



American  
AgCredit

400 Aviation Blvd.  
Suite 100  
Santa Rosa, CA 95403

T (707) 545-1200  
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agloan.com

# REQUEST FOR PROPOSAL

**GENERAL CIVIL ENGINEERING AND PROFESSIONAL SERVICES  
FOR AMERICAN AGCREDIT, FLCA**

**RFP NO. 20220727-00**

RASAAHN MORRIS  
PURCHASING MANAGER  
[RMORRIS@AGLON.COM](mailto:RMORRIS@AGLON.COM)  
(P) 707-292-7261

**YOUR FUTURE GROWS HERE.**



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Electronic proposals will be received by American AgCredit, FLCA headquartered at 400 Aviation Blvd, Suite 100, Santa Rosa, CA for the Request for Proposal (RFP) identified as “20220727-00 GENERAL CIVIL ENGINEERING AND PROFESSIONAL SERVICES” until 5:00 P.M. Pacific Time, September 16, 2022. Proposals received after 5:00 P.M. Pacific Time, September 16, 2022, will not be considered and will be returned.

American AgCredit, FLCA is undergoing a brand refresh to ensure the brand position, promise, and personality are reflective of our business priorities. American AgCredit, FLCA is accepting bids from professional civil engineering firms to prepare plans building and site plans, sign and monument specifications, and estimated costs for the replacement of building signs and structures identified at each location.

All questions, inquires and responses pertaining to Request for Proposal (RFP) identified as “20220727-00 GENERAL CIVIL ENGINEERING AND PROFESSIONAL SERVICES” shall be sent to the American AgCredit, FLCA Procurement Office – Rasaahn Morris, whose email address is [rmorris@agloan.com](mailto:rmorris@agloan.com) by 12:00 P.M. Pacific Time, September 9, 2022. Any addendum items shall be issued by 5:00 P.M. Pacific Time, September 14, 2022.

All bids/proposals must contain the following completed forms and include:

1. Non-Collusive Affidavit
2. Executive Order No. 11246 Compliance Report
3. Minority Women-Owned Business Enterprises (MWBE) Certificate
4. Request for Taxpayer Identification Number and Certification (W9)
5. ACH Deposit Authorization Agreement
6. Bidder Experience
7. Profile of Firm and Financial Information
8. Cost Proposal (*8 and 8A*)
9. Responder’s Statement

It is very important that each company sends American AgCredit, FLCA all of the required paperwork. Contract for work under this RFP will obligate the Contractor to not discriminate in employment practices. American AgCredit, FLCA encourages minority owned and women owned businesses to participate.

American AgCredit, FLCA reserves the right to reject any and all bids/proposals and to waive minor informalities in the bidding/RFP process.



Please direct inquiries to:

American AgCredit, FLCA  
400 Aviation Blvd, Suite 100  
Santa Rosa, CA 95403  
Attention: Procurement Office  
Rasaahn Morris  
707-292-7261  
[rmorris@agloan.com](mailto:rmorris@agloan.com)

## **AMERICAN AGCREDIT, FLCA RESERVATION OF RIGHTS**

American AgCredit, FCLA reserves the right to reject any or all bids/proposals, to waive informalities in the bidding process, and to terminate the bidding/RFP process at any time, if deemed to be in the best interest of the American AgCredit, FLCA.

American AgCredit, FCLA reserves the right to terminate any contract awarded pursuant to this bid/RFP process, at any time for the convenience of the American AgCredit, FLCA upon five (5) days written notice to the successful bidder/responder.

American AgCredit, FCLA reserves the right to determine the days, hours and locations that the successful bidder/responder will provide the services detailed by this bid/RFP process.

American AgCredit, FCLA reserves the right to hold all bids/proposals without award and not permit withdrawal of said bids/proposals for a period of sixty (60) days from the bid opening date. Bids/proposals may be released by the American AgCredit, FCLA Procurement Office upon written request by the bidder/responder.

American AgCredit, FCLA reserves the right to determine a competitive range.

American AgCredit, FCLA reserves the right to negotiate with all bidders/responders who submit a proposal determined to have a reasonable chance of being selected for award.

American AgCredit, FCLA reserves the right to issue multiple contracts as a result of this offering.

American AgCredit, FCLA reserves the right to reject any bid/proposal it deems to be non-responsive or any bid/proposal from any bidder/responder deemed to be non-responsive.

American AgCredit, FCLA will have no obligation to compensate any bidder/responder for any cost incurred in responding to this bid/RFP document.

## ABOUT US

American AgCredit, FCLA is a leading provider of loan, lease and crop insurance products, each customized to the unique needs of your growing business. We are a member-owned cooperative that supports all segments of agriculture with reliable, consistent credit and financial services. Our range of financial services includes farm loans, farm mortgage loans, equipment loans, livestock loans, first time farmer loans and operations loans, as well as crop insurance and farm credit leasing programs.

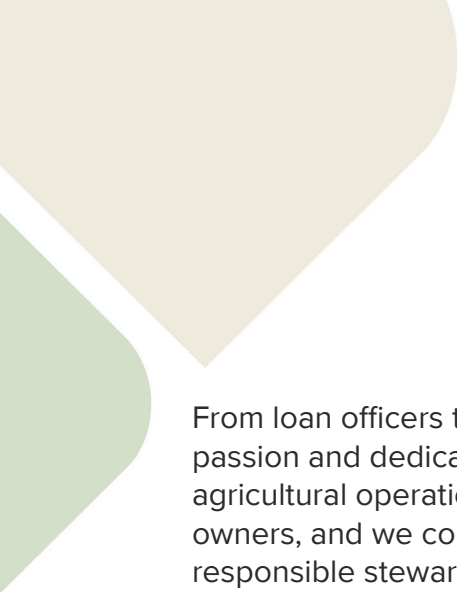
Founded in 1916, American AgCredit, FCLA specializes in providing financial services to agricultural and rural customers throughout California, Colorado, New Mexico, Nevada, Kansas, Hawaii and Oklahoma, as well as to capital markets customers in all 50 states. We serve customers through 32 branch offices located throughout the Western and Midwestern states, with corporate headquarters based in Santa Rosa, California. As of April 2022, American AgCredit, FCLA employs 750 full-time staff working remotely and in-offices from 48 states and serves approximately 10,500 customer-owners.

American AgCredit, FCLA is a part of the Farm Credit System, a nationwide agricultural network that serves rural America by providing credit and affiliated services to farmers, ranchers and agribusinesses. Overall, the Farm Credit System supplies the nation's agricultural industry with nearly one third of its credit needs.

Our flexible programs ensure we have an agriculture loan designed to help businesses grow, including but not limited to; real estate purchases and improvements, vineyard and orchard development, packing and storage facilities, timber/land purchase, livestock purchases and feed, production and processing equipment purchases, building repairs and improvements, construction development, water development and irrigation projects, operating expenses and debt refinancing with variable financing options including; fixed and variable rate products with rate lock options, terms from 30 days to 30 years and payment options that match your cash flow, or revolving or non-revolving loan structures. As an alternative to the cost of purchasing, American AgCredit, FCLA additionally offers leasing options to help customers stay up to date with equipment and technology. With no down payment, leasing allows customer to put their capital to its best use.

Serving farmers, ranchers, processing companies, agricultural landowners, large agribusiness, and farm-related service business, we're much more than an agricultural bank — we are a member-owned co-op. As customer-owners, our borrowers are able to share in our earnings, paid out in the form of an annual cash dividend.

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From loan officers to underwriters to operational teams — our employees share a passion and dedication for serving agriculture. In fact, many have a family background in agricultural operations. We truly care about our customers, as individuals and as business owners, and we continually strive to exceed their expectations. We ensure we remain responsible stewards of our borrower's investment and operate profitably, efficiently, and with a commitment to continuous improvement. We are passionate advocates of our local communities, directing company time, money and other resources in the support of our mission to serve agriculture and rural communities.

Please visit our website <http://www.agloan.com> for additional information.

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## **SAMPLE CONTRACT AND SCOPE OF SERVICES FOR GENERAL CIVIL ENGINEERING AND PROFESSIONAL SERVICES**

AMERICAN AGCREDIT, FLCA

SANTA ROSA, CALIFORNIA, SONOMA COUNTY

AMERICAN AGCREDIT, FLCA CONTRACT #20220727-00

THIS CONTRACT FOR 8is made effective this day of Month 20XX by and between the American AgCredit, FLCA, whose address is 400 Aviation Blvd., Santa Rosa, CA 95403 and \_\_\_\_\_ (Contractor), whose address is

\_\_\_\_\_.

Witness That:

WHEREAS, American AgCredit, FLCA desires to enter into this Contract for the provision of services by the Contractor to meet the goals and objectives of American AgCredit, FLCA;

WHEREAS, American AgCredit, FLCA has selected the Contractor consistent with American AgCredit, FLCA Procurement Policy, and all applicable federal, state and local procurement laws;

WHEREAS, the Contractor has the knowledge and experience required to fully perform the scope of work herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration hereby acknowledged, the parties hereto agree as follows:

### **1.0 SCOPE OF SERVICES**

American AgCredit, FLCA is undergoing a brand refresh to ensure the brand position, promise, and personality are reflective of our business priorities. American AgCredit, FLCA is accepting bids from professional civil engineering firms to prepare plans building and site plans, sign and monument specifications, and estimated costs for the replacement of building signs and structures identified at each location.

The Contractor shall develop a project plan to visit all sites across the American AgCredit, FLCA portfolio and provide specifications of measurements, material, placement, mechanics and functions of all internal and external branded signage including but not limited to monuments, parking lot signs, directional signs, tenant signs, building signs, door cling vinyl and wall signs.

The Contractor shall perform a full survey and map the existing right-of-way, based on existing monuments and documents for inclusion in plans. The Contractor shall survey and document all existing utility structures.

The Contractor shall analyze all available records, record drawings, inspection reports and all other appropriate data, and prepare recommendations and a preliminary construction cost estimate prior to preparing plans and specifications.

The Contractor shall prepare construction drawings as necessary to provide for the complete reconstruction including replacement of all signage. Plans shall be at a scale of 1/16"=1'-0" and/or 3/8"=1'-0". These drawings shall include all details, plans and specifications necessary for all work as required by appropriate approving members of American AgCredit, FLCA.

The drawings shall include all necessary site maps, plans, elevations, sections, details, and notes as needed or necessary to adequately show, explain or describe all features of the project.

## 1.1 Locations

The Contractor shall address all interior and external branded signage at the thirty-three (33) following American AgCredit, FLCA locations whose addresses are:

### California

- 400 Aviation Blvd., Suite 100 Santa Rosa, CA 95403
- 5560 S. Broadway St., Eureka, CA, 95503
- 700 N. Yosemite Ave., Oakdale, CA 95361
- 711 W. 19th St., Merced, CA 95340
- 924 E. Blanco Rd., Salinas, CA 93901
- 2345 E. Earhart Ave., Stockton, CA 95206
- 1101 Vintage Ave., Saint Helena, CA 94574
- 1345 Redwood Way Petaluma, CA 94954

- 2140 Professional Dr., Suite 110 Roseville, CA 95661
- 403 E. Highway 395 Alturas, CA 96101
- 74199 El Paseo Dr., Suite 101 Palm Desert, CA 92260
- 42429 Winchester Rd., Temecula, CA 92590
- 455 E Gobbi St., Ukiah, CA 95482

#### Colorado

- 4505 W. 29th St., Greeley, CO 80634
- Tuscany Plaza, 6312 S. Fiddlers Green Cir., Suite 420 E, Greenwood Village, CO 80111
- 2452 Patterson Rd., Suite 101 Grand Junction, CO 81505
- 1440 W. Williams Ave., Fallon, NV 89406
- 1404 Hawk Pkwy., Suite 101 Montrose, CO 81401
- 850 E. Second Ave., Durango, CO 81301

#### Hawaii

- 988 Kinoole St., Hilo, HI 96720
- 99-860 Iwaena St., Suite A Aiea, HI 96701

#### Kansas

- 4105 N. Ridge Rd., Wichita, KS 67205
- 925 W. Magnolia Rd., Salina, KS 67401
- 1501 Soule St., Dodge City, KS 67801
- 5634 10th St., Great Bend, KS 67530
- 706 S. Main St., Pratt, KS 67124
- 1422 S. Main St., Scott City, KS 67871
- 1902 E. 23rd Ave., Hutchinson, KS 67502
- 2451 N. Kansas Ave., Liberal, KS 67901
- 102 E. 9<sup>th</sup> St., Concordia, KS 66901
- 1606 E. Kansas Ave., Garden City, KS 67846

#### Nevada

- 255 W. Peckham Ln., Suite 1 Reno, NV 89509
- 978 Commercial St., Elko NV 89801

## 1.2 Branded Signage & Fonts

The Contractor shall understand the American AgCredit, FLCA term “branded signage” refers to all signage that may contain the Logo, ID, Address, Lettering and/or fonts in any print or sub-print type Trajan Pro, Myriad Pro, Gotham, Geared Slab, Garamond, Helvetica, Arial or Open Sans.

## 2.0 CONTRACTOR’S WORK PROCEDURES

The Contractor will supply all materials, labor and equipment for all services as described in scope of services. Contractor will maintain a clean and safe working environment for the employees and customers of American AgCredit, FLCA. The Contractor will furnish all labor and equipment required to supply and deliver the required materials. The contractor will remove all rubbish, debris, and accumulated material after completion of the work.

## 3.0 CONTRACTOR’S RESPONSIBILITIES

The Contractor must perform on the site, and with his/her organization, work equivalent to at least 15% of the total amount of work to be performed under this contract. This percentage may be reduced by a supplemental agreement to this order if, during performing the work, the Contractor requests a reduction, and the Contracting Officer determines that the reduction would be to the advantage of American AgCredit, FLCA.

The Contractor will be responsible for the employment, control and conduct of their employees and any approved subcontractors and for any damages resulting from any action or negligence of any employee or subcontractor. The Contractor and/or their employees must not bring, authorize, or allow any person or persons other than employees of the Contractor, employees of the approved subcontractors, staff of American AgCredit, FLCA or persons authorized by American AgCredit, FLCA to enter any property or premises where the Contractor is working or has been working. Any violation of this statement or participation in any illegal activity by the Contractor or their employees will result in the termination of this Contract. The contractor will provide American AgCredit, FLCA a list of all employees and sub-contractors within 10 calendar days of the award that will be at the project work site. The Contractor will be solely responsible for the placement and removal of all cautionary signs, i.e., truck cones, while unloading all materials associated with this contract.

The Contractor will not have a conflict of interest with any present or former member or officer of the governing body of American AgCredit, FLCA or any member of the officer's immediate family for this or any other contract with American AgCredit, FLCA or any employee of American AgCredit, FLCA who formulates policy or who influences decisions with respect to the project(s), or any member of the employee's immediate family, or the employee's partner, any public official, member of the local governing body, or State or local legislator, or any member of such individuals' immediate family, who exercises functions or responsibilities with respect to the project(s) or American AgCredit, FLCA. If there are any conflicts of interest with any contracts, proposals or bids, it is the responsibility of the Contractor to inform American AgCredit, FLCA. American AgCredit, FLCA will investigate all of the information and make a decision to determine the final ruling.

Service, Material, and Equipment Responsibilities: The Contractor is required to provide all permits, licensing, insurance; labor (all workers must be a minimum of 18 years of age); supervision; vehicles; equipment; machinery and tools; and cleaning supplies needed to provide the required services within the designated time frame. American AgCredit, FLCA will coordinate with the Contractor on material storage locations. The Contractor will be responsible to secure all material storage.

Any damage to American AgCredit, FLCA property and any other items inclusive or affected by the Contractor during the work of this contract will be the Contractor's exclusive responsibility. The repair or replacement to restore to the original condition must be paid in full by the Contractor.

The Contractor is responsible for all licenses and permits required to complete this work. A copy of all inspections is required by American AgCredit, FLCA. American AgCredit, FLCA will inspect all work; the Contractor must acknowledge any deficiencies and submit a plan for corrective actions within twenty-four (24) hours of notice and will complete said corrective actions within seven (7) calendar days.

## **4.0 COMPENSATION AND DELIVERABLES**

American AgCredit, FLCA is a federal land credit association. Congress has designated federal land credit associations as “federally chartered instrumentalities of the United States” in the Farm Credit Act (12 USC paragraph 2091). A federal land credit association as an instrumentality of the United States is immune from state, local and municipal taxation. Sales to American AgCredit, FLCA are therefore exempt from sales, use, and excise tax.

The Contractor shall include a not-to-exceed total project cost, as well as subtotals for design services and bidding and any sub consultant fees. The cost proposal shall include all of the following:

- Identification of anticipated direct expenses and rates for miscellaneous charges such as mileage and copies.
- Identification of any assumption made while developing this cost proposal.
- Identification of any cost information related to additional services or tasks. Include this in the cost proposal, but identify it as additional costs and do not make it part of the total project cost.
- The consultant must not include any cost information within the body of the RFP qualification proposal response.

The Contract is a contract with work ordered in the RFP dated July 2022 for 20220727-00 "GENERAL CIVIL ENGINEERING AND PROFESSIONAL SERVICES" from American AgCredit, FLCA and the RFP response from the contractor dated \_\_\_\_\_. Invoices will be all inclusive to include all costs of the Contractor, including time/labor, travel, delivery, taxes, and related expenses, which are included in the contract amount. No additional charges will be permitted over and above the contract amount. The Contractor agrees to keep accurate records, including time sheets and vouchers, of all time and expenses allocated to the performance of the contract work. Such records will be kept in the offices of the Contractor and will be made available to American AgCredit, FLCA for inspection and copying upon request. Retention is required of all records for three (3) years after the final payment and all other pending contract matters are closed. Invoices shall be submitted or mailed to:

accountspayable@agloan.com

American AgCredit, FLCA  
Attention: Accounts Payable  
P.O. Box 1330  
Santa Rosa, CA 95402-1330

The Contract amount from the RFP for Contract 20220727-00 " GENERAL CIVIL ENGINEERING AND PROFESSIONAL SERVICES" as submitted by the Contractor is \$\_\_\_\_\_. Attachment 8

## **5.0 CONTRACT TERM**

The work will commence upon execution of Contract for services. The performance period of this Contract will be for one (1) calendar year, with four (4) - four (4) year extension options unless otherwise agreed to by all parties.

## **6.0 CHANGE AND TASK ORDERS**

American AgCredit, FLCA may, from time to time, request changes in the scope of work of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between American AgCredit, FLCA and the Contractor must be incorporated in written amendments and change or task orders to this Contract.

## **7.0 TERMINATION FOR CONVENIENCE**

American AgCredit, FLCA reserves the right to terminate this contract at any time upon sixty (60) days written notice to the Contractor; provided, however, that to the extent American AgCredit, FLCA's obligation to pay any of the fees described hereinabove has already accrued and said fees have already been earned by the Contractor, American AgCredit, FLCA's obligation to pay said fees will survive the termination of this Contract.

## **8.0 TERMINATION FOR CAUSE**

If Contractor refuses or fails to prosecute the work as described in the Scope of Services, or any separable part thereof, with the diligence that will ensure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within the time specified in this Contract, and such refusal or failure has not been substantially cured within ten (10) days of written notice to Contractor, American AgCredit, FLCA may, by further written notice to Contractor, terminate the right to proceed with the Scope of Services (or separable part of the Scope of Services) that has been delayed. In this event, American AgCredit, FLCA may take over the work and complete it by contract or otherwise, and may take possession of and use materials, equipment, and plant on the work site necessary for completing the work.

## **9.0 IDEMNIFICATION**

Contractor agrees to protect, defend, indemnify, keep, save, and hold American AgCredit, FLCA, its officers, officials, employees, and agents free and harmless from and

against any and all liabilities, losses, penalties, damages, settlements, environmental liability, costs, charges, professional fees (including attorney's fees) or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature, and character (collectively, Claims) relating to Contractor's scope of work specified hereunder arising after the "Notice to Proceed" Effective Date of this Contract.

## **10.0 INSURANCE REQUIREMENTS**

The Contractor must provide General Liability insurance in the amount of \$1,000,000 at a minimum for each occurrence and must provide Vehicle Liability insurance in the amount of \$500,000 for each occurrence. These policies must name American AgCredit, FLCA as an additional insured. Additionally, the Contractor must maintain Worker's Compensation Insurance for the statutory limits.

## **11.0 GENERAL TERMS AND CONDITIONS**

Contractor must always observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Contract. Contractor must take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by federal, state, county or municipal authority. The Contractor must avoid any conflict of interest in the performance of this contract, should any conflict develop American AgCredit, FLCA may provide assistance in the resolution of any potential situation that might result in a conflict of interest.

Contractor will not be in default because of any failure to perform this Contract under its terms if the failure results from causes beyond the control and without the fault or negligence of Contractor. Examples of these causes are (i) acts of God or the public enemy, (ii) acts of government in its sovereign capacity, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) freight embargoes, (viii) strikes or (ix) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of Contractor.

This Contract may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.



No changes, amendments, modifications, or discharge of this Contract, or any part thereof, will be valid unless in writing and signed by the authorized agent of Contractor and by the duly authorized representative of American AgCredit, FLCA.

This Contract will be governed as to performance and interpretation in accordance with Federal laws and the laws of the State of California, State of Colorado, State of Hawaii, State of Kansas and State of Nevada. In the event of any dispute between the parties, the Contractor shall refer to Attachment 11.A.

If any provisions of this Contract will be held or deemed to be or will in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, state, ordinance, rule of law or public policy, or for any other reason, such circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

All of the terms and conditions of this Contract will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

The parties agree to use their best efforts to communicate all information regarding the Scope of Services under this Contract to the other party completely and promptly. All notices, requests, claims and other communications described herein or required hereby will be given or made by personal delivery, courier, facsimile, electronic mail, or certified mail to the parties at the following respective addresses:

American AgCredit, FLCA  
400 Aviation Blvd, Suite 100  
Santa Rosa, CA 95403  
Rasaahn Morris  
707-292-7261  
[rmorris@agloan.com](mailto:rmorris@agloan.com)

**FORM OF NON-COLLUSIVE AFFIDAVIT**

Attachment No. 1

(PRIME BIDDER)

State of \_\_\_\_\_).

County of \_\_\_\_\_).

Being first duly sworn deposes and says:

That (he/she/they) is/are \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham proposal or bid or to refrain from proposing or bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal or bid price of affiant or of any other responder or bidder, or to fix any overhead, profit or cost element of said proposal or bid price, or of that of any other proposal or bidder, or to secure any advantage against American AgCredit, FLCA or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

\_\_\_\_\_  
(Bidder, if bidder is an individual)\_\_\_\_\_  
(Partner, if bidder is a partnership)\_\_\_\_\_  
(Officer, if bidder is a corporation)

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

My Commission expires \_\_\_\_\_.

**COMPLIANCE WITH EXECUTIVE ORDER NO. 11246**  
Attachment No. 2

(as amended July 21, 2014 by Executive Order 11375)

I, \_\_\_\_\_, representing \_\_\_\_\_  
(Name) (Company)

Hereby comply with Executive Order No. 11246 which states the following:

The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Vendor/Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

\_\_\_\_\_  
Principal Officer/ Bidding Company\_\_\_\_\_  
Date\_\_\_\_\_  
Title\_\_\_\_\_  
Signature

**AMERICAN AGCREDIT, FLCA MWBE REQUIREMENTS**

## Attachment No. 3

The Vendor/Contractor receiving award of competitively bid contracts in excess of \$30,000 will be required to take affirmative steps listed in the items below and are **encouraged** to have a minimum of 15% minority-owned business sub-contract participation. A Vendor/Contractor who claims an inability to identify a qualified and responsible minority subcontractor will include a Certificate to that effect which will be included for consideration by the American AgCredit Procurement Office in their decision to award a contract.

- Placing qualified small and minority business enterprises on solicitation lists;
- Assuring that small minority business, and women's business enterprises are solicited whenever there are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**MWBE PARTICIPATION**

I certify that I have reviewed and fully understand the above American AgCredit, FLCA MWBE requirements and will take the five affirmative steps listed and make a GOOD FAITH EFFORT to achieve the MWBE participation goal.

---

Principal Officer/ Bidding Company

---

Date

---

Title

---

Signature



By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

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

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

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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

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

## Privacy Act Notice

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



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**AMERICAN AGCREDIT, FLCA**  
**ACH DEPOSIT AUTHORIZATION AGREEMENT**  
Attachment No. 5

I hereby authorize American AgCredit, FLCA (Association) to generate electronic deposits to my depository account. The Association is hereby authorized to generate entries and adjustments for any error as a result of electronic deposits to the said named depository account stated below.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
NAME OF AUTHORIZED SIGNER

This Agreement is to remain in full force and effect until the Association receives written notification of its termination in such time and such manner as to afford the Association and Depository a reasonable opportunity to act on it.

**DEPOSITORY INFORMATION**

I certify that I have reviewed and fully understand the above American AgCredit, FLCA MWBE requirements and will take the five affirmative steps listed and make a GOOD FAITH EFFORT to achieve the MWBE participation goal.

\_\_\_\_\_  
NAME OF BANK OR CREDIT UNION (Please Print)

\_\_\_\_\_  
ADDRESS OF DEPOSITORY

\_\_\_\_\_  
DEPOSITORY ROUTING NUMBER

\_\_\_\_\_  
ACCOUNT NUMBER

\_\_\_\_\_  
ACCOUNT NAME AS SHOWN ON FINANCIAL INSTITUTION RECORDS

\_\_\_\_\_  
SIGNATURE AS SHOWN ON DEPOSITORY RECORDS

\_\_\_\_\_  
ADDITIONAL SIGNATURE

The signatures above must include at least one party authorized to sign on the subject depository account. If access to the account requires a different signature or more than one signature, please provide the appropriate signature(s).

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

\_\_\_\_\_  
ACCOUNTING NAME & PHONE:

**BIDDER EXPERIENCE**

## Attachment No. 6

Please provide three references containing the following information for projects you have done of similar size. You may also include previous jobs and experience with American AgCredit, FLCA.

**Reference 1**

Project Name:
Project Location:
Project Dates:
Project Description:
Contract Amount:
Contact Name:
Contact Email:

**Reference 2**

Project Name:
Project Location:
Project Dates:
Project Description:
Contract Amount:
Contact Name:
Contact Email:



**Reference 3**

Project Name:
Project Location:
Project Dates:
Project Description:
Contract Amount:
Contact Name:
Contact Email:

**PROFILE OF FIRM AND FINANCIAL INFORMATION**  
Attachment No. 7

Instructions:

Please provide the following and attach financial information.

**Financial Information**

Name of Firm:
Street Address:
Mailing Address:
City, State, Zip Code:
Type of Ownership:
Phone Number:
Year Established:
Parent Company and Date Acquired (if applicable):
Principals/Partners/sole Owner: attach brief resume for each:
Project Manager:
Federal Tax ID No.:
Business License No.:
General Contractors License State, Type and No. (if applicable):
Please Indicate If You Are One Of The Following Type Companies: <b>Women Owned</b> <b>Minority Owned</b> <b>Section 3 Business Participant</b>





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**COST PROPOSAL**  
Attachment No. 8A

20220727-00 GENERAL CIVIL ENGINEERING AND PROFESSIONAL SERVICES

The undersigned, having carefully examined this RFP entitled GENERAL CIVIL ENGINEERING AND PROFESSIONAL SERVICES and the following addenda:

Addenda Number(s) and Date(s) \_\_\_\_\_,

as well as the premises and conditions affecting the work, proposes to furnish all labor, materials including chemicals, equipment and services required to complete Brand Signage Replacement titled to American AgCredit, all in accordance with the scope of work detailed within this RFP document.

Respectfully submitted:

Firm's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Printed Name of Authorized Signature: \_\_\_\_\_



**RESPONDER'S STATEMENT**

## Attachment No. 9

The undersigned bidder hereby states that by completing and submitting this form and all other documents within this submittal, he/she/they are verifying that all information provided herein is, to the best of his/her/their knowledge, true and accurate, and that if American AgCredit discovers that any information entered herein is false, that will entitle American AgCredit to not make award or to cancel any award, with the undersigned party. Pursuant to all RFP Documents, The Form of Proposal, and all attachments pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply American AgCredit with the services described herein for the fees noted following and within Attachment No. 8.

---

SIGNATURE

---

PRINTED NAME

---

COMPANY NAME

---

DATE



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## CONTRACT GENERAL TERMS AND CONDITIONS

### Attachment 11.A

This Contract will be governed as to performance and interpretation in accordance with federal laws and the laws of the State of California, State of Colorado, State of Hawaii, State of Kansas and State of Nevada. In the event of any dispute between the parties, the venue(s) are properly laid in the following:

State	Full Address	County for State Court Action	District for Federal Court Action
California	400 Aviation Blvd., Suite 100 Santa Rosa, CA 95403	Sonoma County	United States District Court for the Northern District of California
California	5560 S. Broadway St., Eureka, CA, 95503	Humboldt County	United States District Court for the Northern District of California
California	700 N. Yosemite Ave., Oakdale, CA 95361	Stanislaus County	United States District Court for the Eastern District of California
California	711 W. 19th St., Merced, CA 95340	Merced County	United States District Court for the Eastern District of California
California	924 E. Blanco Rd., Salinas, CA 93901	Monterey County	United States District Court for the Northern District of California
California	2345 E. Earhart Ave., Stockton, CA 95206	San Joaquin County	United States District Court for the Eastern District of California
California	1101 Vintage Ave., Saint Helena, CA 94574	Napa County	United States District Court for the Northern District of California
California	1345 Redwood Way Petaluma, CA 94954	Sonoma County	United States District Court for the Northern District of California
California	2140 Professional Dr., Suite 110 Roseville, CA 95661	Placer County	United States District Court for the Eastern District of California
California	403 E. Highway 395 Alturas, CA 96101	Modoc County	United States District Court for the Eastern District of California
California	74199 El Paseo Dr., Suite 101 Palm Desert, CA 92260	Riverside County	United States District Court for the Central District of California
California	42429 Winchester Rd., Temecula, CA 92590	Riverside County	United States District Court for the Central District of California
California	455 E Gobbi St., Ukiah, CA 95482	Mendocino County	United States District Court for the Northern District of California
Colorado	4505 W. 29th St., Greeley, CO 80634	Weld	United States District Court for the District of Colorado
Colorado	Tuscany Plaza, 6312 S. Fiddlers Green Cir., Suite 420 E, Greenwood Village, CO 80111	Arapahoe County	United States District Court for the District of Colorado
Colorado	2452 Patterson Rd., Suite 101 Grand Junction, CO 81505	Mesa County	United States District Court for the District of Colorado
Colorado	1404 Hawk Pkwy., Suite 101 Montrose, CO 81401	Montrose County	United States District Court for the District of Colorado
Colorado	850 E. Second Ave., Durango, CO 81301	La Plata County	United States District Court for the District of Colorado
Hawaii	988 Kinoole St., Hilo, HI 96720	Hawaii County	United States District Court for the District of Hawaii
Hawaii	99-860 Iwaena St., Suite A Aiea, HI 96701	Honolulu County	United States District Court for the District of Hawaii
Kansas	4105 N. Ridge Rd., Wichita, KS 67205	Sedgwick County	United States District Court for the District of Kansas
Kansas	925 W. Magnolia Rd., Salina, KS 67401	Saline County	United States District Court for the District of Kansas
Kansas	1501 Soule St., Dodge City, KS 67801	Ford County	United States District Court for the District of Kansas
Kansas	5634 10th St., Great Bend, KS 67530	Barton County	United States District Court for the District of Kansas
Kansas	706 S. Main St., Pratt, KS 67124	Pratt County	United States District Court for the District of Kansas
Kansas	1422 S. Main St., Scott City, KS 67871	Scott County	United States District Court for the District of Kansas
Kansas	1902 E. 23rd Ave., Hutchinson, KS 67502	Reno County	United States District Court for the District of Kansas
Kansas	2451 N. Kansas Ave., Liberal, KS 67901	Seward County	United States District Court for the District of Kansas
Kansas	102 E. 9th St., Concordia, KS 66901	Cloud County	United States District Court for the District of Kansas
Kansas	1606 E. Kansas Ave., Garden City, KS 67846	Finney County	United States District Court for the District of Kansas
Nevada	255 W. Peckham Ln., Suite 1 Reno, NV 89509	Washoe County	United States District Court for the District of Nevada
Nevada	978 Commercial St., Elko NV 89801	Elko County	United States District Court for the District of Nevada
Nevada	1440 W. Williams Ave., Fallon, NV 89406	Churchill County	United States District Court for the District of Nevada