



HILLSBOROUGH COUNTY
REQUEST FOR QUOTATION

PAGE : 1

VENDOR ID :

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

VENDOR TEL: () - ° QUOTE # : ITCW11000048
° DUE DATE : 02/08/2011 05:00 PM

RETURN QUOTE TO : °
DEPARTMENT OF PROCUREMENT SERVICES °FOR ADDITIONAL INFORMATION CONTACT:
CUSTOMER SUPPORT °JENNIFER WILSON
18TH FLOOR °PHONE: (813)272-5790
601 E. KENNEDY BLVD. °
TAMPA, FL. 33602 °

THE UNDERSIGNED CERTIFIES THAT HE/SHE OFFERS
TO FURNISH MATERIALS AND/OR SERVICE IN STRICT
ACCORDANCE WITH THE REQUIREMENTS OF THE QUOTE
INCLUDING INSTRUCTIONS AND CONDITIONS; THAT
PRICES QUOTED ARE CORRECT; AND THIS QUOTE MAY
NOT BE WITHDRAWN FOR A PERIOD OF 90 DAYS
FROM THE DUE DATE NOTED ABOVE.

X _____
SIGNATURE IN INK DATE

NAME PRINT OR TYPE

° TERMS: NET 45 DAYS.
° SHIPMENT _____ DAYS ARO
° E-MAIL _____
° FAX #: _____
° FED ID _____
° PHONE _____
° TOTAL BID \$ _____

SHIP TO :

DELV THIS ORDER TO THE JOB SITE LISTED
ON PO TERMS, FL 33602

ITEM	COMMODITY ID	QTY	U/M	UNIT COST	AMOUNT
001	968-74	26.00	ZB	_____	_____
COUNTY CENTER FACILITY SWEEPING SERVICES FOR FACILITIES MANAGEMENT DIVISION OF REAL ESTATE.					
002	968-74	26.00	ZB	_____	_____

(CONTINUED ON NEXT PAGE)

Please Quote in Accordance with the Terms and Conditions Hereon and on Reverse

REQUEST FOR QUOTE – THIS IS NOT AN ORDER



HILLSBOROUGH COUNTY
REQUEST FOR QUOTATION

PAGE : 2

VENDOR NAME :

BID NUMBER : ITCW11000048

ITEM	COMMODITY ID	QTY	U/M	UNIT COST	AMOUNT
TWIGGS STREET FACILITY SWEEPING SERVICES FOR FACILITIES MANAGEMENT DIVISION OF REAL ESTATE					
003	968-74	26.00	ZB		
700 TWIGGS STREET FACILITY SWEEPING SERVICES FOR FACILITIES MANAGEMENT DIVISION OF REAL ESTATE					
004	968-74	26.00	ZB		
319 PIERCE STREET FACILITY SWEEPING SERVICES FOR FACILITIES MANAGEMENT DIVISION OF REAL ESTATE					
005	968-74	24.00	HR		
EMERGENCY SWEEPING SERVICES FOR FACILITES MANAGEMENT DIVISION OF REAL ESTATE					

ADDITIONAL REQUIREMENTS :

** ADDITIONAL SPECIFICATIONS (SCOPE OF WORK) ARE ATTACHED **
TO THIS REQUEST FOR QUOTATION

** INSURANCE REQUIREMENTS ARE ATTACHED, PLEASE SUBMIT A COPY OF YOUR
INSURANCE CERTIFICATE WITH BID PROPOSAL

QUOTES MUST BE SUBMITTED ON THIS FORM AND RECEIVED BY THE HILLSBOROUGH
COUNTY DEPARTMENT OF PROCUREMENT SERVICES NOT LATER THAN THE QUOTE DUE
DATE SHOWN ABOVE. FAX SUBMISSION IS ACCEPTABLE. (FAX: # 813 272-6290)

EXCEPTIONS TAKEN TO TECHNICAL SPECIFICATIONS, INSTRUCTIONS,
OR SPECIFIED TERMS AND CONDITIONS SHOWN ON THE BACK OF THIS
FORM, MAY RESULT IN THE REJECTION OF YOUR QUOTATION
ALL DEVIATIONS TO THIS QUOTATION MUST BE ITEMIZED
BELOW OR PROVIDED ON AN ATTACHED SHEET.

LICENSING: BIDDERS SHALL BE PROPERLY LICENSED FOR THE APPROPRIATE
CATEGORY OF WORK SPECIFIED IN THIS SOLICITATION. ALL BIDDERS ARE
REQUESTED TO SUBMIT ANY REQUIRED LICENSE(S) WITH THEIR RESPONSE
TO THIS SOLICITATION. LICENSE(S) MUST BE EFFECTIVE AS OF THE
SOLICITATION OPENING DATE AND MUST BE MAINTAINED THROUGHOUT THE

(CONTINUED ON NEXT PAGE)

Please Quote in Accordance with the Terms and Conditions Hereon and on Reverse

REQUEST FOR QUOTE – THIS IS NOT AN ORDER



HILLSBOROUGH COUNTY
REQUEST FOR QUOTATION

PAGE : 3

VENDOR NAME :

BID NUMBER : ITCW11000048

LIFE OF THE CONTRACT. FAILURE TO BE PROPERLY LICENSED AS STATED ABOVE
WILL RESULT IN THE REJECTION OF THE BID AS NON-RESPONSIVE.

IRS FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION: ALL BIDDERS ARE REQUESTED TO COMPLETE AND SUBMIT
THE ATTACHED W-9 FORM WITH THEIR RESPONSE TO THIS SOLICITATION.

ALL BIDDERS ARE REQUESTED TO SUBMIT A COPY OF THEIR HILLSBOROUGH
COUNTY BUSINESS TAX RECEIPT WITH THEIR RESPONSE TO THIS SOLICITATION,
IF APPLICABLE. THE BUSINESS TAX RECEIPT MUST BE CURRENT AS OF THE
OPENING DATE OF THIS SOLICITATION.

--- END OF DOCUMENT ---

Please Quote in Accordance with the Terms and Conditions Hereon and on Reverse

REQUEST FOR QUOTE – THIS IS NOT AN ORDER

HILLSBOROUGH COUNTY DEPARTMENT OF PROCUREMENT SERVICES REQUEST FOR QUOTATIONS

IMPORTANT NOTICE: Any firm, corporation, business, or individual not submitting a bid for this solicitation should submit a completed Statement of "No Bid" form. The form is located on Procurement Services' website at www.hillsboroughcounty.org/procurementservices/nob. Firms who fail to respond with either a bid or a Statement of "No Bid" to three consecutive solicitations may be removed from the County's vendor list.

INSTRUCTIONS TO BIDDERS

- 1) Bidders are advised that this procurement is subject to the provisions of the Hillsborough County Procurement Policy and Procedures Manual.
- 2) All quotations must be submitted to the Department of Procurement Services on our RFQ form no later than the time specified in the RFQ. Hillsborough County will not be responsible for delays caused by the U.S. Postal service or other causes.
- 3) Please submit your quotation by FAX to 813/272-6290 or in a sealed envelope, clearly marked with the QUOTATION NUMBER and DEADLINE OF SUBMISSION and mail to: Hillsborough County Department of Procurement Services, P.O. Box 1110, Tampa, FL 33601. If hand delivered, delivery must be made to 601 E. Kennedy Blvd., County Center 18th floor, Florida 33602, Telephone 813/272-5790.
- 4) Hillsborough County reserves the right, prior to award of any order or at any time thereafter to inspect facilities and place of business to determine that bidders have a regular, bona fide established business that is presently a going concern and is likely to continue as such, and is capable of providing the bid item(s) or services(s), including any warranty, service, or replacement parts support as may be required.
- 5) Samples of items, when required, must be furnished free of expense, prior to the opening of quotations, and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of samples must be made within ten (10) days following the opening of the quotations. Each individual sample must be labeled with bidder's name and item number.
- 6) All quotations must show the net bid price after any and all discounts allowable have been deducted. State sales tax and Federal Excise taxes cannot be included, as Hillsborough County is tax exempt. Prices should be submitted in units of quantity specified in the RFQ with packing included.
- 7) If the item quoted has a trade or brand name, such trade or brand name must be stated in the quotation. Attach complete technical specifications in duplicate for any substitution offered, or when clarification is desired or necessary. If descriptive material (literature or samples) is attached to the quotation, the bidder's name must be on all sheets containing descriptive material.
- 8) The names of certain brands, trade names, makes or definite specifications are to denote quality standards of the article desired, but does not restrict bidders to the specific brand, trade name, make or manufacturer's name. The names are used to convey to the various prospective bidders the general style, type, character and quality of the articles desired.
- 9) All quotations must be FOB Destination, Tampa, Florida. All shipping and handling charges for inside delivery shall be included in the quoted price, unless otherwise specified. Shipments will not be accepted on a collect basis.
- 10) 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 quotation to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit quotations 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 287.107, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offerer or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid, offer or proposal.
- 11) Unless otherwise stated in the technical specifications, award will be made to the lowest responsible and responsive bidder meeting specifications, price and other factors considered. Hillsborough County reserves the right to award by line item, to group items for the purpose of compatibility, by group, or by overall total net bid price, whichever it may deem to be in its best interest. The County reserves the right to accept or reject any quotations.
- 12) Hillsborough County, in making an award pursuant to this quotation, shall accept quotations by issuance of a purchase order including all terms and conditions contained therein.
- 13) Where quotations have erasures or corrections, such erasure or correction should be initialed in ink by the bidder. In case of unit price contracts, if an error is committed in the extension of an item, the unit price as shown in the RFQ will govern.
- 14) When applicable, Hillsborough County reserves the right to require a demonstration of equipment proposed in quotations.
- 15) Pursuant to Chapter 119, Florida Statutes, bid/quotation results are available for public inspection upon request. The Department of Procurement Services does not provide detailed information on bids and quotations by phone or fax. Bid tabulations may be obtained by submitting a self-addressed stamped envelope.
- 16) Where applicable, all material and equipment offered by bidders must meet and conform to OSHA requirements; the bidder's signature on the quotation will be considered as a certification of meeting this requirement.
- 17) Where applicable, bidders may submit a certificate certifying that they have implemented a drug free workplace program. If two or more bids are equal in price, quality, and service, preference will be given in the award process to the bidder who has furnished such certification. Certification forms are available on the Department of Procurement Services' website at www.hillsboroughcounty.org/procurementservices.
- 18) Hillsborough County hereby notifies all bidders that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded a full opportunity to participate in any award made by Hillsborough County pursuant to this solicitation, and will not be subjected to discrimination on the basis of race, color, sex, or national origin. Hillsborough County prohibits any person involved in Hillsborough County contracting and procurement activities, as defined in Ordinance 00-37, from

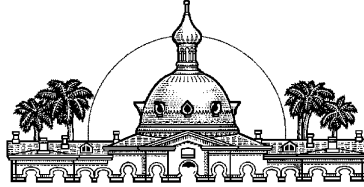
discriminating on the basis of race, color, sex, age, national origin, religion, disability, or marital status.

- 19) The bidder will keep adequate records and supporting documentation applicable to this contractual matter. Said records and documentation will be retained by the bidder for a minimum of six (6) years from the date of termination of this contract. The County and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this contract and during the period of six (6) years thereafter. The six (6) year time period will be extended until audit findings are issued if an audit is initiated during the six (6) year period.
Such activity shall be conducted only during normal business hours. The County, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the bidder as concerns the aforesaid records and documentation.
- 20) Pursuant to Hillsborough County Ordinance 05-8, every Portable Restroom in service in Hillsborough County which does not have a hand washing facility located within the Portable Restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the Portable Restroom or immediately adjacent to the Portable Restroom. The bidder is solely responsible for ensuring that any and all Portable Restrooms owned or leased by the bidder are in compliance with the ordinance.
- 21) Bidder shall be properly licensed for the appropriate category of work specified in this solicitation. All bidders are requested to submit any required license(s) with their response to this solicitation. License(s) must be effective as of the solicitation opening date and must be maintained throughout the life of the contract. Failure to be properly licensed as stated above will result in the rejection of the bid as non-responsive.
- 22) All bidders are requested to complete and submit the attached W-9 form with their response to this solicitation.
- 23) All bidders are requested to submit a copy of their occupational license with their response to this solicitation, if applicable. The license must be effective as of the opening date of this solicitation.

GENERAL TERMS AND CONDITIONS

- 1) The bidder shall have in its possession any applicable permits, licenses, etc., that may be required by Federal, State, County, or local law to furnish products or services under the scope of the RFQ. The bidder shall be in compliance with all zoning and other ordinances in the performance of this contract.
- 2) Materials not meeting specification and rejected by the County will be returned to the bidder at the bidder's risk and expense. The County shall not be liable or otherwise responsible for any restocking charges unless prior approval has been issued by the County.
- 3) In accordance with law, County reserves the right to cancel all or part of any purchase should delivery by the bidder not be made within the time specified. Bidders are expected to satisfy all purchase orders in one shipment unless otherwise specified.
- 4) Bidders are not authorized to deliver any goods or services which exceed the written authority of any purchase order.
- 5) The bidder SHALL INDEMNIFY, hold harmless, and defend the County, and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the bidder during or after completion of the work. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the County.
- 6) The bidder SHALL INDEMNIFY, hold harmless, and defend the County and the Board of County Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against any and all liabilities, losses, claims, damages, demands, expenses or actions, either at law or in equity, including court costs and attorney's fees, that may hereafter at any time be made or brought by anyone on account of personal injury, property damage, loss of monies, or other loss, allegedly caused or incurred, in whole or in part, as a result of any negligent, wrongful, or intentional act or omission, or based on any action of fraud or defalcation by the bidder, or anyone performing any act required of the bidder in connection with performance of the Contract awarded pursuant to this RFQ. These obligations shall survive acceptance of any goods and/or performance and payment therefore by the County.
- 7) Any dispute or contractual right regarding this RFQ or any purchase order issued pursuant to it shall be governed by Florida Law. In the event of a lawsuit by the bidder, the venue of such lawsuit shall be in Hillsborough County, Florida, and the bidder waives whatever rights it has in the selection of venue by submitting a quotation.
- 8) The bidder shall comply with the following statement of Assurance: During the performance of this Contract, the bidder herein assures the County, that said bidder is in compliance with Title VII of the 1964 Rights Act, as amended, and Florida Human Rights Act of 1977 in that the bidder does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said bidder's employees or applicants for employment. The bidder understands and agrees that this Contract is conditional upon a variety of this Statement of Assurance. Furthermore, the bidder herein assures the County, that said bidder will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
- 9) Cash discounts will be deducted as provided for on the face of this RFQ or in accordance with the terms of the bidder's quotation or bid. Net purchases will be paid forty-five (45) days from receipt of the bidder's invoice, or acceptance by the County of goods or services whichever is later.
- 10) County AS INTENDED BENEFICIARY OF SUBCONTRACTS: The County shall be an intended substantial beneficiary of the written agreements between the bidder and its subcontractors.

HILLSBOROUGH
COUNTY



File Number
ITQ-ITCW11000048-0-2011/JW
INFORMAL REQUEST FOR QUOTATION

FOR

PARKING FACILITY SWEEPING SERVICES

FOR THE

REAL ESTATE DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PROCUREMENT SERVICES

Submit Response to:

JENNIFER WILSON, PROCUREMENT ANALYST

IMPORTANT NOTICE: Hillsborough County issues its solicitations electronically through its contracted vendor, Onvia DemandStar. All addenda to such solicitations will be issued exclusively through Onvia DemandStar. If you have obtained this solicitation from a source other than Onvia DemandStar, you will not be listed on the plan holders list and may not receive notification of any addenda issued. Failure to receive any issued addenda shall not relieve the bidder/proposer from any obligation(s) contained in the addenda. To access Hillsborough County solicitations and any resulting addenda, please go to www.demandstar.com or call 1-800-711-1712.

WEB SITE: <http://www.hillsboroughcounty.org/procurementservices>
EMAIL: procurementservices@hillsboroughcounty.org

601 E. KENNEDY BLVD., COUNTY CENTER, 18TH FLOOR
P. O. BOX 1110
TAMPA, FLORIDA 33601

TELEPHONE: (813) 272-5790
FAX NUMBER: (813) 272-629

STATEMENT OF "NO BID"
HILLSBOROUGH COUNTY
DEPARTMENT OF PROCURMENT SERVICES
P.O. Box 1110, Tampa, Florida 33601

Bid Number: ITQ-ITCW11000048-0-2011/JW

Title: PARKING FACILITY SWEEPING SERVICES

IMPORTANT NOTICE TO VENDORS: If you do not intend to submit a bid/proposal and wish to continue to receive notice of Hillsborough County procurements, please return this Statement of "No Bid."

If you elect not to submit a bid/proposal, please indicate the reason below and either

Email this form to: Procurementservices@hillsboroughcounty.org OR

Fax this form to: 813-272-6290 OR

Mail this form to the above address.

- ☐ We do not offer this product/service or an equivalent
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to solicitation
- ☐ Unable to meet specifications
- ☐ Specifications not clear
- ☐ Unable to meet bond and/or insurance requirements
- ☐ Specifications "too tight"/restrictive (i.e. geared to specific brand or manufacturer)
- ☐ Subcontractor (submitted bid to General Contractor)
- ☐ Other (please explain): _____

Signature: _____ Date: _____

Name: _____ Title: _____

Company: _____

Address: _____

Federal Tax Identification Number: _____

Telephone: _____ Fax: _____ E-Mail: _____

INFORMAL REQUEST FOR QUOTATION

File: ITQ-ITCW11000048-0-2011/JW

PART 1 SPECIFICATIONS

1. INTRODUCTION

Hillsborough County, Real Estate Department requires an experienced and well-qualified Contractor to provide the necessary personnel, supervision, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of Parking Facility Sweeping Services at sites owned or operated by Hillsborough County Real Estate Department, Facilities Management Division.

1.1 The County operates a variety of in-building, stand alone and surface parking facilities throughout the downtown area. For purpose of maintaining facility cleanliness and associated operational efficiency, a requirement exists that these facilities be swept on a routine basis to meet the varying needs of each parking facility and to correspondingly insure that individual facility-specific sweeping activities are performed.

1.2 Services to be performed under this contract shall be subject to inspection and approval by County representatives. There shall be no deviations from any part of the contract or from any approved schedule without prior written approval from the Site Manager. Deductions will be an indication that work is not being performed per the contract specifications.

1.2.1 In the event the Contractor, for any reason, fails to perform work to the quality required on the technical specifications of this contract, the County reserves the right to:

Make deductions in accordance with the rates established in this contract and agrees that these deductions are considered Liquidated Damages and are not considered penalties. A deduction of \$25.00 per facility or area, from the applicable monthly invoice will be assessed by the County for non-performance or deficiencies in work performed. The deduction shall continue until such deficiencies or non-performance is corrected to the satisfaction of the Project Manager.

In instances where work is omitted or unsatisfactorily performed whether specifically listed above or not, the Contractor shall be advised of this failure or omission, and a deduction may be made from any monies due or to become due the Contractor at the rate of \$100.00 in Liquidated Damages per occurrence for each scheduled sweeping that is not performed .

2. DEFINITIONS

Unless the context indicates otherwise, the following terms shall have the definitions shown when used in there Technical Specifications in their capitalized forms:

2.1 Department – The County's Facilities Mgt. Division, Real Estate Department

2.2 Equipment – Equipment utilized must able designed to power sweep an enclosed facility by employing a filter system such that its use will not activate facility smoke detectors or otherwise cause adverse indoor air quality problems. Equipment utilized to below out designated areas, i.e. power blower, must be of an integrated power design not requiring access to electrical services.

2.3 Parking Sweeping Services – Sweeping of facilities identified within these specifications.

3. SCOPE OF WORK

3.1 The Contractor shall provide all necessary labor, tools, vehicles, containers, container modification and maintenance, materials, and fee necessary to perform the Parking Facility Sweeping Services hereunder. All services with the exception of emergency services will be performed during weekend periods unless specifically approved by the County's Managed Parking Section.

3.2 **Parking Facility Sweeping Services**

3.2.1 County Center Facility: Power sweep entire facility every two weeks from the beginning of the facility at the fourth floor level up to and including the 11th floor on both the "up" and "down" side of the facility. Additionally, both entrance and exit ramp

areas are to be swept. These ramp areas consist of the following: 1) entrance ramp area includes the entire ramps from the facility entrance to Pierce Street up to the facility's fourth level: 2) exit ramp area includes the entire ramp from the facility's fourth level down to the Jackson Street exit.

- 3.2.2. Twiggs Street Facility: Power sweep entire facility every two weeks from street level entrance/exit up to and including the facility's seventh floor level.
- 3.2.3 700 Twiggs Street Facility: Power sweep entire parking facility located in building's second floor every two weeks.
- 3.2.4 Pierce Street Garage: Power sweep entire facility every two weeks from street level entrance/exit up to and including the facility's roof top levels.
- 3.2.5 Emergency Sweeping Services: Contractor must agree to provide emergency sweeping services on an emergency 24 hours basis. Bidder must provide four hour response time to all such requests as need may arise regardless of specific day or hour of the day.
- 3.2.6 Any request for such emergency service will assume a minimum call out of three hours per occurrence to be billed by the Contractor to the County.

3.3 **Personnel**

- 3.3.1 The Contractor shall furnish sufficient qualified personnel to perform Parking Facility Sweeping Services in a timely manner. The Contractor shall ensure that each of its representatives who operate a motor vehicle in performance of the Contractor's responsibilities herein is properly licensed by the State of Florida for the operation and class requirement of that vehicle.
- 3.3.2 Contractor's Project Manager – Prior to the County issuing the Notice to Proceed, the Contractor shall furnish the name, telephone number, and fax number of the Project Manager for this Contract. The Project Manager or designated representative shall be responsible for coordinating and scheduling the sweeping services pursuant to this Contract, ensuring that timely service will be provided.

- 3.4 Vehicle and Equipment – The Contractor shall furnish all vehicles and equipment necessary to perform the services contemplated in the Contract in a timely manner. The Contractor shall maintain all vehicles utilized in good mechanical condition.
- 3.5 License and Permits – The Contractor shall obtain and maintain at its own expense, throughout the term of the Contract, all applicable licenses and permits necessary to conduct business in Hillsborough County.
- 3.6 Property Damage – The Contractor shall be responsible for all damages to private property and to County property resulting from the negligent or wrongful intentional acts or omissions of the Contractor, or any of its owners, officers, employees, agents, or subcontractors. The Contractor shall correct all damages at no cost to the County. The Contractor shall also report all damages to the Project Manager.
- 3.7 Schedule of Holidays – Prior to the County issuing the Notice to Proceed, the Contractor shall submit to the Project Manager it's "schedule of holiday" for the entire term of the Contract. The schedule shall include the dates when the Contractor due to its holidays will not provide service.
- 3.8 Debris Disposal – Disposal of debris shall be the sole responsibility of the Contractor and shall be disposed of in accordance with all rules and regulations in effect at the time of disposal. The cost associated with debris disposal shall be done solely by the Contractor and must be included in the Contractor's unit cost (s). Disposal of debris shall be made at a site approved by the Florida Department of Environmental Protection with verification provided to the County if required.

4. **BILLING AND INVOICING**

The Contractor shall provide an invoice to the County's Project Manager specifying a detailed list of the services rendered the **10th day of each month** for services performed the preceding month. The County shall pay the Contractor for services performed at the rates provided in this bid document.

A separate invoice will be required that includes a detail description of the following; (a) name and location of each facility swept and (b) the date service was performed.

5. PROJECT MANAGER

In addition to the other responsibilities enumerated herein, the County's Project Manager or his/her designee may (a) provide special instructions to the Contractor and (b) review the Contractor's performance and reserves the right to add or delete examinations and tests through unilateral change orders. Unless otherwise advised by the Department, the County's Project Manager for this Contract is designated and may be contacted as follows:

Richard Melchior, Parking Supervisor
Hillsborough County Facilities Mgt. Division
319 N Pierce Street
Tampa FL 33602
Telephone: (813) 276-2009
Fax: (813) 272-7068
Office Hours: 7:30am to 4:30pm, Monday through Friday

6. SITE INSPECTION

The Bidder is encouraged to inspect the sites where work will be performed prior to the time for the submission of bids designated in the Instructions to Bidders section of this solicitation. There will be site visits available for sites listed in the Exhibits by the County's Project Manager.

7. SPECIAL INSTRUCTIONS

- 7.1 Bidders are cautioned against predicated their bid prices on an assumed scope of work or estimated bid quantities. The amount of award represents only the upper dollar limit beyond which no further work shall be ordered, except through change order or modification.
- 7.2 The County reserves the right to conduct a pre-award meeting of the apparent low Bidder to determine, in the County's opinion, whether the Bidder is capable of performing the required services satisfactorily if awarded a purchase order.
- 7.3 The unit prices submitted by the Bidder on Page 12 shall contain all cost items in the amounts deemed sufficient by the Bidder, in the performance of this contract, to include all associated contingencies and risks. The Bidder is hereby notified that no other amounts will be paid in excess of those bid prices shown on Page 12 unless otherwise authorized herein.

8. MINIMUM QUALIFICATIONS

- 8.1 Bidder shall demonstrate their competence, experience, and capability to perform all of the services contemplated by these specifications.
- 8.2 Be registered to conduct business in the State of Florida and Hillsborough County, (this is only required if the Bidder has a physical office located in the State of Florida).
- 8.3 The County is procuring services utilizing the informal (under \$25,000) procurement process. Bids shall not exceed \$25,000.
- 8.4 Bidders shall provide a minimum of three (3) projects with references of enclosed parking facilities of 400 or more parking spaces within the last five (5) years, documentation to be included with your bid response. The "Schedule of Bidder's Qualifications" appended on Page 9 should be used by the Bidder to provide such information. If the Bidder uses its own form, the information provided must be substantially the same as contained on Page 9.
- 8.5 Bidders shall provide and identify in their bid response an outline of the members of the project team, a long with their contact information. Bidders shall also identify the project team manager or designated representative who will be responsible for coordinating and scheduling the garage sweeping services and performing internal quality assurance reviews.

9. FAILURE TO PERFORM

If, during the term of this purchase order, the Vendor/Contractor should refuse or otherwise fail to perform any of its obligations under the contract, the County reserves the right to:

- a) Obtain the goods or services from another Vendor/Contractor; and/or
- b) Terminate the purchase order; and/or
- c) Suspend/Debar the Vendor from bidding on Hillsborough County procurement/contracts for a period of up to 24 months and/or

Pursue any and all other remedies available to the County.

10. BID DUE DATE and TIME: FEBRUARY 8, 2011 at 5:00PM

11. TERM OF CONTRACT

The term of this contract shall be a one-year period (ending on the last day of the final month) from the effective date of the County's Notice to Proceed. At the sole option of the County, this contract may be renewed for three (3) additional one-year periods, at the same terms and conditions.

12. AFFIRMATIVE ACTION BUSINESS ENTERPRISE PROGRAM

Hillsborough County hereby notifies all Bidders that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded a full opportunity to participate in any award made by Hillsborough County pursuant to this present Bid matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

Hillsborough County prohibits any person involved in Hillsborough County contracting and procurement activities, as defined in Ordinance 90-2, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

Information regarding the registration as a Hillsborough County Small Business Enterprise can be directed to the Hillsborough County Economic Development Department, Sheila Hudson, at telephone number (813) 276-2745 or main telephone number (813) 272-7232. Additional information can be found at <http://www.hillsboroughcounty.org/econdev/home.cfm>

13. FISCAL NON-FUNDING CLAUSE

In the event sufficient budget funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and the purchase order shall terminate on the last day of the current fiscal period without penalty or expense to the County.

14. CHANGE ORDERS

Without invalidating the Contract, the County, through its Director of Procurement Services, reserves the right to, at any time or from time to time, unilaterally issue change orders (the cumulative total of which shall not exceed twenty-five thousand dollars (\$25,000.00)) for additions, deletions, or revisions in the services to be rendered under this Contract. Once the \$25,000.00 cap is reached, all other additions, deletions, or revisions in the services shall be valid and enforceable only when evidenced by a written modification executed and approved by the Contractor and the County

15. UNILATERAL EXTENSION PERIODS

The County, through its Director of Financial Services (Procurement), has the option and reserves the right to unilaterally extend this purchase order or renewal period for up to three (3) additional one (1) month periods or any portion thereof, at the same terms and conditions. Notice of the County's intent to extend shall be provided by the County in writing to the Contractor prior to the expiration of the purchase order, or the renewal period if the purchase order has been previously renewed.

16. NON-EXCLUSIVE CONTRACT

Award of this Contract shall impose no obligation on the County to utilize the Contractor for all work on this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.

17. LIABILITY

Hillsborough County's ordinances prohibit any tampering with or work on County facilities except with the express written authority of the County or during a County-recognized emergency. Further, said ordinance provide for the prosecution of persons violating such provisions and for punishment upon conviction of same by fines and/or imprisonment. Any such violation by the Contractor or by any of its owners, agents, officers, employees, or subcontractors shall upon a finding of guilt be considered a serious breach of this Contract and shall entitle the County to terminate same and to debar the Contractor from participation in future County procurement activities in accordance with procedures implemented by the County Administrator.

18. PERMITS AND LICENSES

The Contractor shall, at its expense, obtain all necessary licenses and permits needed to conduct the work required under this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of the contract. The Contractor shall require subcontractors to obtain all necessary licenses and permits, including County licenses and permits, needed to conduct work they perform under this contract.

19. SAFETY

The Contractor shall provide all approved safety devices and equipment and shall exercise all care and measures necessary to safeguard property and persons with respect to its performance. They shall adhere to all pertinent safety laws and/or regulations, with particular care taken to comply with FDOT and OSHA guidelines on worksite safety where applicable.

20. LICENSING

Bidder shall be properly licensed for the appropriate category of work specified in this solicitation. All Bidders are requested to submit any required license(s) with their response to this solicitation. License(s) must be effective as of the solicitation opening date and must be maintained throughout the life of the contract. Failure to be properly licensed as stated above will result in the rejection of the bid as non-responsive.

21. INSURANCE REQUIREMENTS

Insurance requirements are attached to the request for quotation; for proof of insurance and verification, a copy of your Insurance Certificate must be submitted along with your bid proposal.

Prior to bid award the Certificates of Insurance shall list "Hillsborough County, a political subdivision of the State of Florida, and its employees as additional insured for the operations of the Contractor under this contract" (excluding the worker's compensation and professional liability policies), shall name the types of policies provided, and shall refer specifically to this Contract.

EXHIBIT 1

FACILITIES NAMES AND LOCATIONS

County Center Facility Parking Garage (In-Building)	601 E Kennedy Blvd Tampa FL 33602
Court Services Building (In-Building)	700 E Twiggs Street Tampa FL 33602
Twiggs Street Parking Garage (Stand-Alone)	815 E Zack Street Tampa FL 33602
Pierce Street Parking Garage (Stand-Alone)	319 N Pierce Street Tampa FL 33602

Schedule of Bidder's Qualifications
(Please complete all lines)
FILE NO.: ITQ-ITCW11000048-0-2011/JW

1. PROJECT: (NAME) _____
(CONTACT PERSON) _____
(ADDRESS) _____

(EMAIL ADDRESS) _____
(TELEPHONE) (____) _____
(DESCRIPTION) _____

(PROJECT AMOUNT) \$ _____ (PROJECT PERIOD) _____ TO _____
CONTRACTOR _____, SUBCONTRACTOR _____, OR SUBCONSULTANT _____

2. PROJECT: (NAME) _____
(CONTACT PERSON) _____
(ADDRESS) _____

(EMAIL ADDRESS) _____
(TELEPHONE) (____) _____
(DESCRIPTION) _____

(PROJECT AMOUNT) \$ _____ (PROJECT PERIOD) _____ TO _____
CONTRACTOR _____, SUBCONTRACTOR _____, OR SUBCONSULTANT _____

3. PROJECT: (NAME) _____
(CONTACT PERSON) _____
(ADDRESS) _____

(EMAIL ADDRESS) _____
(TELEPHONE) (____) _____
(DESCRIPTION) _____

(PROJECT AMOUNT) \$ _____ (PROJECT PERIOD) _____ TO _____
CONTRACTOR _____, SUBCONTRACTOR _____, OR SUBCONSULTANT _____

ITQ BID PROPOSAL CHECKLIST.

In addition to submittal requirements indicated on the Service Project Checklist, of this document, the following items should be **SUBMITTED WITH THE BID:**

1. **Responsibleness.** The Bidder should submit as part of its Bid clear and convincing documentation that will satisfy the requirement located Page 5, Item 8, Minimum Qualifications.

2. **Name of Bidder** _____
(typed or printed: firm, corporation, business or individual)

3. **Name of Contact Person** _____

4. **Our (local-to-Tampa, Florida) business and mailing address is:**

5. **Our primary business and mailing address is:**

6. **Our present business phone number is** (_____) _____
Our present business fax number (if any) is: (_____) _____
Our e-mail address (if any) is _____

7. **Our business has been in operation under its present name since:**

8. **Our Federal Tax ID Number is:** _____

9. **At this present time we understand** all requirements and state that as a serious bidder we will comply with all the stipulations included in the bid proposal package.

I certify that I am authorized to submit this proposal on behalf of my organization. The information submitted is accurate and true to the best of my knowledge.

SIGNATURE

DATE

PRINTED NAME OF SIGNER

Title

ACKNOWLEDGEMENT OF BIDDER, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of officer or agent, title of officer or agent)

of _____ a _____ corporation,
(Name of corporation acknowledging) (State or place of incorporation)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

_____ (Date)
_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF BIDDER, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging partner or agent)

partner (or agent) on behalf _____ a partnership. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

_____ (Date)
_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF BIDDER, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated
(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

_____ (Date)
_____ Commission Number _____
(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____
(Name of Notary typed, printed or stamped)

FILE NUMBER: ITQ-ITCW11000048-0-2011/JW
PARKING FACILITY SWEEPING SERVICES

THE FOLLOWING ARE SUBMITTED BY THE BIDDER FOR THE PURPOSE OF:

- A. ARRIVING AT AN ESTIMATED TOTAL BID PRICE
- B. ESTABLISHING PRICE FACTORS TO BE UTILIZED IN ADJUSTING THE ESTIMATED TOTAL PRICE RESULTING FROM MODIFICATION(S) ISSUED OR ANNUAL RENEWALS. **THE FOLLOWING ARE SUBMITTED BY THE BIDDER FOR THE PURPOSE OF:**

NOTE: QUANTITIES LISTED IN COLUMN (IV) ARE ESTIMATES ONLY FOR A 1-YEAR PERIOD.

Column I Category Number	Column II Category Title	Column III Unit of Measure	Column IV Estimated Quantity	Column V Unit Price	Column VI Total Dollar Pay Quantity (Column IV x V)
1	County Center Facility	ZB	26	\$	\$
2	Twiggs Street Facility	ZB	26	\$	\$
3	700 Twiggs Street Facility	ZB	26	\$	\$
4	319 Pierce Street	ZB	26	\$	\$
5	Emergency Sweeping Services	Hourly	24	\$	\$

In the box below, enter the total which represents the sum of the prices shown in Column VI.

TOTAL
\$ _____

EXHIBIT I

INSURANCE REQUIREMENTS

Contractor's Liability Insurance:

The Contractor shall procure and maintain in force such insurance as will protect him from claims under Workers' Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than any limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the Contractor will file with the County certificates of such insurance, acceptable to the County; these certificates shall contain a provision for cancellation as found in paragraph 5 of Section B immediately below.

Insurance Required:

A. General

Before starting and until acceptance of the Work by the County, the Contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs B. (1) through (4) below. All policies of insurance under this contract shall include as additional insured Hillsborough County and its employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.

B. Coverage

The Contractor shall procure and maintain in force during the life of this contract the following types of insurance coverage written on standard forms and placed with insurance carriers acceptable to the County and approved by the Insurance Department of the State of Florida. The amounts and type of insurance shall conform to the following requirements:

1. **Worker's Compensation Insurance** - The Contractor shall procure and shall maintain in force during the life of this Contract, Workers' Compensation Insurance providing statutory benefits, including those that may be required by an applicable federal statute, for all of his employees to be engaged in work on the project under this Contract. In case any class of employee engaged in hazardous work on the project under this contract is not protected under the Workers' Compensation statute, the Contractor shall provide employer's liability insurance for all said employees.

- a. Employer's Liability:

<u>\$100,000.00</u>	Limit each Accident
<u>\$500,000.00</u>	Limit Disease Aggregate
<u>\$100,000.00</u>	Limit Disease each Employee

2. **Commercial General Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Service office with limits of not less than those listed below and must include:

- a.

General Aggregate:	<u>\$500,000.00</u>
Products and Completed Operations:	<u>\$500,000.00</u>
Personal and Advertising Injury:	<u>N/A</u>
Each Occurrence:	<u>\$500,000.00</u>
Fire Damage (anyone fire):	<u>N/A</u>

3. **Automobile Liability Insurance** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Service office with limits not less than those listed below and must include: **Proof of Auto Liability**.
 - a. \$500,000.00 combined single limits each accident, for bodily injury and property damage liability combined single limit.
 - b. Owned Vehicles
 - c. Hired and Non-owned Vehicles
 - d. Employer Non-ownership
 - e. Garage Keepers Liability:
4. **Professional Liability – Errors and Omissions:**
 - a. Minimum limits of N/A per claim.
 - b. Notice of cancellation and or restrictions: The policy must be endorsed to provide the county with forty-five days notice of cancellation and/or restrictions.
5. **Builder's Risk:** ☐ is/ ☒ is not required. **Installation Floater:** ☐ is/ ☒ is not required. If required, maximum deductible: N/A . The policy should be issued for the cost of construction only. Labor and fees should not be included in the amount of coverage.
6. **Employee Fidelity Bond-Crime Insurance:** N/A
7. **Certificate of Insurance and Copies of Policies** - Certificates of Insurance furnished by Hillsborough County evidencing the insurance coverage specified in the previous paragraphs B. 1. through 4. inclusive, and on request of the County certified copies of the policies required shall be filed with the Risk Management Division of the County on a timely basis. The required Certificates of Insurance not only shall list Hillsborough County as additional insured, for the operations of the Contractor under this contract (excluding the worker's compensation, automobile liability, and professional liability policies) and shall name the types of policies provided and shall refer specifically to this Contract.

If the initial insurance expires prior to the completion of the Contract, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

The required limits for insurance may be achieved through a combination of primary and umbrella policies.

These policies will provide that: the insurer(s) waive their rights of subrogation against the Hillsborough County Board of Commissioners, their officials, employees, agents, and consultants.

Cancellation - Should any of the above described policies be canceled or non-renewed before the stated expiration date thereof, insurer will not cancel same until at least **thirty (30)** days prior written notice has been given to the below named certificate holder. This prior notice provision is a part of each of the above described policies.

Project Title: ITQ-ITCW11000048-0-2011/JW, PARKING FACILITY SWEEPING SERVICES

Reviewed, Risk Management Division: SIGNED COPY IN FILE
Signature

DATE: January 4, 2011

CERTIFICATE OF LIABILITY INSURANCE

Date: _____

Producer, Address, Telephone No.			Insurers Affording Coverage			
			Insurer A:			
Insured, Address			Insurer B:			
			Insurer C:			
			Insurer D:			
			Insurer E:			
This is to certify that the insurance policies listed below have been issued to the insured and are in force at this time. It is further certified that these policies have been endorsed to provide that they will not be cancelled or changed so as to reduce the described coverages until 30 days after written notice of such cancellation or change has been delivered to the certificate holder at the address shown below.						
Insr Ltr	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
	General Liability ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ _____ ☐ _____ General Aggregate Limit Applies per: ☐ Policy ☐ Project ☐ Loc				Each Occurrence	\$
					Fire Damage	\$
					Personal & Advertising Injury	\$
					General Aggregate	\$
					Products – Completed Operations Aggregate	\$
						\$
						\$
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ _____ ☐ _____				Combined Single Limit (Each Accident)	\$
					Bodily Injury (Per Person)	\$
					Bodily Injury (Each Accident)	\$
					Property Damage (Per Accident)	\$
						\$
	Garage Liability ☐ Any Auto ☐ _____				Auto Only – Ea Acc	\$
					Other than Ea Acc Auto Only:	\$
					Aggregate	\$
	Excess Liability ☐ Occur ☐ Claims Made ☐ Deductible ☐ Retention \$ _____				Each Occurrence	\$
					Aggregate	\$
						\$
						\$
						\$
	Workers' Compensation and Employer's Liability				☐ WC Statu- ☐ Oth- tory Limits er	\$
					E. L. Each Accident	\$
					E. L. Disease – Ea Emp	\$
					E. L. Disease – Pol Limit	\$
	Other					\$
☐ Contractual Liability Coverage is Included in listed General and Auto Liability Policies. ☐ "Hillsborough County, a political subdivision of the state of Florida" has been named as an Additional Insured on the listed General, Auto and Aircraft Liability Policies. ☐ Listed General Liability Policies include a Separation of Insureds (severability of interests) provision. ☐ Other Provisions/Limitations/Conditions: <u>ITQ-ITCW11000048-0-2011/JW, PARKING FACILITY SWEEPING SERVICES</u>						
Certificate Holder: Hillsborough County-BOCC Risk Management Division 601 E. Kennedy Blvd., 17 th Floor Tampa, FL 33602			(813-635-8274) Authorized Representative: _____ Signature _____			

Substitute W-9

Request for Taxpayer Identification Number (TIN)

And Certification

PART I – PERSONAL or BUSINESS INFORMATION			
Please type or print legibly.	1-NAME of INDIVIDUAL, business name, or sole proprietor's name (as registered with the IRS-Internal Revenue Service)		
	2-BUSINESS NAME (DBA-doing business as), if different from above.		
	3-CHECK ONE BOX to identify the type of business named above. ☐ Individual/Sole Proprietor ☐ Partnership ☐ Corporation ☐ Non-profit 501(c) ☐ Associations/Estate or Trust ☐ Government Entity (Exempt under section 501(a)) ☐ Medical or Legal Corporation ☐ Foreign Entity(fill out appropriate W-form) ☐ LLC-Limited Liability Company (If business listed on line 2 is an LLC, must also select an LLC type from below) [] Disregarded entity [] Partnership [] Corporation [] Individual/Sole Proprietor (enter owner/individual's name on line 1 above, business/DBA name on line 2)		
	4-WITHHOLDING (Optional) ☐ Already subject to backup withholding ☐ Exempt from backup withholding		
	5-PROTECTED STATUS – Florida Statute 119.071(4)(d)		
	Are you a member of law enforcement (active or former), a firefighter, judge or any other protected status as defined by Florida Statute 119.071(4)(d)? ☐ Yes ☐ No		
6-ADDRESS - Street (include apt # or suite number)			
City _____ State _____ ZIP _____ E-mail address _____			
PART II – 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). For other entities, it is your employee identification number (EIN).			
SSN		TIN / EIN	
PART III - CERTIFICATION			
Under penalties of perjury, I certify that:			
1	The number shown on this form is my correct TIN (tax payer identification number) or I am waiting for a number to be issued to me, <u>and</u>		
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 <u>and</u>		
3	I am a U.S. citizen or other U.S. person (see definition below).		
The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding			
Sign here >			Date >

Florida Statute 119.07 (5) and the Federal Privacy Act of 1974; Collection of Social Security Numbers

The Hillsborough County Clerk of the Circuit Court collects your social security number for the purposes of tax reporting to the Department of the Treasury, Internal Revenue Service (IRS) and for identity verification purposes. Florida Statute 119.07 (5) and the Federal Privacy Act of 1974 require the Clerk to notify you in writing of the reason for collecting this information which will be used for no other purpose than herein stated.

GENERAL INSTRUCTIONS (section references are to the Internal Revenue Code unless otherwise noted).

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 the 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.