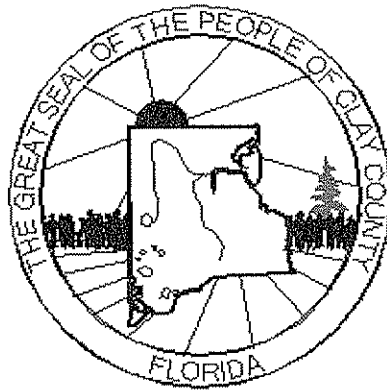


# **REQUEST FOR PROPOSAL (RFP)**

**RFP # 08/09-37**



**DUE DATE: MONDAY, JULY 20, 2009**  
**OPEN DATE: TUESDAY, JULY 21, 2009**

## **ECONOMIC IMPACT/TOURISM FEASABILITY STUDY CLAY COUNTY, FLORIDA**

**Issued by:**  
**Clay County Board of County Commissioners**  
**Purchasing Division**

**RFP # 08/09-37**  
**ECONOMIC IMPACT/TOURISM FEASABILITY STUDY**

|                                                                  |       |
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Attachment:  
Form W-9

Thursday, June 18, 2009

To Consultant Firms:

Please be advised that Clay County is seeking proposal submittals (RFP) for the following project:

**RFP # 08/09-37 ECONOMIC IMPACT/TOURISM FEASABILITY STUDY,**  
**CLAY COUNTY, FL**

This project is to consist of a study of the economic impact of tourism on Clay County.

The submittal deadline has been established as Monday, July 20, 2009. The RFP package contains a general scope of services and submittal instructions. You are cordially invited to participate in this request for qualification/proposal process.

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

Sincerely,



Karen Thomas, CPPB, FCCN  
Purchasing Manger

**IF INTERESTED IN SUBMITTING PROPOSALS PLEASE CONTACT  
THE PURCHASING DIVISION (BY EMAIL) FOR A COMPLETE RFP  
PACKAGE : [donna.fish@co.clay.fl.us](mailto:donna.fish@co.clay.fl.us)**

**All interested vendors (Firms) must receive the Bid documents and register  
through the Clay County Purchasing Division.**

## **REQUEST FOR PROPOSALS (RFP)**

NOTICE IS HEREBY GIVEN that the Board of County Commissioners, Clay County, Florida, will be accepting sealed proposals, which will be received until 4:00 p.m., Monday, July 20, 2009 at the Clay County Administration Building, Purchasing Department, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

### **RFP # 08/09-37 ECONOMIC IMPACT/TOURISM FEASABILITY STUDY, CLAY COUNTY, FL**

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, July 21, 2009 at the Clay County Administration Building, conference room "B" fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened proposals will be read aloud, examined for conformance to specifications, tabulated, and one copy reserved in the custody of the Purchasing Department. Clay County will review proposals as soon thereafter as possible. A review committee will recommend to the Tourist Development Council who will then give their recommendation to the BCC.

Proposals **WILL NOT** be valid unless received by the RFP deadline and in a sealed envelope marked "Request For Proposals, **RFP # 08/09-37 ECONOMIC IMPACT/TOURISM FEASABILITY STUDY, CLAY COUNTY, FL** to be received until 4:00 P.M., Monday, July 20, 2009.

Proposers desiring to provide the needed services must submit five (5) copies of the submitted proposal for evaluation by Clay County.

During the bidding process, all prospective proposers 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 RFP. 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 RFP response. For information concerning procedures for responding to this RFP, contact Purchasing Manager, Karen Thomas at (904) 278-3735. All interested vendors (Firms) must receive the Bid documents and register 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 the County of Clay.

**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](http://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](http://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

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

CLAY COUNTY LEADER For Publication on June 25, 2009.

CLAY TODAY For Publication on June 25, 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 PROPOSALS INSTRUCTIONS

### **PROJECT: RFP # 08/09-37 ECONOMIC IMPACT/TOURISM FEASABILITY STUDY**

1. All sealed Proposals submitted shall be received by the Purchasing Division of Clay County, Florida.

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

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

FIVE sets of the qualification/proposal package shall be submitted, IN WRITING, AND SEALED in an envelope. Proof of liability insurance in the minimum amount of \$1,000,000.00, proposals and performance data, page 16 of this RFP signed by an Officer of the responding Firm, and form W-9 taxpayer identification number and certification shall be included with all responses submitted.

The words **RFP #08/09-37 ECONOMIC IMPACT/TOURISM FEASABILITY STUDY** shall be clearly marked on the front and back of the envelope containing the Proposals.

2. Proposals will be received by mail or in person until 4:00 P.M., Monday, July 20, 2009, and will be opened after 1:00 P.M., on Tuesday, July 21, 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 Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
  - B. Proposals **WILL NOT** be accepted in person after the time and date specified.
  - C. Proposals received by mail **WILL NOT** be accepted if they are received after the time and date specified regardless of the postmark or circumstances.

3. A review committee will recommend to the Tourist Development Council who will then give their recommendation to the BCC. It is possible that the County may consider a short list of firms who will then be notified to give an oral presentation to the Board of County Commissioners. Following the oral presentation the firms will be “ranked” by the Board of County Commissioners. As soon thereafter as possible negotiations and contract proceedings will take place with the number 1 ranked service provider. In addition to the contract, the successful firm will be required to submit a fully executed Standard Addendum to all Contracts document. The Standard Addendum to all contracts can be found in the qualification package for RFP #08/09-37, pages 22-23. If a successful negotiation can not be reached, the County may seek a proposal from the number two, then number three ranked firm if deemed necessary by the County.
4. Inquiries concerning the Request For Proposals should be directed to:  
Clay County Purchasing Division / Clay County Administration Building  
P.O. Box 1366, 477 Houston Street  
Green Cove Springs, Florida 32043  
(904) 278-3735

**Written inquiries must be received by July 8, 2009**

5. Each firm receiving an invitation should reply as noted above or reply with a written **“NO RESPONSE.”** Either action will keep the firm on the appropriate active Professional Services 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 firm 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. During the bidding process, all prospective proposers 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 RFP. 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 Firm’s RFP response. For information concerning procedures for responding to this RFP, contact Purchasing Manager, Karen Thomas at (904) 278-3735 or by email [Karen.thomas@co.clay.fl.us](mailto:Karen.thomas@co.clay.fl.us). All interested vendors (Firms) must receive the bid documents and register through the Clay County Purchasing Division.
9. 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.

10. Indemnification Statement, Firm must agree to defend, protect, indemnify and hold harmless the County and all its principals, employees, officers, agents and servants (collectively, and 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 any Agreement, or to any of the employees, officers, agents or servants, or to any subcontractor of the firm. The firm's obligations under this paragraph shall also apply to actions by third parties performed on behalf of the firm pursuant to any Agreement.
11. The selected firm will be required to maintain the following insurance coverage from the date of project commencement through the date of project completion, and provide that the coverage will include all independent contractors and subcontractors. In addition, a certificate verifying the same must be provided to Clay County.

#### WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

- A. Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000.00 for each accident, \$500,000.00 Disease-Policy Limit, \$100,000.00 Disease-Each Employee and Statutory Limit Workers Compensation, whichever limit is greater.
- B. Notice of Cancellation and/or Restriction: The policy must be endorsed to provide the County with thirty (30) days prior written notice of cancellation and/or restriction.

#### COMPREHENSIVE GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include the following:

- A. Minimum Limits:

|                                             |                |
|---------------------------------------------|----------------|
| General Aggregate                           | \$1,000,000.00 |
| Products and Completed Operations Aggregate | \$1,000,000.00 |
| Personal and Advertising Injury             | \$1,000,000.00 |
| Each Occurrence                             | \$1,000,000.00 |
| Fire Damage (any one fire)                  | \$ 50,000.00   |
| Medical Expense (any one person)            | \$ 5,000.00    |

- B. Contractual coverage applicable to this specific project including any hold harmless and/or such indemnification agreement.

#### COMPREHENSIVE AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- A. Minimum limits of \$1,000,000.00 per occurrence Combined Single Limits, \$1,000,000.00 for Bodily Injury Liability and Property Damage Liability, or a minimum combined single limit of \$1,000,000.00.
- B. Coverage shall include owned vehicles, hired, leased, non-owned vehicles, and employee non-ownership.

#### PROFESSIONAL LIABILITY

Coverage must include the following:

- A. A minimum combined single limit of \$1,000,000.00 per claim.
- B. Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the ORGANIZATION responsible and liable for any such difference in the amount of coverage exclusion or limitation, the ORGANIZATION shall be required to provide written documentation that is acceptable to the COUNTY establishing that the ORGANIZATION has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.
- C. Either prior to or simultaneously with the execution of the contract, the successful firm 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. (This requirement is excepted for Workers' Compensation Insurance)

## **STATEMENT OF WORK & CONTRACT AWARD SCHEDULE**

### **PURPOSE**

Clay County is soliciting proposals for a company to do a study to determine the economic impact of tourism on Clay County.

### **OVERVIEW**

It is a common practice for DMO's (Destination Marketing Organizations) and tourist bureaus to review and analyze their position in the market and analyze the destination's current strategic marketing plan clarifying both short and long term strategic tourism marketing objectives.

The tourism function for Clay County was transitioned in October of 2008 from the Clay County Chamber of Commerce to Clay County government. The creation of a tourism agency (division) with a full-time staff member was formally approved by the Clay county Board of Commissioners (BCC) on May 26, 2009. The BCC also approved, on that date, the use of tourist development funds to finance a tourism economic impact study.

A study to determine the economic impact of tourism on Clay County was not conducted while tourism was a division of the Chamber of Commerce. Hence, the data determined by this study will be used to establish a baseline on various components of the tourism industry in Clay County. Information on Clay County Tourism is available on the website at <http://www.claycountygov.com/tourism/>.

The area hosts several festivals and events throughout the year, however, most of the events have little impact in attracting overnight visitors.

### **OBJECTIVES/SCOPE OF WORK**

1. Determine Clay County's image as a tourism destination.
2. Determine stakeholder perception of tourism in the county by interviewing (20 -30) stakeholders including, but not limited to, members of the tourist development council, special event organizers, hoteliers, historical, cultural, performing arts, film and organized sports representatives.
3. Conduct research to assess the county's current visitor profile including demographic and psychographic data to establish baseline information on current visitor traffic to Clay County.
4. Explore primary reasons tourists come to the county.
5. Determine the county's three primary feeder markets.

6. Define short and long term strategic tourism marketing objectives.
7. Review existing assets, procedures and programs for tourism development with regard to ROI (return on investment) and establishing benchmarks.
8. Provide a plan to protect, preserve and celebrate the key assets of Clay County's tourism economy, including the natural, build, heritage and cultural treasures of the area; pursuing tourism in a way that supports improvements in quality of life, respectful of carrying capacities at key visitor access points, delivering an authentic visitor experience and maintaining a high visitor yield.

**TENTATIVE SUBMISSION REVIEW AND CONTRACT AWARD SCHEDULE**

|                      |                                                              |
|----------------------|--------------------------------------------------------------|
| <b>June 25, 2009</b> | <b>Advertise for Proposal</b>                                |
| <b>July 20, 2009</b> | <b>RFP Submission Deadline</b>                               |
| <b>TBD</b>           | <b>Consultant Selection Committee Meeting and Interviews</b> |
| <b>TBD</b>           | <b>County Commission Approval of Consultant</b>              |

## RESPONSE FORMAT

At a minimum the following information shall be included in the RFP submittals:

***Cover Letter.*** The cover letter shall contain the following information: name, address, telephone number, FAX number and e-mail address of the individual(s) with authority to negotiate and contractually bind the consultant, if selected. A comprehensive organizational chart shall be included.

***Proposal.*** The proposal shall include a description of how the requested services will be provided. Any specific approach or methodology should be identified. A proposed timeline for the specified services/deliverables shall be included. The proposal must include a statement of recent, current, and projected workloads of the company.

Specific concerns regarding the scope of work called for in this request and recommended potential solutions to these concerns should be identified.

***Corporate experience and capacity.*** The size of the firm, the location of the office from which this service is to be performed and the number and nature of the professional staff to be employed in the performance of this service shall be included in the proposal. Firms shall demonstrate their experience in study services similar to the requested scope of services. Explain in detail the five most significant projects your firm worked on in the last five years. Explain the results your clients have achieved as a direct result of your past studies. List what areas of tourism are your strengths.

***Qualifications.*** Comprehensive statements for qualifications and resumes of all involved in the delivery of the offered services shall be included. In addition, the submittal shall include:

- identification of project manager and statement of amount of project director's time to be devoted to the project;
- a statement as to the amount of time each staff member will spend on the project.

***References.*** A minimum of three (3) references for similar contracts shall be documented. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person.

***Cost.*** The proposal shall include a stated fee amount for services, with an explanation of the basis for the fee.

## REVIEW AND ASSESSMENT

### EVALUATION CRITERIA

Proposals will be evaluated using the following criteria:

| Criteria                          | Maximum Points Awarded |
|-----------------------------------|------------------------|
| Successful Similar Experience     | 25                     |
| Approach to tasks to be performed | 25                     |
| References                        | 20                     |
| Cost                              | 20                     |
| Management and Staffing           | 10                     |

The proposer may 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. A more detailed past history and references may be requested in order to satisfy Clay County with regard to the company's qualifications. Clay County may take reasonable investigations deemed necessary and proper to determine the ability of the company to perform the work. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, the company fails to satisfy the County that the company is properly qualified to carry out the obligations of the contract and to complete the work described therein.

**REQUEST FOR PROPOSALS – RESPONSE FORM**

**RFP # 08/09-37 ECONOMIC IMPACT/TOURISM FEASABILITY STUDY**

Name of Firm Submitting Response: \_\_\_\_\_

Address \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email \_\_\_\_\_

Name of person submitting the RFP \_\_\_\_\_  
(Must Be An Officer of the Firm) (PRINT)

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Clay County Sample Agreement/Contract No. 08/09- xx**

### **ECONOMIC IMPACT/TOURISM FEASABILITY STUDY SERVICES**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, between Clay County, A Political Subdivision of the STATE OF FLORIDA (hereinafter referred to as the "COUNTY"), by and through its Board of County Commissioners (hereinafter referred to as the "Board"), and \_\_\_\_\_, (hereinafter referred to as the "CONSULTANT"), whose address is \_\_\_\_\_.

**WHEREAS**, the County is seeking consultant services to provide Economic Impact/Tourism Feasability Study Services.

**WHEREAS**, the Consultant is qualified to provide professional services in fields of studies requirements; and

**WHEREAS**, Request For Proposals #08/09-37 is incorporated by reference and made a part hereof; and

**WHEREAS**, this Contract is subject to that certain Standard Addendum, attached hereto and made a part hereof; and

**WHEREAS**, the project scope of services is attached hereto and made a part hereof; and

**WHEREAS**, it has been determined that the execution of this Contract is beneficial to the people of Clay County, Florida;

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **I. DESCRIPTION OF THE PROJECT**

The project involves a study of the economic impact of tourism in Clay County, Florida.

#### **II. TERM OF CONTRACT**

The term of this Contract shall commence on the date of the notice to proceed, and shall terminate upon completion of all services hereunder, which said completion date is mutually agreed to be (to be negotiated). All work shall be performed as directed by the County. Such direction shall only be valid, effective, and binding on the County and the Organization when

issued in writing by the County representative. The County specifically reserves the right to increase or decrease any or all of the authorized tasks. The Organization further agrees to provide additional services that the County may desire, and which shall be mutually negotiated regarding scope, timing, and fees, and described by written amendments to this Contract.

### **III. STATEMENT OF CONSULTANT SERVICES**

The professional services to be provided by the Consultant or under the County's authorization shall include those services as described in the scope of services, which scope of services is attached hereto, incorporated by reference and made a part hereof.

The Consultant is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its administering, reporting and other services.

### **IV. GENERAL REQUIREMENTS**

(Work Progress Reports)

The Consultant shall meet with the County periodically during the project to provide informal status reports and to discuss project requirements. Written status reports shall be delivered to the County concurrently with monthly invoices.

### **V. SCHEDULES AND TIME CONSTRAINTS**

The total time allowed for completing the study services required under this Contract, (to be negotiated). Time is of the essence for the completion of this project. Therefore, the Consultant must submit a project schedule to the County. The project schedule must detail the events and pertinent time frames necessary to complete the project within (to be negotiated).

### **VI. DOCUMENT OWNERSHIP**

All documents such reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Contract shall be the property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents whereupon they shall become the sole property of the County. Upon completion or termination of this Contract all of the above documents, to the extent requested (in writing if by termination) by the County, shall be delivered by the Consultant to the County within seven (7) calendar days of the County making such a request. In the event Consultant the County gives the Consultant a written Notice of Termination of all or part of the services or work required the Consultant shall deliver to the County the requested documents as set forth hereinabove, with the mutual understanding and commitment by the County that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination will be paid to the Consultant within forty-five (45) days of the date of issuance of the Notice of

Termination or the receipt by the County of a proper invoice, whichever is the latter. The Consultant shall not, and agrees not to; use any of these documents, data and information contained therein on any other project or for any other client without prior expressed written permission of the County. Notwithstanding any other provision of this Contract, any reuse of documents or materials without written verification or adaptation by the Consultant for the specific purpose intended will be at the County's sole risk and without liability or legal exposure to the Consultant or to the Consultant's independent professional associates, subcontractors, and consultants. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Consultant and the County. In addition, all of the Consultant's pre-existing or proprietary information, documents, materials, computer programs, or software developed by the Consultant outside of this Contract shall remain the exclusive property of the Consultant.

## **VII. COMPENSATION AND METHOD OF PAYMENT**

Total compensation to be paid by County to the Consultant for all services, materials, supplies and other items or requirements necessary to complete the services as described herein, shall be for an amount not to exceed ~~XXXXXXXXXXXXXXXXXX~~, payable via partial payments. The Consultant may submit no more than one invoice statement to the County each calendar month covering services rendered during the invoiced time frame. Each invoice shall be due and payable in accordance with the Local Government Prompt Payment Act. Each submitted invoice shall be for the completed portion of the project, based upon the Consultant's detailed estimate of the proportion of services actually completed at the time of billing to the total services to be performed under this Contract. Such estimates shall be prepared by the Consultant and accompanied by the County's certificate of partial or final payment (whichever is appropriate), a service documentation invoice, and any supporting data as may be required by the County representative.

The signature of the Consultant on any invoice submittal shall constitute the Consultant's certification to the Owner that (a) the Consultant has billed the County for all services rendered by it and any of the Consultant's consultants and subcontractors through the date of the invoice; (b) as of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered; (c) the services listed in the invoice have progressed to the level indicated and have been performed as required by the Contract Documents; (d) that the reimbursable expenses have been reasonably incurred; and, (e) that the amount requested is currently due and owing.

By acceptance of County's payment of an invoiced amount, the Consultant releases the County from any and all claims by the Consultant and by Consultant consultants and subcontractors for work performed but not invoiced during the period for which payment was received.

## **VIII. PERTINENT REFERENCE MATERIAL**

The County will make available to the Consultant for review full information regarding the requirements of the project as reasonably requested by the Consultant. The information

availability requirements will in no way obligate the County to reproduce and/or create requested data. However, the County will allow the use of space at its location for review of information at its disposal.

#### **IX. COUNTY REPRESENTATIVE**

The services provided shall be under the direction of the authorized County representative, or his/her designated representative, who shall have final decision authority on behalf of the County for all aspects of the project, including general direction, review, and approval of the services provided.

#### **X. INSURANCE**

The Consultant shall maintain insurance coverage as specified in RFP # 08/09-37, which said RFP # 08/09-37 is incorporated by reference and made a part hereof. An insurance certificate consistent with the provisions of RFP # 08/09-37 shall be provided to the County prior to the issuance of the Notice to Proceed and commencement of the work.

#### **XI. MAINTENANCE AND ACCESS OF RECORDS**

The County shall have access to all records pertaining to this project during the term of the Contract and for three years following Contract completion. The Consultant is required to make this provision a part of any subcontract entered into for the purposes of performance under this Contract.

#### **XII. CHOICE OF LAW/FORUM**

The County and Consultant both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the law of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Contract or regarding the rights, remedies, obligations or liabilities of the parties arising under this Contract, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

#### **XV. SEVERABILITY**

In the event one or more provisions of this Contract are declared invalid, the balance of this Contract shall remain in full force and effect.

#### **XVI. TERMINATION**

The County may terminate this Contract for its convenience. In this event, the Consultant shall be compensated for work satisfactorily completed and for irrevocable commitments made.

**XVII. GENERAL CONDITION**

This Contract constitutes the entire agreement between the County and the Consultant and supersedes all prior written or oral understandings between the parties. This Contract may only be amended, supplemented, or modified by a written instrument signed by authorized representatives of each party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

CONSULTANT

\_\_\_\_\_

CLAY COUNTY, a political subdivision  
Of the State of Florida by and through its  
Board of County Commissioners

BY: \_\_\_\_\_  
[print name] \_\_\_\_\_

Its \_\_\_\_\_

BY: \_\_\_\_\_  
XXXXXXXX  
Its Chairman

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Fritz A. Behring, County  
Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## STANDARD ADDENDUM TO ALL CONTRACTS AND AGREEMENTS

Any other provisions of the contract or agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said contract or agreement or not, and shall be deemed an integral part of said contract or agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the contract or agreement address a particular matter in a manner which results in a lower cost to the County than this Standard Addendum, then such provisions of the contract or agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the contract or agreement providing construction, labor, materials, professional services, and/or equipment to the County thereunder; the term "County" means Clay County, a political subdivision of the State of Florida, its Board of County Commissioners, or any other name or label set forth in the contract or agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the contract or agreement (the Work) shall be made by the County in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request the County shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services subcontracted for by the Contractor for which the County has agreed to reimburse the Contractor shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the Contractor. No other such subcontracted services shall be reimbursed.
3. In the event the contract or agreement is for professional services, charged on a time basis, the County shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its subcontractors, employees, officers or agents in connection with the services being rendered.
4. The County shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank then "NONE" is deemed to have been inserted therein]:
5. The County shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor except as follows, and then only at \$0.05 per page [if the space below is left blank then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the contract or agreement in a manner which expressly provides for the County to reimburse the Contractor for the same, then the County shall reimburse the Contractor only for those travel and per diem expenses reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the County shall reimburse the Contractor for his, her or its reasonable expense incurred thereby provided prior approval of the County Manager of the County or his or her designee is obtained.
7. With respect to drawings and/or plans prepared on behalf of the County by the Contractor under the

contract or agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the County for all bidders requesting the same, and five complete sets of such drawings and/or plans shall be reproduced and delivered to the County without cost.

8. With respect to any indemnification by the County provided under the contract or agreement, any such indemnification shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of the County's sovereign immunity.

9. In that the County is a governmental agency exempt from sales tax, the County shall pay no such taxes, any other provisions of the contract or agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

10. Any pre-printed provisions of the contract or agreement to the contrary notwithstanding, the same shall not automatically renew but shall be renewed only upon subsequent agreement of the parties.

11. The Contractor acknowledges that in the budget for each fiscal year of the County during which the term of the contract or agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the contract or agreement. Any other provisions of the contract or agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the contract or agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

**COUNTY:**

ATTEST:

Clay County, a political subdivision of  
the State of Florida, by and through its  
Board of County  
Commissioners

\_\_\_\_\_  
Fritz A. Behring  
County Manager and Clerk of the  
Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_  
Its Chairman

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

## **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 (see Example 3 attached). 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 (see Example 4 attached).

(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 (see Example 3 attached).

(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,<br>with minimum limits for all additional coverages<br>as required by Florida law | \$1,000,000 |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------|

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 address<sup>1</sup>]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address<sup>2</sup>] BY [insert suitable directions<sup>3</sup>]. 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.

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<sup>1</sup> 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](http://www.claycountygov.com/Departments/Finance/decision_bids.htm).

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

<sup>3</sup> 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. Intervenors 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.

Social security number

or

Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**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 <sup>1</sup> | Generally, exempt payees 1 through 7 <sup>2</sup>                                                                              |

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

<sup>2</sup>However, 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](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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 <sup>1</sup> |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)                                                                                                                                | The minor <sup>2</sup>                                                                                  |
| 4. a. The usual revocable savings trust (grantor is also trustee)                                                                                                                           | The grantor-trustee <sup>3</sup>                                                                        |
| b. So-called trust account that is not a legal or valid trust under state law                                                                                                               | The actual owner <sup>3</sup>                                                                           |
| 5. Sole proprietorship or disregarded entity owned by an individual                                                                                                                         | The owner <sup>3</sup>                                                                                  |
| 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 <sup>4</sup>                                                                               |
| 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                                                                                       |

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://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.