

INVITATION TO BID
2013 HAND PLANTING SERVICES FOR REFORESTATION
AND GROUNDCOVER RESTORATION
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(BID NUMBER 13B-001)

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, will receive sealed bids up to the 2:30 P.M. EST opening time on November 13, 2012 for Hand Planting Services for Reforestation and Groundcover Restoration on approximately 621 acres in Bay, Escambia, Okaloosa, Walton and Washington Counties.

All bids must conform to the instructions in the Invitation to Bid (ITB). Interested parties may obtain a copy of the complete ITB package at the above address, or by calling (850) 539-5999 or visit the District's website at www.nwfwmd.state.fl.us or on the state Vendor Bid system through the BUSINESS link at MyFlorida.com.

The bid opening is open to the public. Provisions will be made to accommodate the handicapped (if requested) provided the District is given at least 72 hours advance notice.

All bids must comply with applicable Florida Statutes.

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GENERAL INFORMATION

PART I

1-1 DEFINITIONS

For the purpose of this Invitation to Bid, "bidder" shall mean contractors, vendors, consultants, respondents, organizations, firms or other persons submitting a response to this Invitation to Bid.

1-2 PURPOSE

This Invitation to Bid provides guidelines for the submission of bids for the project entitled:

2013 HAND PLANTING SERVICES FOR REFORESTATION AND GROUND COVER RESTORATION

1-3 ISSUING OFFICE, DATE AND LOCATION OF BID OPENING

Division of Land Management and Acquisition
Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-4712

Hereinafter referred to as the "District"

THE DISTRICT MUST RECEIVE ALL BIDS BY 2:30 P.M. EST ON NOVEMBER 13, 2012

1-4 INVITATION TO BID

The District solicits offers for the services of responsible bidders to perform 2013 Hand Planting Services for Reforestation and Groundcover Restoration.

1-5 CONTRACT AWARDS

The District anticipates entering into a contract with, or issuing a purchase order to the bidder who submits the bid judged by the District to be most advantageous. The District anticipates awarding one contract or issuing a single purchase order, but reserves the right to award more than one bid if it is in its best interest.

The bidder understands that this Invitation to Bid does not constitute an agreement or a contract with the District. An official contract or agreement is not binding until bids are reviewed and

accepted by appointed staff, approved by the appropriate level of authority within the District and both parties execute the contract or agreement.

The District reserves the right to reject any and all bids, to negotiate with the apparent low bidder, to waive any informalities of a minor nature, and to solicit and re-advertise for other bids. The District may correct mistakes clearly evident on the face of the bid documents, such as computation errors.

All bids are subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting.

Notice of a contract award shall be posted in the office of the Agency Clerk. Failure to file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes.

1-6 DEVELOPMENT COSTS

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the bidders' ability to meet the requirements of the Invitation to Bid.

1-7 INQUIRIES

The District encourages interested parties to contact the District to discuss this Invitation to Bid. Tyler Macmillan will receive questions concerning this Invitation to Bid at (850) 539-5999, from 8:30 A.M. to 5:00 P.M. weekdays, from the date of this release until 2:30 P.M. EST on November 13, 2012. The District will provide written answers to substantive questions in the form of written addenda to all bidders who requested the Invitation to Bid package.

If issued, the District will mail written addenda at least seven calendar days before the bid opening date. All bidders should contact the District at least seven days before the bid opening date to ascertain whether any addenda have been issued.

1-8 TIMETABLE

The District and bidders shall adhere to the following schedule in all actions concerning this Invitation to Bid.

- A. On October 16, 2012 the District issues the Invitation to Bid.
- B. From October 16, 2012 to 2:30 PM EST on November 13, 2012 the District will receive and answer inquiries (received by telephone and/or by mail).

- C. The District must receive the bids by the 2:30 P.M. EST opening time on November 13, 2012.
- D. From opening time the District will review and evaluate the bids on a timely basis.
- E. The District may enter into a contract or issue a purchase order after conducting negotiations and obtaining appropriate approvals.

1-9 DELAYS

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify bidders of all changes in scheduled dates by written notice.

1-10 BID SUBMISSION AND WITHDRAWAL

The District will receive bids at the following address:

**Northwest Florida Water Management District
Attn.: Agency Clerk
81 Water Management Drive
Havana, Florida 32333-4712**

For deliveries via courier service, please use the address below:

**Northwest Florida Water Management District
U.S. Highway 90 west, 10 miles west of Tallahassee**

To facilitate processing, the face of the envelope shall state in capital letters: "SEALED BID ON BID NUMBER 13B-001 TO BE OPENED NOVEMBER 13, 2012, AT 2:30 P.M. EST AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."

The envelope shall also include the bidder's return address. Envelopes received but not properly marked will not be considered.

Bidders shall submit one copy of the bid in a sealed, opaque envelope marked as noted above. The bidder may submit the bid in person, by courier, or by mail.

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:30 P.M. EST
ON NOVEMBER 13, 2012**

Bids received after the established deadline will not be considered. The District cautions bidders to assure actual delivery of mailed or hand delivered bids directly to the District's Division of Administration prior to the deadline set for opening bids. Bidders are also cautioned that the District usually does not receive U.S. mail delivery until after 2:30 P.M. EST each day; any bids received by mail after 2:30 P.M. EST on November 13, 2012 will not be considered. Telephone

confirmation of timely receipt of the bid may be made by calling (850) 539-5999 before bid opening time.

Receipt of a bid by any District office or personnel other than the District receptionist or the Division of Administration does not constitute "delivery" as required by this Invitation to Bid.

Bidders may withdraw their bid by notifying the District in writing at any time prior to the opening. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the District and will not be returned to the bidders.

Upon opening, bids become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Invitation to Bid by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

Bids will be made available for inspection at the time the District posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the bid opening, whichever is earlier.

1-11 BID BOND

In addition to the bid, bidders must submit a Bid or Surety bond in the amount of five percent (5%) of the total bid amount for the 2013 Hand Planting Services for Reforestation and Groundcover Restoration bid. A cashier's check or money order will also suffice. The selected contractor's deposit shall be converted to a performance bond and will be subject to provisions contained within the agreement. The deposit or bond will be returned to the unsuccessful bidders upon the award of the contract by the Northwest Florida Water Management District Governing Board to the successful bidder.

1-12 ADDENDA

If revisions become necessary, the District will provide written addenda to all prospective bidders who requested a paper copy of the Invitation to Bid. The written addenda will also be posted on the District's internet website and on the State of Florida's Vendor Bid System website. **All addenda issued by the District will include a receipt form, which must be signed and included with any bids that are submitted to the District. In the event that multiple addenda are issued, a separate receipt for each addendum must be included with the bid at the time it is submitted to the District.** Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's project manager prior to submitting their bid.

1-13 EQUAL OPPORTUNITY

The District recognizes fair and open competition as a basic tenet of public procurement. Bidders doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. It is the policy of the District to ensure that qualified bidders wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts.

The District encourages participation by minority and women business enterprises (MBE/WBE) and requests MBE/WBEs to submit evidence of such designation with their bids. For further information on designation as a minority business enterprise, prospective bidders may contact the District's Finance Office at (850) 539-5999.

1-14 ORAL PRESENTATIONS

At its discretion, the District may require any bidder to make an oral presentation of the bid. These presentations provide an opportunity for the bidder to clarify the bid for the District. The District will schedule any such presentations.

1-15 NEWS RELEASES

The bidder should obtain the prior approval of the District for all news releases or other publicity pertaining to this Invitation to Bid or the service, study or project to which it relates.

1-16 INSURANCE

The bidder, if awarded a contract, shall maintain insurance coverage reflecting the amounts and conditions specified in the Agreement. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

1-17 PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1-18 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

1-19 VENDOR CHECKLIST

Please review the checklist for this bid (ITB No. 13B-001), to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

- ☐ Have you performed a final review of your bid to ensure you included all required documentation?
- ☐ Have you verified all amounts to ensure that they are complete and accurate?
- ☐ Have you signed the Acknowledgment form on page 14 and included it in your package?
- ☐ Have you completed the Bid Format and three Bid Sheet forms on pages 17 through 19 and included them in your package?
- ☐ Have you enclosed your Bid or Surety bond with your package as indicated on page 6?
- ☐ **IS YOUR ENVELOPE PROPERLY MARKED?** See page 5 of this ITB for further details. Most rejected bids are caused by the respondent failing to properly mark their package. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your bid is opened prior to the designated date and time, it cannot be considered.
- ☐ Have you selected the method of shipping that will ensure that your response will arrive before the deadline? Responses received after the date and time specified will not be considered.
- ☐ Have you completed the W-9 Form attached and included it in your package?
- ☐ Have you provided evidence of your Minority Business status, if applicable? Vendor Registration Form provided.
- ☐ Have you provided copies of your current insurance coverage/limits?

- ☐ Have you provided Proof of Registration in the State of Florida as a Farm Labor Contractor if you use migrant workers for any reforestation, mitigation reforestation, reinforcement and/or habitat restoration services?

SCOPE OF SERVICES

PART II

The Northwest Florida Water Management District will select one qualified reforestation and groundcover restoration contractor for assignments during fiscal year 2012-2013 (**work starting approximately January 8, 2013**).

Scheduled activities include the following:

2-1 REFORESTATION

Longleaf Pine

The District anticipates planting 284,224 1-0 longleaf pine tubelings on approximately 469 acres of disturbed, natural longleaf pine habitat in Bay, Escambia, Okaloosa, Walton and Washington Counties. Longleaf pine tree planting will consist of the following:

- 1) Reforestation of sites that require reinforcement stocking at a rate of 302 tubelings per acre (Stands 6 and 7). Site preparation for these stands will consist of prescribed burning.
- 2) Reforestation of sites that have been previously harvested at a rate of 726 tubelings per acre (Stands 1 through 4 and Stands 8 through 14). Site preparation for most stands will consist of herbicide application and prescribed burning.

Mixed Hardwoods, Cypress and Silver (Sweetbay) Bay

The District anticipates planting 25,000 mixed hardwood, cypress, and silver (sweetbay) bay tree tubelings on approximately 57 acres of disturbed, natural mixed hardwood forest habitat in Escambia and Washington Counties. This tree planting will consist of the following:

- 3) Reforestation of one site that requires reinforcement stocking at a rate of 436 mixed hardwood tubelings per acre (Stand 5). Site preparation for this stand will consist of prescribed burning.
- 4) Reforestation of one site that requires reinforcement stocking at a rate of 436 cypress and silver (sweetbay) bay tubelings per acre (Stand 15). This wetland stand will not receive any site preparation treatment.

Reforestation Stocking Rates

The stocking rates per acre for longleaf pine tree tubelings and mixed hardwoods, cypress and silver bay are listed below. The table in Article 2 of the attached draft Agreement provides the specific stocking rate for each individual stand.

ACTIVITY	TREES PER ACRE	SPACING (FEET)
Hand Planting for Longleaf Pine Reforestation	726	6 x 10
	302	12 x 12
Hand Planting for Mixed Hardwoods, Cypress and Silver Bay Reforestation	436	10 X 10

2-2 GROUNDCOVER RESTORATION

Groundcover restoration activity will consist of the re-establishment of wiregrass and toothache grass tubelings on disturbed, natural xeric sandhill, wet prairie, and wet pine flatwoods groundcover habitat areas. The District anticipates planting approximately 118,580 toothache grass plugs on approximately 36 acres; 183,920 wet prairie wiregrass plugs on approximately 36 acres; and 70,180 upland (xeric) wiregrass plugs on approximately 23 acres. These stands are located in Escambia and Washington Counties. Wiregrass and toothache grass groundcover restoration will be based on the following spacing and stocking rates. The table in Article 2 of the attached draft Agreement provides the specific stocking rate for each individual stand.

ACTIVITY	PLUGS PER ACRE	SPACING (FEET)
Hand Planting for Wiregrass and Toothache Grass Groundcover Restoration	6,050	2.7 x 2.7
	4,840	3 x 3
	1,210	6 x 6

2-3 REFORESTATION AND GROUNDCOVER RESTORATION SUPPLIES

The District will purchase and supply to the Contractor the following materials for reforestation and groundcover restoration activities:

ACTIVITY	QUANTITY	MATERIALS
Longleaf Pine Reforestation	284,224	Longleaf Pine Tubelings
Mixed Hardwoods, Cypress and Silver Bay Reforestation	25,000	Hardwood, Cypress & Silver Bay Tree Tubelings
Wiregrass Groundcover Restoration	254,100	Wiregrass Plugs (Tubelings)
Toothache Grass Groundcover Restoration	118,580	Toothache Grass Plugs (Tubelings)

2-4 REFORESTATION AND GROUNDCOVER RESTORATION SERVICES

One qualified contractor will be selected to provide all of the identified services for the Northwest Florida Water Management District. This contractor will be required to enter into an agreement with the District. This agreement will require that the contractor agree to place highest priority on completing District assignments in a timely fashion.

Prospective contractors must have experience hand planting similar quantities of tubelings/plugs and must provide specific references with valid contact information and evidence of such on the form found in Section 5-2.

Description of Work and Technical Specifications

The attached draft Agreement provides the detailed description of work and technical specifications. **Individual stand maps are available on CD or from the NFWMD website only.** <http://www.nfwmd.state.fl.us/admin/rfps.htm>

INSTRUCTIONS FOR PREPARING BIDS

PART III

3-1 RULES FOR BIDS

A. COMPLIANCE

All bids must comply with applicable Florida Statutes, laws and rules.

B. BID ENVELOPE REQUIREMENTS

One copy of each bid must be submitted in a sealed opaque envelope. The face of the envelope shall state in capital letters:

"SEALED BID ON BID NUMBER 13B-001 TO BE OPENED NOVEMBER 13, 2012, AT 2:30 P.M. EST AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."

C. BID DELIVERY RESPONSIBILITIES

It is the bidder's responsibility to ensure that his/her bid is delivered at the proper time and place of the opening. Bids which for any reason are not so delivered will not be considered. Bids by telegram, telephone or fax will not be accepted. The Northwest Florida Water Management District is located in the Eastern Time Zone, approximately ten (10) miles west of Tallahassee on U.S. Highway 90.

D. DISTRICT FORMS

When included, all bids shall be submitted on forms supplied by the Northwest Florida Water Management District.

E. BID BONDS

Bid bonds or other bid security required in conjunction with this bid shall be in the form of a certified check, cashier's check, money order or bond in the amount and form approved by the District.

F. CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statutes. All bidders shall disclose with their bids the name of any officer, director, board member or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's firm, subsidiaries or branches.

G. TAX EXEMPT

The District is not subject to Florida sales tax or to any federal excise taxes on all sales made directly to the District, and neither shall be included in the bid price. Tax exemption forms will be supplied to the successful bidder upon request.

H. TRANSPORTATION

Any transportation or other charges incurred in the delivery of the product or service as specified must be included in the bid price.

I. COSTS

All costs whether direct or indirect which will be ultimately paid by the District must be included in the bid price. Any indirect, overhead, profit margin or other such costs, however named, which are reflected as a percentage figure must also be identified in a dollar amount and included in the bid price.

J. TIE BIDS

The District shall determine the award of any tie bids on the basis of factors deemed to serve the best interest of the District.

EVALUATION OF BIDS

PART IV

4-1 EVALUATION METHOD AND CRITERIA

The District will evaluate and award the **2013 Hand Planting Services for Reforestation and Groundcover Restoration** contract based upon the lowest lump sum amount bid by a qualified vendor for all services described in the Invitation to Bid.

BID FORMS

PART V

BID FORMS

Bidder Acknowledgement	Page	14
Bid Format	Pages	15-16
Bid Sheet	Page	17-19

5-1 BIDDER ACKNOWLEDGMENT

I, the undersigned, having read Parts I through VI of this Invitation to Bid, BID NUMBER 13B-001 and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

Authorized Signature

Position or Title

Typed Name of Above Signature

Agency or Company

Unsigned bids may be rejected by the Agency Clerk of the Northwest Florida Water Management District.

Brett Cyphers, Agency Clerk
Northwest Florida Water Management District

5-2 BID FORMAT

Business Name and Address:

a) _____

b) Years in Business:_____

c) Years Experience in hand planting trees and groundcover_____

d) List of subcontractors, if any, that may be used to perform reforestation and groundcover restoration services:

<u>Name</u>	<u>Address</u>	<u>Type of Firm</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

e) List of specific and recent reforestation and groundcover restoration projects your company and/or your subcontractors completed within the past 48 months:

REFORESTATION

<u>Date</u> <u>(Month/Year)</u>	<u>Location</u> <u>(County/State)</u>	<u>Number</u> <u>of Acres</u>	<u>For Whom</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

GROUNDCOVER RESTORATION

<u>Date</u> <u>(Month/Year)</u>	<u>Location</u> <u>(County/State)</u>	<u>Number</u> <u>of Acres</u>	<u>For Whom</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

f) List of pertinent references*, including names, addresses and telephone numbers:

<u>Name</u>	<u>Address</u>	<u>Phone Number</u>
_____	_____	() _____
_____	_____	() _____
_____	_____	() _____
_____	_____	() _____

*All references must be verified. It is the responsibility of the bidder to ensure that all submitted references are verified. If the reference does not return the District's phone call within seventy-two (72) hours (exclusive of weekends and state holidays) of the time of the District's phone call, the reference will be deemed unverified. Bids with one or more unverified reference may be disqualified. References that indicate an unsatisfactory performance may result in disqualification of that bid. References must be current or former clients of the bidding firm; the District will not accept sub-contractor/proposed personnel or personal references of a member of the bidding firm as a substitute for bidder references. Past performance with the District will constitute a reference whether listed or not, and will be used by the District to determine the bidder's ability to perform services similar to those described in this Invitation to Bid in a satisfactory manner. Unsatisfactory past performance with the District may result in rejection of that bid.

5-3 BID SHEET

**BID NUMBER 13B-001
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2013 HAND PLANTING SERVICES FOR
REFORESTATION AND GROUNDCOVER RESTORATION**

2013 REFORESTATION PROJECT AREAS

Stand	County	Species - Stocking (Trees/Acre)	Acres	Hand Planting Cost Per Acre	Total Bid (Acres X Planting Cost per Acre)
1	Escambia	Longleaf – 726/ac.	7	X \$ _____ = \$ _____	
2	Escambia	Longleaf – 726/ac.	146	X \$ _____ = \$ _____	
3	Escambia	Longleaf – 726/ac.	5	X \$ _____ = \$ _____	
4	Okaloosa	Longleaf – 726/ac.	23	X \$ _____ = \$ _____	
5	Escambia	Mixed Hardwoods – 436/ac.	27	X \$ _____ = \$ _____	
6	Washington	Longleaf – 302/ac.	105	X \$ _____ = \$ _____	
7	Washington	Longleaf – 302/ac.	28	X \$ _____ = \$ _____	
8	Walton	Longleaf – 726/ac.	34	X \$ _____ = \$ _____	
9	Walton	Longleaf – 726/ac.	8	X \$ _____ = \$ _____	
10	Walton	Longleaf – 726/ac.	12	X \$ _____ = \$ _____	
11	Walton	Longleaf – 726/ac.	16	X \$ _____ = \$ _____	
12	Washington	Longleaf – 726/ac.	60	X \$ _____ = \$ _____	
13	Washington	Longleaf – 726/ac.	21	X \$ _____ = \$ _____	
14	Bay	Longleaf – 726/ac.	4	X \$ _____ = \$ _____	
15	Washington	Cypress & Bay – 436/ac.	30	X \$ _____ = \$ _____	

(A) SUBTOTAL \$ _____

Company Name (Print or Type)

5-3 BID SHEET (continued)

**BID NUMBER 13B-001
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2013 HAND PLANTING SERVICES FOR
REFORESTATION AND GROUNDCOVER RESTORATION**

2013 GROUNDCOVER RESTORATION PROJECT AREAS

Stand	County	Species - Stocking (Plugs/acre)	Acres	Hand Planting Cost Per Acre	Total Bid (Acres X Hand Planting Cost per Acre)
16	Escambia	Wiregrass – W – 6,050/ac.	8	X \$_____ = \$_____	
17	Escambia	Toothache Grass – 6,050/ac.	8	X \$_____ = \$_____	
18	Escambia	Wiregrass – U - 1,210/ac.	11	X \$_____ = \$_____	
19	Washington	Wiregrass – W – 4,840/ac.	28	X \$_____ = \$_____	
20	Washington	Wiregrass – U – 4,840/ac.	12	X \$_____ = \$_____	
21	Washington	Toothache Grass - 1,210/ac.	18	X \$_____ = \$_____	
22	Washington	Toothache Grass – 4,840/ac.	10	X \$_____ = \$_____	

U = Upland
W = Wetland

(B) SUBTOTAL \$_____

GRAND TOTAL [(A) PLUS (B)] \$_____

Grand Total Lump Sum Bid Amount for Reforestation and Groundcover Restoration Services on 621 Acres: \$_____

The Bidder must include with this bid a **5%** bid/security deposit (in the form of a Cashier's Check, Money Order, or Surety Bond) based as follows:

(My Total Bid \$_____) X 0.05 = \$_____

Bid/Security Deposit Amount

Company Name (Print or Type)

5-3 BID SHEET (continued)

**BID NUMBER 13B-001
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2013 HAND PLANTING SERVICES FOR
REFORESTATION AND GROUNDCOVER RESTORATION**

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for the work described herein, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid.

Bidder Signature

Date

Bidder Name (Print or Type)

Company Name

Bidder Title

Address

Area Code Telephone Number

City State Zip

Area Code Fax Number

E-mail address

Federal Employers Identification (FEID#) (Use SS # if no FEID #)

**DRAFT 2013 HAND PLANTING SERVICES FOR
REFORESTATION AND GROUNDCOVER RESTORATION AGREEMENT**

PART VI

6-1 DRAFT 2013 HAND PLANTING SERVICES AGREEMENT

Please see the attached Draft Agreement. This agreement is subject to change subsequent to legal counsel review.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2013 HAND PLANTING SERVICES
FOR REFORESTATION

AND

GROUNDCOVER RESTORATION

AGREEMENT

NWFWMD Agreement No. 13-00X

This Agreement is made this ____ day of _____, 2012 by and between the Northwest Florida Water Management District (hereinafter called the “District”), and **<INSERT CONTRACTOR NAME>** (hereafter called the “Contractor”). The District and the Contractor agree as set forth below:

ARTICLE 1

Contract Documents

The contract documents which make up this Agreement consist of this Agreement document, exhibit maps, Invitation to Bid No. 13B-001, technical specifications, all addenda issued prior to the execution of this Agreement, the bid submitted by the Contractor, and all modifications issued subsequent thereto. These documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.

ARTICLE 2

Description of Work

2013 Hand Planting Services for Reforestation and Groundcover Restoration

Reforestation work will consist of hand planting longleaf pine tubelings on disturbed sites. Groundcover restoration work will consist of hand planting wiregrass and toothache grass plugs.

PROJECT AREAS AND REQUIRED ACTIVITIES

REFORESTATION

STAND	COUNTY	LOCATION			ACRES	SPECIES	SPACING/STOCKING RATE	
		S	T	R			SPACING (FT.)	TREES/ACRE
1	Escambia	2	3N	31W	7	Longleaf	6 x 10	726
2	Escambia	6 & 7	1N	31W	146	Longleaf	6 x 10	726
3	Escambia	2	1S	32W	5	Longleaf	6 x 10	726
4	Okaloosa	13	4N	24W	23	Longleaf	6 x 10	726
5	Escambia	10,11,14,15	1S	32W	27	Mixed Hardwoods	10 x 10	436
6	Washington	31	2N	14W	105	Longleaf	12 x 12	302
7	Washington	6	1N	14W	28	Longleaf	12 x 12	302
8	Walton	2 & 3	1S	18W	34	Longleaf	6 x 10	726
9	Walton	11	2S	18W	8	Longleaf	6 x 10	726
10	Walton	31 36	2N 2N	16W 17W	12	Longleaf	6 x 10	726
11	Walton	34 & 35	2N	17W	16	Longleaf	6 x 10	726
12	Washington	8 & 17	3N	14W	60	Longleaf	6 x 10	726
13	Washington	34	1N	13W	21	Longleaf	6 x 10	726
14	Bay	4	2S	13W	4	Longleaf	6 x 10	726
15	Washington	8 & 17	3N	14W	30	Cypress & Silver Bay	10 x 10	436
SUBTOTAL					526			

GROUNDCOVER RESTORATION

STAND	COUNTY	LOCATION			ACRES	SPECIES	SPACING/STOCKING RATE	
		S	T	R			SPACING (FT.)	PLUGS/ACRE
16	Escambia	11	1S	32W	8	Wet Prairie Wiregrass	2.7 x 2.7	6,050
17	Escambia	11	1S	32W	8	Toothache Grass	2.7 x 2.7	6,050
18	Escambia	10 & 11	1S	32W	11	Upland Wiregrass	6 x 6	1,210
19	Washington	6 31	1N 2N	14W 14W	28	Wet Prairie Wiregrass	3 x 3	4,840
20	Washington	6 & 7	1N	14W	12	Upland Wiregrass	3 x 3	4,840
21	Washington	6	1N	14W	18	Toothache Grass	6 x 6	1,210
22	Washington	6 31	1N 2N	14W 14W	10	Toothache Grass	3 x 3	4,840
SUBTOTAL					95			
GRAND TOTAL (ALL SERVICES)					621			

The boundaries of the 2013 Hand Planting Services for Reforestation and Groundcover Restoration project areas are shown on the maps attached hereto as General Location Exhibit Maps A and B, and Exhibit Maps 1 through 22.

ARTICLE 3**Insurance**

The Contractor shall obtain all coverage as may be required by Florida law, including Workers' Compensation. Further, the Contractor shall be insured for vehicle liability and general liability with limits not less than \$300,000 per person, \$500,000 per occurrence for personal injury, and \$300,000 for property damage coverage. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for ten (10) days' notice to the District of cancellation or any material change in the terms of the insurance policies.

ARTICLE 4

Performance Bond

The Contractor shall provide a performance bond in an amount equal to **\$X,XXX.XX** (five percent of the contract amount), to be held by the District to insure contract compliance and to pay any damages sustained by the District due to the Contractor's negligence or breach of contract. The Bid Bond may be converted to a Performance Bond or the Contractor may provide a separate Performance Bond at the time of execution of the Agreement, in which case the original Bid Bond will be returned. The Performance Bond shall be returned to the contractor within 30 days of successful completion of all terms and conditions of this agreement.

ARTICLE 5

Terms of Agreement

The 2013 Hand Planting Services for Reforestation and Groundcover Restoration project shall begin upon Agreement execution or January 8, 2012, whichever is later, and terminate no later than February 28, 2013. Specific startup and completion dates are listed in the schedule under Article 5, Technical Specifications.

The granting of extensions of time for each specific service shall be in the sole discretion of the District. Any requests for an extension must be made by the Contractor in writing.

ARTICLE 6

Technical Specifications

The 2013 Hand Planting Services for Reforestation and Groundcover Restoration shall meet or exceed the following minimum specifications:

GENERAL

1. Activities for all District project areas will begin on or around **January 8, 2013** and must be completed by **February 28, 2013**. The District will notify the Contractor of the actual allowable starting date based on tubeling/seedling deliveries, site preparation and weather conditions. The District anticipates starting the work on or after January 8, 2013; **the Contractor should be prepared to start work during this timeframe.**
2. No tree tubelings or seedlings or groundcover species, i.e. wiregrass, toothache grass or mixed plugs shall be left unplanted by the Contractor. They are not to be culled or disposed of in any way by the planters. The actual tubeling/seedling and/or plug count will be confirmed by District staff upon receipt from the nursery(s), prior to their delivery to the site. Notwithstanding the above, the Contractor must achieve the stocking rates required by the District for all planting sites.

3. The District will inspect the quality of the planting operation for proper spacing; depth of tubeling, seedling and/or plug; firmness of tubeling, seedling and/or plug (loose tree seedlings, tubelings or plugs come out of the ground when several needles or blades are pulled.); and areas inside the stand that were not planted.
4. Planting spacing will be monitored closely by District staff to ensure compliance with the prescribed spacing. The overall planting area should be approximately 621 acres, although the actual total acres may vary slightly above or below this amount. **Successful completion of this project depends on the proper planting of all delivered planting material, not necessarily on the exact planned acreage number.**
5. The District will inspect the planting area for improperly disposed tubelings, seedlings and/or plugs during the planting operation. The following are examples, but not all inclusive:
 - Tubelings, seedlings and/or plugs dropped during the planting operation;
 - tubelings, seedlings and/or plugs dropped, or left at the loading sites;
 - boxes containing tubelings, plug and/or seedlings bundles left at the loading sites or other locations;
 - tubelings, seedlings and/or plugs tossed outside the edge of the stand, or within the stand;
 - tubelings, seedlings and/or plugs buried within the stand, along the firebreak, or outside the stand.
6. If the District finds that the contractor has violated **items 2 and/or 5** consistently, the project manager has the authority to terminate the contract.
7. The planting crew shall have an experienced foreman, fluent in English, who will monitor planting density, ensure tubelings, seedlings and plugs are correctly planted and make every effort to protect tree tubelings and seedlings and groundcover species plugs from sun, wind and adverse temperature. **The foreman will not plant,** except to instruct the planters in the proper planting technique.
8. Seedling bundles and tubeling/plug boxes will be covered with new reflective tarps and placed in shade. **The contractor shall supply these tarps.**
9. The project manager has the authority to have any areas replanted at the contractors expense, specifically areas that the District determines is not planted properly, or the tree tubelings and/or seedlings and/or wiregrass plugs were mishandled by persons working for the contractor.

REFORESTATION

Reforestation planting of all tree tubelings and seedlings will be conducted using the following planting techniques and according to the proposed planting schedule:

1. Longleaf pine tubeling reforestation work will consist of hand planting with a tubeling dibble or with an approved planting tool at a rate of 302 trees per acre (12 x 12 feet spacing) for Stands 6 and 7; and at a rate of 726 trees per acre (6 x 10 feet spacing) for Stands 1 through 4 and Stands 8 through 14.
2. Mixed hardwoods, cypress and silver bay reforestation work will consist of hand planting with a tubeling dibble or with an approved planting tool at a rate of 436 trees per acre (10 x 10 feet spacing) for Stands 5 and 15.
3. All seedlings/tubelings will be planted so the root collar is at the level of the soil surface.
4. The contractor must have experience in hand planting tubelings and bare root seedlings.

GROUNDCOVER RESTORATION

Groundcover restoration utilizing wiregrass and toothache grass species will be conducted using the following planting technique:

1. Wiregrass and toothache grass plugs will be hand-planted with a tubeling dibble or approved planting tool at a rate of 6,050 plugs per acre (2.7 x 2.7 feet spacing) for Stands 16 and 17; at a rate of 4,840 plugs per acre (3 x 3 feet spacing) for Stands 19, 20, and 22; and at a rate of 1,210 plugs per acre (6 x 6 feet spacing) for Stands 18 and 21.
2. All seedlings/tubelings will be planted so the root collar is at the level of the soil surface.
3. The contractor must have experience in hand planting tubelings and bare root seedlings.

SCHEDULE

The 2013 Hand Planting Services for Reforestation and Groundcover Restoration project will begin on or after January 8, 2013 and the Contractor will complete the reforestation and groundcover restoration work based on the species, acreage and spacing/stocking requirements listed under PART II "Scope of Services" in the "Invitation to Bid" package and according to the following planting schedule:

1. Reforestation planting activities for District project areas will begin on or after the starting date specified below:

COUNTY	ACRES	STARTING DATE	COMPLETION DATE	# OF WORKING DAYS *
Bay Escambia Okaloosa Walton Washington	526	1/8/13	02/28/13	52

**Includes all weekends and holidays.*

2. Groundcover restoration planting activities for District property areas will begin on or after the starting date specified below:

COUNTY	ACRES	STARTING DATE	COMPLETION DATE	# OF WORKING DAYS *
Escambia Washington	95	1/8/13	02/28/13	52

**Includes all weekends and holidays.*

TUBELING AND PLUG STORAGE AND TRANSPORT

The District anticipates leasing refrigerated trailers for tubeling and plug storage purposes. The refrigerated trailer will be located at or within one to five miles of any planting location. The District will require the Contractor to transport tree tubelings and groundcover grass plugs from the refrigerated trailer to planting sites.

ARTICLE 7

Subcontracts

The Contractor shall not subcontract, assign or transfer any work under this Agreement without the written consent of the District. Any subcontractors that may be employed by the Contractor and approved by the District to perform 2013 Hand Planting Services for Reforestation and Groundcover Restoration assignments must also adhere to all provisions of this Agreement.

ARTICLE 8

Termination of Agreement

- A. The District or its designated representatives will decide all questions, difficulties and disputes of whatever nature that may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto.
- B. If the Contractor shall fail to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the District shall have the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the effective date thereof. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of the contract, and the District may deduct the amount of damages due to such breach from the Bid or Surety Bond, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.

ARTICLE 9

Indemnification

The Contractor hereby agrees to indemnify, defend, save and hold the District harmless from all claims, demands, liabilities and suits of any nature whatsoever arising out of, because of or due to any negligent act or occurrence of omission or commission by the Contract, its agents or employees.

ARTICLE 10

Payments

Payments for the 2013 Hand Planting Services for Reforestation and Groundcover Restoration project areas will be based upon the amount bid. The Contractor will collect the amount bid for each specific location per specific service upon completion of the specific location assignment.

The Contractor will be paid within thirty (30) working days upon successful completion of each specific 2013 Hand Planting Services for Reforestation and Groundcover Restoration assignment. The maximum compensation for this Agreement for the following categories shall not exceed the amounts listed below:

Reforestation -	All Project Areas - <u>\$XX,XXX</u>
Groundcover Restoration -	All Project Areas - <u>\$XX,XXX</u>

The maximum compensation for all categories listed above shall not exceed **\$XX,XXX**.

Payments for 2013 Hand Planting Services for Reforestation and Groundcover Restoration will be subject to “pay plots” or minimum stocking rate verification plots.

Payments for each specific 2013 Hand Planting Services for Reforestation and Groundcover Restoration project area that does not meet minimum stocking rates will be withheld until the Contractor brings each specific reforestation, reinforcement and groundcover restoration project area into compliance.

Payments for 2013 Hand Planting Services for Reforestation and Groundcover Restoration will be subject to inspection and approval by the District’s on-site supervisor (usually an Associate or Assistant Lands Manager) or by the District’s Chief, Bureau of Land Management Operations who will be the project manager. One or all of these District representatives will determine, in their sole discretion, whether or not the Contractor has successfully completed all phases of the 2013 Hand Planting Services for Reforestation and Groundcover Restoration assignment, and payment will not be made to the Contractor until the District receives written authorization to do so by one or all of these District representatives.

Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Payment will be made within 30 days of receipt of invoice and acceptance and approval by the District project manager.

The District may cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other materials subject to the provision of Chapter 110, F.S., and made or received by the Contractor in conjunction with the Agreement.

ARTICLE 11

Penalties

If the Contractor fails to provide the 2013 Hand Planting Services for Reforestation and Groundcover Restoration at the locations and on the dates specified in the Agreement, the District shall have the right to seize the entire performance bond or a portion thereof based upon the amount bid for a specific location for the agreed-upon reforestation and groundcover restoration services to be performed by the Contractor. Forfeiture of the entire performance bond or a portion thereof may be waived by the District, in its sole discretion, for acts of God or for other appropriate reasons submitted by the contractor.

ARTICLE 12

Amendments

This Agreement and the documents referenced herein embody the entire agreement of the parties. This Agreement shall supersede all previous communications, representations or

agreements, either oral or written, between the parties hereto. Amendments to this Agreement must be made in writing and executed by both parties.

ARTICLE 13

Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 14

Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

<Insert Contractor Name>

**Northwest Florida Water
Management District**

By: _____

By: _____

Jonathan P. Steverson
Executive Director

Print Name: _____

Print Title: _____

Northwest Florida Water Management District
Accounting Section
81 Water Management Drive
Havana, FL 32333
Phone (850)539-5999 Fax (850)539-2777

VENDOR REGISTRATION FORM

Vendor Information (Please type or print clearly)

Date: _____ FEID or SS Number _____

E-mail Address (if applicable): _____

Vendor Name: _____

Mailing Address: _____

(It is the vendor's responsibility to promptly notify the District of any change of address.)

City: _____ State: _____ Zip: _____

Remittance
Address: _____
(If different from mailing address)

Contact Person: _____ Title _____

Phone: _____ Fax Number: _____ Toll-Free Number: _____

Check **one** that best describes your company:

Non-Minority
Business Classification

A ___ Non-Minority
B ___ Small Business-State*
C ___ Small Business-Federal
E ___ Governmental Agency
G ___ P.R.I.D.E.

Certified Minority
Business Enterprise

H ___ African American
I ___ Hispanic
J ___ Asian/Hawaiian
K ___ Native American
M ___ American Woman

Non-Certified
Minority Business
Enterprise

N ___ African American
O ___ Hispanic
P ___ Asian/Hawaiian
Q ___ Native American
R ___ American Woman

Non-Profit Organization

S ___ 51% or more Minority Board of Directors
T ___ 51% or more Minority Officers
U ___ 51% or more Minority community Served
V ___ Other Non-Profit

*Defined as 100 employees or less and \$3 million or less net worth and domiciled in Florida.

To apply for Florida Minority Business Certification, call (850) 487-0915 to request an application.

This form should be signed below by an officer of the company:

Signature

Date

Name and Title (Printed or Typed)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
				-				-		

Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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