

THE PURCHASING AND CONTRACTS DIVISION HAS A NEW LOCATION

SUBMIT PROPOSALS TO: Purchasing and Contracts Division 200 West County Home Road Sanford, Florida 32773 Attn.: PURCHASING DIVISION	REQUEST FOR PROPOSALS and Proposer Acknowledgment
Contact: Betsy J Cohen, CPPB Purchasing Supervisor 407-665-7112 bcohen@seminolecountyfl.gov	RFP-600702-09/BJC Management Services for Seminole County Libraries
Proposal Due Date: July 15, 2009 Proposal Due Time: 2:00 P.M.	Location of Public Opening: Purchasing and Contracts Division 200 West County Home Road Sanford, Florida 32773
Proposer Name:	Federal Employer ID Number or SS Number:
Mailing Address:	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip:	
Type of Entity: <i>(Circle one)</i> Corporation Partnership Proprietorship Joint Venture	X Authorized Signature (Manual)
Incorporated in the State of:	
Telephone Number:	Typed Name:
Toll Free Telephone Number: (800)	Title:
Fax Number:	Date:

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

Section 1 – Background and Project Overview

I. BACKGROUND AND PROJECT OVERVIEW

Seminole County is requesting information from interested and qualified firms regarding innovative library management strategies and progressive library management services. The County intends to utilize the information gathered for planning purposes.

Seminole County has a system of five full-service community libraries. The libraries offer print, media and online services. There is a homebound program which provides delivery of resources to those who qualify. Collection development for the system is centralized with the majority of ordering being outsourced through companies like Baker & Taylor, Ingram and Ebsco. The Collection “floats” and returned books remain at the branch library to which they are returned, however, books are transported daily from one location to another to fill requests placed by patrons at various locations. Each Branch Library has a highly active and successful Youth Services Program including literacy-based story programs for babies, toddlers, preschoolers, and school age children on a weekly basis. There is a six week Summer Reading program conducted in all five branches and an annual Teen Read Festival.

Each library provides meeting space that is available for use at no charge by non-profit organizations.

Each of the five branch libraries is open a total of 56 hours per week, 312 days per year. Libraries are open from 9:00 AM – 8:00 PM, Monday through Thursday; 9:00 AM – 5:00 PM, Saturday; and 1:00 – 5:00 PM, Sunday. All of the libraries are closed on Friday.

Statistics for 2007/2008 were: 245,376 registered card holders; 1,167,971 attendance; 2,419,054 circulations of library material; 1,064,875 reference/information questions answered; 82,748 sessions/searches online information hits on website.

Technologies currently in place include: an Integrated Library System (ILS); automated self check-out; PC Reservation; centralized print management; Wi-Fi access (via county network); web portal with catalog access including enhanced content; automated notification system (phone and email via county network); training/test server.

During 2007/2008 the Seminole County Library System employed 107 FTE staff (55 full-time; 52 part-time). The staff has recently been cut to 88 FTEs (50 full-time; 38 part-time).

The Fiscal Year 2007/2008 operating budget was \$6,908,858. The Fiscal Year 2008/2009 operating budget is \$6,760,205. The Library System receives funding from Seminole County Government, State Aid to Libraries and e-Rate programs, and donations from the Friends of the Library.

Locations:

1. East Branch Library, 310 Division Street, Oviedo, FL 32765
2. West Branch Library, 245 Hunt Club Blvd., Longwood, FL 32779
3. North Branch Library, 150 North Palmetto Avenue, Sanford, FL 32771
4. Northwest Branch Library, 580 Greenway Blvd., Lake Mary, FL 32746
5. Jean Rhein Central Branch Library, 215 N Oxford Road, Casselberry, FL 32707

Section 2

General Conditions, Instructions and Information for Proposers

CONTACT: All prospective Proposers or advocates on behalf of proposers are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, Seminole County Staff members, other than the noted contact person regarding this RFP or their proposal at any time prior to the posting on the Web Site of the final evaluation and recommendation by the Evaluation Committee for this project. Any such contact shall be cause for rejection of your proposal. Interpretation of this clause will be solely at the discretion of the County.

PUBLIC OPENING: Proposals shall be received at the Purchasing Division at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Proposers shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 665-7112.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Proposers of all changes in scheduled due dates by posting the notification in the Purchasing and Contracts Web Site.

PROPOSAL SUBMISSION AND WITHDRAWAL: The COUNTY will receive proposals at the above address. The outside of the envelope/container must be identified with the RFP Number and title as stated above. The envelope/container must also include the Proposer's name and return address. Receipt of the proposal in the Purchasing Division after the time and date specified due to failure by the Proposer to provide the above information on the outside of the envelope/container shall result in the rejection of the proposal. **Proposals received after the specified time and date shall be returned unopened.** The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. The COUNTY cautions Proposers to assure actual delivery of mailed or hand-delivered proposals prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (407) 665-7112, before the 2:00 deadline.

Proposers shall submit **FOURTEEN (14) COMPLETE SETS** (one (1) original and thirteen (13) copies) of the complete proposal with all supporting documentation in a sealed envelope/container marked as noted above. The Proposer may submit the proposal in person or by mail. Proposers may withdraw their proposals by notifying the COUNTY in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the COUNTY and will not be returned to the Proposers. No additional information may be submitted, or follow-up performed by any Proposer after the stated due date outside of a formal presentation to the Evaluation Committee.

INQUIRIES/INTERPRETATIONS: All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing and Contracts Division in writing prior to the due date; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any

questions concerning the intent, meaning and interpretations of the RFP documents including the attached draft agreement, shall be requested in writing, and received by the County Purchasing and Contracts Division no later than ten (1) days prior to the due date. The County will not be responsible for any oral instructions made by any employee(s) of the COUNTY in regard to this RFP. Telephone No. 407-665-7112, Fax No. 407-665-7956. Oral statements given before the Proposal Due Date will not be binding.

ADDENDUM: Should revisions to the RFP documents become necessary; the COUNTY will post addenda information on the COUNTY's Web Site. All Proposers should check the COUNTY's Web Site or contact the COUNTY's Purchasing and Contracts Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the proposal as unresponsive. Proposer shall sign, date, and return the latest addendum with their Proposal. Previous addenda will be deemed received. Addenda information will be posted on the COUNTY's Web Site at www.seminolecountyfl.gov – Administrative Services – Purchasing and Contracts Division. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: All proposals will be evaluated by County staff in accordance with the criteria set forth in the RFP documents. The County may conduct interviews/presentations as part of the evaluation process. The County will not be liable for any costs incurred by the Proposer in connection with such presentations. The COUNTY anticipates award to the Proposer who submits the proposal judged by the COUNTY to be the most advantageous and offers the best value to the County. The Proposer(s) understands that this RFP does not constitute an agreement or a contract with the Proposer. The COUNTY reserves the right to reject all proposals, to waive any formalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety.

PROPOSAL PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

ACCURACY OF PROPOSAL INFORMATION: Any Proposer which submits in its proposal to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the County prior to final execution of the Contract.**

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of RFP. Should the Proposer not be fully licensed and certified, its proposal shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer. Other licenses and certifications requirements related to the profession are detailed in the RFP documents.

POSTING OF PROPOSAL AWARD: Recommendation for award will be posted for review by interested parties at the Purchasing Division bulletin board and the County's Web Page

(www.seminolecountyfl.gov) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

PROHIBITION AGAINST CONTINGENT FEES: It shall be prohibited for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall terminate the Agreement at its sole discretion.

ACCEPTANCE / REJECTION: Seminole County reserves the right to accept or reject any or all proposals and to make the award to those Proposers, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the proposal response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

PURCHASING CODE: The Purchasing Code and Procedures apply in its entirety with respect to this RFP.

AFFIRMATION: By submission of a proposal, Proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Proposer agrees to abide by all conditions of this Request for Proposal and the resulting contract.

MISTAKES IN PROPOSAL: Proposers are expected to examine the terms and conditions, specifications, proposal prices and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk. Proposals having erasures or corrections must be initialed in ink by the Proposer.

DISQUALIFICATION OF PROPOSER: More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

ECONOMIC PRICE ADJUSTMENTS: Written request for price adjustments may be made every twelve (12) months. This request shall be made within thirty (30) days after each allowable renewal period. All price adjustment must be evaluated and accepted by the Purchasing and Contracts Manager, or designee, and shall be effective upon issuance of a written contract amendment. Any increased price adjustment(s) must be supported by Consumer Price Index and/or Producer Price Index documentation supporting the requested increase.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the County.

Section 3 – Instructions for the preparation of Proposals

The Proposer warrants its response to this Request for Proposals to be fully disclosed and correct. The firm must submit a proposal complying with this request for proposals, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. All proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below. Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The proposal must be submitted on 8 1/2" x 11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The proposal must be divided into the following sections:

A. **REQUIRED SUBMITTALS:**

Letter of Transmittal

Summary of Litigation: Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Proposer in the past five (5) years which is related to the services that Proposer provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: Regulatory or license agency sanctions within the past 5 years.

Proposer's Certification: See form included in this package.

Conflict of Interest Statement: See form included in this package.

Compliance with the Public Records Law: See form included in this package.

Taxpayer Identification Number (W-9 Form): See form included in this package.

B. **PROPOSER INFORMATION:**

1. Provide a brief history of the firm, including years in business, pertinent capabilities, evidence of experience and resources related to the services described herein.
2. Provide contact information for government entities who are currently utilizing the services as identified in the RFP documents.

C. **MANAGEMENT PLAN - INFORMATION:** Seminole County requests the following information with the assumption that the County will maintain control of the library's automation and communications systems, maintenance of library buildings excluding janitorial services, and the Director of Library Services position.

Pricing details and savings must be provided to the extent possible.

1. Describe specifically, in dollar amounts, reductions in operating costs predicted for the Seminole County Public Library System.

2. Describe specifically the plan for staffing each of the five branch libraries, including number of professional librarians and support staff. Proposer must identify the number of Full Time Employees that will provide the required services under this RFP.
3. Describe specifically, in dollar amounts, reductions in staffing costs predicted for the Seminole County Public Library System.
4. Describe the operating hours your company would maintain for each branch library.
5. Describe the relationship between the qualified administrative head employed by Seminole County Government and your company.
6. Describe specifically the method of procuring library materials, including print material and online resources, used by your company. Include the percentage of the handling fee charged for purchasing or licensing collection resources for the library system.
7. What would be the dollar per capita your company spends on library materials and resources?
8. What are your company's selection criteria for library print and electronic material and who selects the material?
9. Describe specifically the type of materials your company will provide, e.g. DVDs, downloadable audio books, videos, etc.
10. Describe any rental collections you company would provide, e.g. McNaughton Lease Program.
11. Describe how your company handles Interlibrary Loan requests.
12. What model will your company use in the provision of Reference and Information services?
13. Describe how your company will work with Seminole County's Information Technology Department. How would your company coordinate the acquisition of library material with the SirsiDynix Symphony automation program and the Seminole County Information Technology Department?
14. Describe grants to enhance library service that your company would seek. List grants your company has obtained for other library systems.
15. Provide written documentation confirming that public libraries in Florida contracting for private management will retain eligibility for State Aid to Libraries, Library Construction and Library Services/and Technology Act grants, e-Rate compensation and similar state and federal grants.

16. Describe how staff is transitioned from employment with Seminole County to employment with your company.
17. Describe benefits for library staff including retirement benefits, vacation/paid time off, training, dues/memberships.
18. Describe specifically the type of childrens' programming your company would provide. How many childrens' programs would your company provide?
19. Describe any general handling fees, other than Fines & Fees dictated by the Seminole County Administrative Code, charged by your company.
20. Explain processes your company uses to comply with government Public Records disclosure laws (Florida Statutes, Chapter 119, is Florida's Public Records law, available at http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_Statute&URL=Ch0119/titl0119.htm&StatuteYear+2008&Title=%2D%3E2008%2D%3EChapter%20119)
22. Describe methods for vendor selection to ensure that the process is open and competitive, in compliance with Florida Statute, Chapter 257.
22. How will your company relate to the existing Friends of the Library 501 (c) 3 organization and what are the implications for maintaining their non-profit status?
23. Describe specifically how your company will comply with public records disclosure laws as stated in Florida Statute 257.261.

Section 4 – Evaluation of Proposals

EVALUATION METHOD

The COUNTY will appoint a committee consisting of members of its staff to evaluate proposals and to recommend, to the proper level of authority, the Proposer which meets the best interests of the COUNTY. The COUNTY shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The COUNTY's decisions will be final. Award will be made to the proposal which presents the best value to the COUNTY based on the entire evaluation process and all the information gathered.

EVALUATION FACTORS: The following criteria will be used in the evaluation proposals:

- Quality, comprehensiveness and reasonableness of cost for services and management plan proposed
- Expertise, experience, industry credentials and resources presented
- Other Significant Matters.

The County reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedule, past record of integrity and past record of performance.

ASSESSMENT:

The team will evaluate each proposal against the requirements of the solicitation. Results of the assessment will be portrayed as follows:

The submittals will be evaluated on:

Strengths: Those areas in which the proposal exceeds the County's requirements.

Weaknesses: Those areas where the proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Deficiencies: Those areas where the proposal fails to meet the County's requirements.

Attachment A
PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/Proposer as its act and deed and that the vendor/Proposer is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

Sworn to and subscribed before me

By:

Signature

This ____ day of _____, 20____

Name & Title, Typed or Printed

Signature of Notary

Mailing Address

Personally Known

Notary Public, State of _____

City, State, Zip Code

-OR-

Produced Identification _____

() _____

Telephone Number

Type: _____

Attachment B
Conflict of Interest Statement

STATE OF FLORIDA)
) ss
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as ***RFP-600702-09/BJC – Management Services for Seminole County Libraries***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this _____ day of _____, 20_____.

Typed Name of Affiant

Title

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

Personally known _____

OR Produced identification_____ **Notary Public - State of**_____

(Type of identification) _____ My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Attachment C
Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: RFP-600702-09/BJC

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Attachment D
Request for Taxpayer Identification Number and Certification
(W-9 Form)

**PURCHASING AND CONTRACTS DIVISION
NEW VENDOR REQUISITION FORM**

DATE: _____

VENDOR # _____

VENDOR NAME: _____

VENDOR ADDRESS: _____

(address for P.O.'s) _____

MAILING ADDRESS: _____

(address for payments) _____

CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

FEDERAL TAX ID NUMBER: _____

COMMENTS: _____

REQUESTED BY: _____

PURCHASING

EXTENSION: _____

ENTERED BY: _____

COUNTY FINANCE

**NOTE: W-9 FORM SHALL BE INCLUDED WITH THIS FORM.
INCOMPLETE FORM WILL NOT BE PROCESSED.*****

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number								

or

Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (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 recipient 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 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.

SEMINOLE COUNTY, FLORIDA
**PROVISIONS FOR
SERVICE PROVIDER'S INSURANCE**

Section 1 GENERAL

The SERVICE PROVIDER shall not commence Work until the SERVICE PROVIDER has, at the SERVICE PROVIDER'S own cost, procured the insurance required under this Section and such insurance has been approved by the COUNTY'S Risk Management Division.

All specifications noted herein are REQUIRED unless waived in writing by the COUNTY.

- 1.1 Before commencing Work, the SERVICE PROVIDER shall furnish the COUNTY'S Purchasing and Contracts Division with current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by Section 3 and including the following as Certificate Holder and Additional Interest as noted in Section 3:

Seminole County Board of County Commissioners
Attn: Purchasing and Contracts Division
1101 E. First St.
Sanford, FL 32771

The Certificate of Insurance shall provide that the COUNTY'S Purchasing and Contracts Division shall be given not less than thirty (30) days written notice prior to the cancellation, non-renewal or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the SERVICE PROVIDER, the SERVICE PROVIDER shall provide the COUNTY'S Purchasing and Contracts Division with a renewal or replacement Certificate of Insurance not less than thirty (30) days before the expiration or replacement of the insurance for which a previous certificate has been provided.

- 1.2 Notice of Cancellation, Non-Renewal and/or Restriction: A policy must be specifically endorsed to provide the COUNTY'S Purchasing and Contracts Division with thirty (30) days notice of cancellation, non-renewal and/or restriction.
- 1.3 **The Certificate shall contain a statement that it is being provided in accordance with the Contract Documents and that the insurance is in full compliance with the requirements of the Contract Documents.** Provide further, that in lieu of the statement on the Certificate, the SERVICE PROVIDER shall, at the option of the COUNTY'S Purchasing and Contracts Division submit a sworn and notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Contract Documents and that the insurance is in full compliance with the requirements of the Contract Documents.
- 1.4 In addition to providing the Certificate of Insurance pursuant to the above, if required by the COUNTY'S Purchasing and Contracts Division, the SERVICE PROVIDER shall, within thirty (30) days after receipt of the request, provide the COUNTY'S Purchasing and Contracts Division with a certified copy of each of the policies of insurance providing the coverage required by Section 3. Certified copies of policies may only be provided by the Insurer, not the Agent/Broker.

- 1.5 Neither approval by the COUNTY'S Purchasing and Contracts Division nor failure to disapprove the insurance furnished by SERVICE PROVIDER shall relieve the SERVICE PROVIDER of the SERVICE PROVIDER'S full responsibility for liability, damages and accidents.
- 1.6 Deductible/self-insured retention amounts must be declared to and approved by COUNTY, and shall be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document will be borne by SERVICE PROVIDER.
- 1.7 The insurer's cost of defense including attorney's fees (and attorney's fees on appeal) shall not be included within the policy limits but shall remain the responsibility of insurer.
- 1.8 In the event of loss covered by Property Insurance, the proceeds of a claim shall be paid to COUNTY, and the COUNTY shall apportion the proceeds between the COUNTY and SERVICE PROVIDER as their interests may appear.
- 1.9 Neither COUNTY'S review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by SERVICE PROVIDER in accordance with this Section, nor COUNTY'S decisions to raise or not to raise any objections about either or both, shall in no way relieve or decrease the liability of SERVICE PROVIDER. If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, SERVICE PROVIDER shall promptly provide to COUNTY such additional information as COUNTY may reasonably request, and SERVICE PROVIDER shall remedy any deficiencies in the policies of insurance within 10 days.
- 1.10 COUNTY'S authority to object to insurance shall not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of SERVICE PROVIDER or any other party.
- 1.11 ADDITIONAL INSURED: The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees must be included as additional insured under General Liability, Auto Liability and Umbrella Liability policies.
- 1.12 Coverage: The insurance provided by SERVICE PROVIDER pursuant to the Contract Documents shall apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Board of County Commissioners of Seminole County, Florida or the COUNTY'S officials, officers or employees shall be excess of and not contributing with the insurance provided by the SERVICE PROVIDER.
- 1.13 Waiver of Subrogation: All policies shall be endorsed to provide a Waiver of Subrogation clause in favor of the Board of County Commissioners of Seminole County Florida, it's officials, officers and employees.
- 1.14 Provision: Commercial General Liability, Umbrella Liability and the Owners Protective Policies required by the Contract Documents shall be provided on an occurrence rather than a claims-made basis.

Section 2 INSURANCE COMPANY REQUIREMENTS

Insurance companies providing the insurance under the Contract Documents must meet the following requirements.

- 2.1 Such companies must be either (a) authorized by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida or (b) with respect only to the coverage required by Section 3.1 (Workers' Compensation/Employers' Liability) authorized as a group self-insurer by Florida Statute 440.57.
- 2.2 In addition, such companies other than those authorized by Florida Statute 440.57 shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.
- 2.3 If, during the period which an insurance company is providing the insurance coverage required by the Contract Documents, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Florida Statute 440.57, or 3) fail to maintain the Best's Rating and Financial Size Category, the SERVICE PROVIDER shall, as soon as the SERVICE PROVIDER has knowledge of any such circumstance, immediately notify the COUNTY'S Purchasing and Contracts Division and upon request of the COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of the Contract Documents. Until such time as the SERVICE PROVIDER has replaced the unacceptable insurer with an insurer acceptable to the COUNTY'S Purchasing and Contracts Division, the SERVICE PROVIDER shall be deemed to be in default of the Contract Documents.

Section 3 SPECIFICATIONS

Without limiting any of the other obligations or liabilities of the SERVICE PROVIDER, the SERVICE PROVIDER shall, at the SERVICE PROVIDER'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Contract Documents, the insurance shall become effective prior to the commencement of Work by the SERVICE PROVIDER and shall be maintained in force until Final Completion or such other time as required by the Contract Documents. The amounts and types of insurance shall conform to the following minimum requirements.

- 3.1. **WORKERS' COMPENSATION/EMPLOYERS' LIABILITY (MANDATORY - NO EXCEPTIONS)**
 - 3.1.1. The SERVICE PROVIDER'S insurance shall cover the SERVICE PROVIDER and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy, (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.
 - 3.1.2. Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.
 - 3.1.3 The minimum limits to be maintained by SERVICE PROVIDER are as specified in Section 4.1.

3.2. COMMERCIAL GENERAL LIABILITY

- 3.2.1. The SERVICE PROVIDER'S insurance shall cover the SERVICE PROVIDER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C. Medical Payment and the elimination of coverage for Fire Damage Legal Liability.
- 3.2.2. The SERVICE PROVIDER shall maintain separate limits of coverage applicable only to the Work performed under the Contract Documents. The minimum limits to be maintained by the SERVICE PROVIDER shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Construction Project(s) General Aggregate Limit) endorsement ISO Form CG 25 03 to a Commercial General Liability Policy with amounts as specified in Section 4.2.
- 3.2.3. The SERVICE PROVIDER (applicable to construction contracts only) shall continue to maintain Products/Completed Operations coverage for a period of two years after Final Completion. The insurance shall cover those sources of liability which would be covered by the latest edition of Coverage A of the Commercial General Liability Form (ISO Form CG 00 01) or Coverage A of the Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by the Insurance Services Office without restrictive endorsements.
- 3.2.4. The minimum limits to be maintained by SERVICE PROVIDER are as specified in Section 4.2
- 3.2.45 The Board of County Commissioners of Seminole County, Florida, its officials, officers and employees are to be included as Additional Insured's. ISO Endorsements CG 20 10 and CG 20 37 or their equivalent shall be used to provide such Additional Insured status.

3.3 BUSINESS AUTO POLICY

- 3.3.1. The SERVICE PROVIDER'S insurance shall cover the SERVICE PROVIDER for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.
- 3.3.2. The minimum limits to be maintained by the SERVICE PROVIDER are as specified in Section 4.3.
- 3.3.3 The Board of County Commissioners of Seminole County, Florida, it's officials, officers and employees are to be included as Additional Insured's.

3.4 UMBRELLA LIABILITY

- 3.4.1 The SERVICE PROVIDER'S insurance shall cover the SERVICE PROVIDER for those sources of liability which would be covered by the latest edition of the standard Commercial Liability Umbrella Policy (ISO Form CU 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

- 3.4.2 The minimum limits to be maintained by the SERVICE PROVIDER are as specified in Section 4.4.
- 3.4.3 The Board of County Commissioners of Seminole County, Florida, it's officials, officers and employees are to be included as Additional Insured's.

3.5 OWNERS PROTECTIVE LIABILITY COVERAGE

- 3.5.1. If requested in writing the SERVICE PROVIDER shall provide the COUNTY'S Purchasing and Contracts Division with an Owners and SERVICE PROVIDER's Protective Liability Policy (OCP Policy). The policy shall cover the Board of County Commissioners of Seminole County, Florida for all sources of liability which would be covered by the latest edition of the standard Owners and SERVICE PROVIDER's Protective Liability Coverage Form - Coverage for Operations of Designated SERVICE PROVIDER (ISO Form CG 00 09), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.
- 3.5.2. The Board of County Commissioners of Seminole County, Florida shall be the named Insured on the OCP Policy. The policy shall be endorsed to include the COUNTY'S officials, officers and employees as insureds. The OCP Policy shall include the SERVICE PROVIDER and the SERVICE PROVIDER'S sub-SERVICE PROVIDERS of every tier as designated in the declarations.
- 3.5.3. The minimum limits to be provided by the SERVICE PROVIDER are as specified in Section 4.5.

3.6 BUILDER'S RISK

When a Work includes construction of and/or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

- 3.6.1. Form: All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 20 and CP 10 30.
- 3.6.2. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s), or structure(s) by the COUNTY.
- 3.6.3 The minimum limits to be maintained by SERVICE PROVIDER are as specified in Section 4.6
- 3.6.4. Loss Payee: The Board of County Commissioners of Seminole County, Florida, must be included as loss payee.
- 3.6.5 The COUNTY retains the right to waive this clause and obtain this coverage at their own cost.

3.7 FLOOD INSURANCE

Buildings: When buildings or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings, structures, machinery, equipment and contents or the maximum amount of flood insurance coverage available under the National Flood Program.

3.7.2 Loss Payee: The Board of County Commissioners of Seminole County, Florida, must be included as loss payee.

3.8 INSTALLATION FLOATER

If the Work includes the installation of machinery and/or equipment into an existing structure, the following insurance coverages must be provided on that machinery and/or equipment.

3.8.1 Form: "All Risk" including Installation and Transit.

3.8.2 Cessation of Insurance: Coverage is not to cease and is to remain in force until Final Acceptance.

3.8.3 The minimum limits to be maintained by SERVICE PROVIDER are as specified in Section 4.7.

3.8.4 Loss Payee: The Board of County Commissioners of Seminole County, Florida, must be included as loss payee.

Section 4 REQUIRED LIMITS OF INSURANCE

The minimum amounts of insurance shall be as follows:

4.1 Workers' Compensation: Statutory

Employers' Liability

Each Accident	<u>\$500,000</u>
Disease-Policy Limit	<u>\$500,000</u>
Disease-Each Employee	<u>\$500,000</u>

4.2 Commercial General Liability:

General Aggregate	\$Two Times the Each
Occurrence Limit	
Products/Completed Operations Aggregate	<u>\$2,000,000</u>
Personal and Advertising Injury	<u>\$1,000,000</u>
Each Occurrence	<u>\$1,000,000</u>

GL policy must have endorsement to cover sexual misconduct and sexual harassment.

4.3 Business Auto Policy:

Each Occurrence	<u>\$1,000,000</u>
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4.4 Commercial Umbrella:

Aggregate Limit	\$5,000,000.00
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Each Occurrence Limit	\$5,000,000.00
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4.5 Owners Protective Liability Coverage:

Aggregate Limit	\$Two Times the Each
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Occurrence Limit	
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Each Occurrence Limit	\$
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4.6 Builders Risk:

Amount of Insurance:	\$
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Maximum Deductible:	\$
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4.6 Installation Floater:

Amount of Insurance:	\$
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Maximum Deductible:	\$
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