and submitted to the County within fifteen (15) calendar days from issuance of the Notice to Proceed for the appraisal report.
2. **Termite Inspection Services** - Perform an inspection to determine if termite infestation is present at a property being considered for purchase. The inspection report shall include information as to the presence in the structure of subterranean termites, dry wood termites, beetles, carpenter ants, or other pests. Responses shall include evidence of proper state licensing and a resume of similar work experience. Respondents must provide a proposed fee structure which details all costs to the County on a per unit basis. All termite inspection reports shall be completed and submitted to the County within seven (7) calendar days from Clay County's issuance of a Notice to Proceed with the inspection and report.
3. **Asbestos Inspection Services** – Perform a survey of the interior and exterior building components to identify suspect friable and non-friable asbestos-containing materials and to collect and have analyzed samples of these materials in order to determine the presence and extent of asbestos-containing building materials within the study site.

The sampling, analysis and reporting shall be executed in accordance with applicable federal, state and local regulations, including but limited to EPA, NESHAP and OSHA regulations.

All services shall be provided under the direction of a State of Florida Licensed Asbestos Consultant. The services shall specifically include the items presented below.

1. Visual inspection of accessible building materials for suspect asbestos-containing materials.
2. Identification of homogeneous suspect asbestos-containing materials.

3. Collection of bulk samples of accessible suspect asbestos-containing materials.
4. Analysis of bulk material samples by Polarized Light Microscopy (PLM) via EPA-600 and EPA 40CFR 763 method by a NVLAP accredited laboratory.
5. Assessment of asbestos-containing materials regarding friability, general condition, exposure risk and potential for disturbance.
6. Determination of material locations and quantities within the study site.
7. Evaluation of field and laboratory results by a State of Florida Licensed Asbestos Consultant.

If a property containing asbestos is purchased and rehabilitated, the respondent shall perform clearance testing of the unit at the completion of construction. Responses shall include evidence of proper state licensing and a resume of similar work experience. Respondents must provide a proposed fee structure which details all costs to the County on a per unit basis. All asbestos inspection reports shall be completed and submitted to the County within fifteen (15) calendar days from Clay County's issuance of a Notice to Proceed with the inspection and report.

BID FORM #1 - Appraisal & Valuation Services

Bidder _____
(Bidder's Name)

hereafter called "CONTRACTOR" , hereby submits

TO: CLAY County Purchasing Department
4th Floor, Clay County Administration Building
477 Houston Street, Green Cove Springs, FL, 32043

Project Name: Bid # 08/09-45, NEIGHBORHOOD STABILIZATION PROGRAM - APPRAISAL & VALUATION SERVICES, TERMITE INSPECTION SERVICES, AND ASBESTOS INSPECTION SERVICES

Bid: Appraisal & Valuation Services

The Bidder, having carefully and to its full satisfaction examined the Contract Documents, for that Project known as: Neighborhood Stabilization Program CDBG Housing Acquisition Services and being familiar with all of the conditions surrounding the proposed Work, hereby proposes to furnish and pay for all related labor, equipment, materials, supplies, services, and fees, required fully to complete all Work for the Project in accordance with all requirements of the Contract Documents, and to complete the Work in accordance with the Contract Documents, within the time set forth therein and at the prices stated in this Bid Form.

Proposed Contract Sum per Appraisal of a single family parcel:

Base Bid Amount of:

Base Bid Price Written (\$_____)

BID FORM #2 - Termite Inspection Services

Bidder _____
(Bidder's Name)

hereafter called "CONTRACTOR" , hereby submits

TO: CLAY County Purchasing Department
4th Floor, Clay County Administration Building
477 Houston Street, Green Cove Springs, FL, 32043

Project Name: Bid # 08/09-45, NEIGHBORHOOD STABILIZATION PROGRAM - APPRAISAL & VALUATION SERVICES, TERMITE INSPECTION SERVICES, AND ASBESTOS INSPECTION SERVICES

Bid: Termite Inspection Services

The Bidder, having carefully and to its full satisfaction examined the Contract Documents, for that Project known as: Neighborhood Stabilization Program CDBG Housing Acquisition Services_and being familiar with all of the conditions surrounding the proposed Work, hereby proposes to furnish and pay for all related labor, equipment, materials, supplies, services, and fees, required fully to complete all Work for the Project in accordance with all requirements of the Contract Documents, and to complete the Work in accordance with the Contract Documents, within the time set forth therein and at the prices stated in this Bid Form

Proposed Contract Sum per termite inspection of a single family property:

Base Bid Amount of:

Base Bid Price Written (\$_____)

BID FORM #3 - Asbestos Inspection Services

Bidder _____
(Bidder's Name)

hereafter called "CONTRACTOR" , hereby submits

TO: CLAY County Purchasing Department
4th Floor, Clay County Administration Building
477 Houston Street, Green Cove Springs, FL, 32043

Project Name: Bid # 08/09-45, NEIGHBORHOOD STABILIZATION PROGRAM - APPRAISAL & VALUATION SERVICES, TERMITE INSPECTION SERVICES, AND ASBESTOS INSPECTION SERVICES

Bid: Asbestos Inspection Services

The Bidder, having carefully and to its full satisfaction examined the Contract Documents, for that Project known as: Neighborhood Stabilization Program CDBG Housing Acquisition Services_and being familiar with all of the conditions surrounding the proposed Work, hereby proposes to furnish and pay for all related labor, equipment, materials, supplies, services, and fees, required fully to complete all Work for the Project in accordance with all requirements of the Contract Documents, and to complete the Work in accordance with the Contract Documents, within the time set forth therein and at the prices stated in this Bid Form

Proposed Contract Sum per inspection of a single family property:

Base Bid Amount of:

Base Bid Price Written (\$_____)

Proposed Contract Sum per clearance test of a single family property:

Base Bid Amount of:

Base Bid Price Written (\$_____)

Time of Completion:

The Work shall commence immediately upon receipt of the Notice to Proceed from the County and shall be completed as follows:

- Appraisal Reports shall be completed and the report submitted to the County within fifteen (15) calendar days of receipt of the Notice to Proceed;
- Termite inspection reports shall be submitted to the County within seven (7) calendar days from the receipt of the Notice to Proceed;
- Asbestos Inspections shall be completed and the report submitted to the County within fifteen (15) calendar days of receipt of the Notice To Proceed;
- Asbestos Clearance Testing Reports shall be completed and a report submitted to the County within fifteen(15) calendar days from the receipt of the Notice to Proceed

Addenda:

The following Addenda have been received and are included in the Base Bid:

Addendum No. 1	Yes _____	Date _____
Addendum No. 2	Yes _____	Date _____
Addendum No. 3	Yes _____	Date _____
Addendum No. 4	Yes _____	Date _____

The Bidder agrees, if it is awarded the Contract, to commence Work under the Contract upon receipt of the Notice To Proceed from the County. Bidder further agrees to pay to Clay County the amount of **Fifty Dollars (\$50.00) per calendar day**, not as a penalty but as liquidated damages, as set forth in the Contract Documents, for each consecutive calendar day after the date of substantial completion that the Work is not completed as provided in the Contract Documents.

Acceptance of Bid:

The BIDDER understands and agrees that the County reserves the right to accept or reject any or all Bids submitted within 60 calendar days from the date of the Bid opening. BIDDER acknowledges that it shall be bound by the terms of this Bid and agrees that it will not withdraw its Bid for said period of time. County anticipates award of bid within 60 calendar days from bid opening.

Time:

Time is of the essence. The undersigned bidder agrees, that if awarded a contract, to execute an agreement within 15 days after notification of award; to furnish payment and performance bond; and provide all required insurance certificates in the same time frame.

Respectfully Submitted,

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

(_____) _____ - _____
Phone

Date Signed

(Corporate Seal)

E-mail: _____

Business Tax Receipt Number: _____

FEIN Number: _____

List of Subcontractors

The Bidder **SHALL** list below the name and address of each Subcontractor who will perform work under this Contract in excess of one-half percent of the total bid price, and shall also list the portion of the work which will be done by such Subcontractor. After the opening of Bids, changes or substitutions will not be allowed unless approved by Clay County after a request for such change has been submitted in writing by the Contractor, which shall include reasons for such request. Subcontractors must be properly licensed and hold a valid Certificate of Competency.

Documentation Submitted with Project _____

<u>Work to be Performed</u>	<u>Subcontractor's Name/Address</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____

Note: Attach additional sheets if required.

THIS LIST MUST BE SUBMITTED WITH YOUR BID
--

CLAY COUNTY RESERVES THE RIGHT TO EVALUATE AND AWARD CONTRACTS BASIS OF THE BIDS AND INFORMATION RECEIVED AS WELL AS ANY ADDITIONAL INFORMATION THAT IS REQUESTED.

The bidder shall be required before the award of any contract to show to the complete satisfaction of Clay County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy Clay County with regard to the bidder's qualifications. Clay County may take reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein.

**SWORN STATEMENT
CLAY COUNTY DISCLOSURE OF RELATIONSHIPS**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. ____ for
**NEIGHBORHOOD STABILIZATION PROGRAM - APPRAISAL & VALUATION SERVICES,
TERMITE INSPECTION SERVICES, AND ASBESTOS INSPECTION SERVICES**
2. This sworn statement is submitted by: _____
(Name of entity submitting Statement)
whose business address is: _____
and its Federal Employer Identification Number (FEIN) is _____
3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____
4. I understand that an "affiliate" as defined, means:
The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.
5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships with any Clay County Commissioner or Clay County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate Name of County Commissioner Relationship or entity

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____

BIDDER QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained:

Clay County Bid # 08/09-45 for **NEIGHBORHOOD STABILIZATION PROGRAM - APPRAISAL & VALUATION SERVICES, TERMITE INSPECTION SERVICES, AND ASBESTOS INSPECTION SERVICES**

1. How many years has your organization been in business? _____

2. Number of employees "ON THE JOB" each week?

3. Will you subcontract any part of this work? If so, give details: _____

4. The following are named as three (3) references - public entities, corporations or individuals for which you have performed similar work:

1) Firm _____ Phone # (____) _____ - _____

Contact _____

2) Firm _____ Phone # (____) _____ - _____

Contact _____

3) Firm _____ Phone # (____) _____ - _____

Contact _____

4) Firm _____ Phone # (____) _____ - _____

Contact _____

5. List three (3) similar projects your organization has underway or has been awarded as of this date, including the type of project; the percent complete; and the scheduled completion date:

1) _____

2) _____

3) _____

6. Have you ever failed to complete work awarded to you: ☐ Yes ☐ No
If so, where and why? _____

7. What equipment do you own that is available for the work? _____

8. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business:
Correct Name of Bidder: _____

Address: _____

SAMPLE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2009
by and between _____, hereinafter
called the CONTRACTOR and CLAY COUNTY herein called the OWNER.

WITNESSETH: That the OWNER and the CONTRACTOR for the consideration
hereinafter named, agree as set forth below:

Article 1. SCOPE OF WORK

As per specifications of advertised and sealed Clay County Bid _____, CONTRACTOR, as an
independent contractor and not as an employee, shall furnish, for the sum of _____
(\$ _____), all of the necessary labor,
material, and equipment to perform the work described in accordance with the Contract
Documents.

Article 2. TIME OF COMPLETION

_____ Days from receipt of the Notice to Proceed.

Article 3. GENERAL

The CONTRACTOR hereby certifies that he has read every clause of the Contract Documents
and that he has made such examination of the location of the proposed work as is necessary to
understand fully the nature of the obligation herein made; and shall complete the same the time
limit specified herein in accordance with the plans and specifications.

The OWNER and CONTRACTOR agree to maintain records, invoices, and payments for the
work. Contractor acknowledges and agrees that all payment to be made under this contract is
derived from Community Development Block Grant funds and the contractor shall execute a
valid "Release of Liens" and agrees to look solely to Clay County for payment for services
hereunder. The foregoing provision shall be inserted into any contracts between the contractor
and any subcontractors, materialmen, laborers, and or suppliers under this contract.

All work under this Contract shall be done to the satisfaction of the OWNER, who shall in all
cases determine the amount, quality, fitness, and acceptability of the several kinds of work and
materials which are to be paid for hereunder, and shall decide all questions which may arise as to
fulfillment of the Contract on the part of the CONTRACTOR, and his decision thereon shall be
final and conclusive; and such determination and decision, in case any question shall arise, shall
be a condition precedent to the right of the CONTRACTOR to receive any money hereunder.

Any clause or section of this contract or specification which may for any reason be declared
invalid by a court of competent jurisdiction, including appeal, if any, may be eliminated
therefrom; and the intent of this Contract and the remaining portion thereof will remain in full
force and effect as though such invalid clause or section has not been incorporated therein.

Article 4. QUANTITIES AND PRICES

The Owner shall pay the CONTRACTOR for all work included and completed in accordance with this Contract, based on the items of work set forth in the CONTRACTOR'S Bid Form.

Article 5. ACCEPTANCE AND FINAL PAYMENT

When the work provided for under this contract has been completed, in accordance with the terms thereof, a lump sum payment request in the amount of such work shall be prepared by the CONTRACTOR, and filed with the OWNER within fifteen days after the date of completion. The lump sum payment request shall be accompanied by a Certificate of Acceptance issued by the OWNER stating that the work has been completed to its satisfaction, in compliance with the Contract. The Certificate of Acceptance shall not be issued until the final inspection has occurred. In accordance with the Local Government Prompt Payment Act, after receipt of the ENGINEER'S final acceptance by the OWNER, the OWNER shall make payment to the CONTRACTOR in the full amount. The acceptance by the Contractor of final payment shall be and shall operate as a release to Clay County as OWNER, and also to the owner of the subject property upon which the work was performed, from all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work under this Contract and for every act and neglect of the Owner and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Payment Bond and/or Performance Bond, if any.

Article 6. THE CONTRACT DOCUMENTS

The General Conditions, Special Conditions, Specifications, Bid Documents, Insurance Requirements (Exhibit A), Bonds, and the Drawings, together with this Agreement, form the Contract, and are fully a part of this Contract as if included herein.

Article 7. VENUE

This agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Clay County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Northern District of Florida.

(Contractor)

President

Witnessed by: _____

(Owner)

Clay County, Florida

Wendell Davis, BCC Chairman

Approved by BCC _____

Attest:

Fritz Behring, County Manager

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing division, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing division will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing division. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing division, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing division for distribution as provided in Section F hereof, and the "Request for Bids" (see Example 2 attached) shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include

but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing division shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing division shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing division identified by bid number. Prior to mailing, a copy of each addendum shall be received by the

Purchasing division, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing division with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing division shall immediately record the date and time thereof. The Purchasing division shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing division shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. **Commercial General Liability**

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

- b. Automobile Liability
 - 1. Any automobile-Combined bodily injury/property damage, \$1,000,000
 With minimum limits for all additional coverages
 as required by Florida law
- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000

d. Professional Liability

- 1. When required by contract-per occurrence \$1,000,000
- 2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.
- 3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) **Bid Awards and Protests:**

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

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

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: http://www.claycountygov.com/Departments/Finance/decision_bids.htm.

² As of the date on which this Purchasing Policy was adopted, the County's homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.
7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.
8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.
9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenor shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those

for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

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).

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 on page 4.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

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

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

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 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 Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

Caution: A disregarded domestic 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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov 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 who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.