



**The City and County of Broomfield**

One Descombes Drive

Broomfield, Colorado

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RFP#13-016  
Request for Proposal  
**Long Range Financial Plan**

Finance Department –Budget

Issued Through  
Joyce Alberts, Budget Manager  
By  
Rosemary Novotny, Purchasing Department

March 1, 2013

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# RFP#13-016

## Request for Proposal

### Long Range Financial Plan

The purpose of this solicitation is to secure an agreement for Long Range Financial Plan that meets or exceeds the City and County of Broomfield's Mission Statement and Guiding Values as stated below. There are specified requirements for the continuation of timely and presentable billings for the Broomfield residents. Those specifications are found in Section Five, Scope of Work, of this document. To further expand on the Green Broomfield Initiative, the City encourages innovation in all phases of the proposals. We value vision, diversity and progressive thinking. We encourage new ideas and suggestions.

#### Mission Statement

Working in partnership with the community,  
the City and County of Broomfield  
provides excellent services, in an efficient, respectful and courteous  
manner  
to enhance and protect the environment and quality  
of life of Broomfield citizens.

#### Guiding Values

- We are here to serve our citizens as advocates and problem solvers.
- We always treat our citizens and employees with dignity, respect, and equity.
- We are fiscally responsible.
- We are here to help Broomfield be a safe and enjoyable community filled with opportunity for citizens and employees.
- We care and we show it through our positive manner.
- We respond quickly and we follow-up.
- We value vision, diversity and progressive thinking.
- We encourage new ideas and suggestions.
- We maximize opportunities to advance the interests of the community as a whole.

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Please find enclosed a Request for Proposal (RFP) to provide the City and County of Broomfield (“hereinafter known as Broomfield”) for Long Range Financial Plan. Unless otherwise noted, respondents (hereinafter known as “submitting parties”) must provide a submittal on all of the requirements stated in this solicitation. Submitting parties must be able to commit the resources necessary to provide the services in a timely manner as defined in the scope of services. To be considered valid in the selection process, all submittals must follow the critical dates shown below.

**Critical Dates:**

- March 7, 2013**      **NON-MANDATORY Pre-Submittal Conference-** A non-mandatory Pre-Submittal Conference is planned for **Thursday, March 7, 2013 @ 10:00 a.m.** Mountain Standard Time. All Consultants are requested to meet at George DiCiero City and County Building, One DesCombes Drive, Bal Swan Conference Room, Broomfield, CO 80020. This will be the only time to meet with staff to discuss the requirements.
- March 12, 2013**      **Questions Regarding the Request for Proposal -** Questions regarding this solicitation must be submitted, in writing, email or via facsimile, to Rosemary Novotny by 5:00 p.m. on **March 12, 2013**. All written requests will be received via US Mail: City and County of Broomfield, Rosemary Novotny, Purchasing Department, One DesCombes Drive, Broomfield, CO 80020, via Fax; Attention: Rosemary Novotny, 303-464-5105, or via email: [Rnovotny@broomfield.org](mailto:Rnovotny@broomfield.org). The submitting party understands and agrees that it has a duty to inquire about and clarify any questions regarding the request proposal that the submitting party does not fully understand or believes may be interpreted in more than one way. All submitting party’s questions/clarifications will be issued in the form of Addenda by the end of the day on **March 13, 2013**.
- March 19, 2013**      **Proposal Due Date -** Proposals must be sent on or before **March 19, 2013 @ 10:00 a.m. (our clock)**. Submittals received after this time will not be considered and individual extensions to the due date will not be granted. This will be followed by a Public Disclosure of Submittals received will be emailed to all submitting parties.
- March 26, 2013**      **Interviews –** Notification will be sent to two or more consultant firms for interviews. On March 26, 2013 interview formats will be e-mailed.
- April 16, 2013**      **Interviews –** in-person interviews.
- April 23, 2013**      **City Council Meeting – Award**
- May 1, 2013**      **Start-up**
- September 30, 2013**      **Completed Report Due**
- October, 2013**      **Complete report presented to City Council**

**Section One. GENERAL TERMS AND CONDITIONS**

Broomfield reserves the right to reject any or all proposals or portions thereof. Broomfield makes no guarantee of any minimum or maximum amount of products/services to be procured; and, reserves the right to award any agreement based upon the source selection criteria identified below, rather than the lowest Proposal. Broomfield reserves the right to make no award under this solicitation, and the right to cancel this request or any portion thereof.

**ISSUANCE OF THIS REQUEST FOR PROPOSAL BY THE CITY AND COUNTY OF BROOMFIELD DOES NOT CONSTITUTE A COMMITMENT BY THE CITY AND COUNTY OF BROOMFIELD TO AWARD A CONTRACT.**

All material submitted in response to this RFP will become the property of Broomfield and may be returned only at the option of Broomfield and at the expense of the consultant. In any case, the Master Copy shall be retained by Broomfield. Successful and unsuccessful consultants will be notified by letter. Broomfield will not be obligated to detail any of the results of the evaluation.

To ensure an ethical evaluation process, all inquiries or other communications regarding this proposal shall be exclusively directed to the Broomfield Authorized Purchasing representative.

Pursuant to the Colorado Public (Open) Records Act, §24-72-101 et seq, C.R.S., any proposals submitted in response to this RFP may be public records. If the consultant believes that any information submitted in response to this Request for Proposal is confidential trade secret, privileged information, or confidential commercial, financial, geological data, or is protected from disclosure for any other reason, the consultant should clearly indicate in writing, which information so provided is protected from disclosure and the reason for that protection.

All costs, terms, and conditions contained in a proposal shall remain fixed and valid for one year from the date of the submittal.

The costs of developing and submitting a proposal are entirely the responsibility of the consultant and no cost shall be reimbursed by Broomfield.

Broomfield reserves the right to reject any or all proposals or portions thereof received in response to this request for proposal and to waive minor irregularities and informalities in proposals received or to cancel this RFP, if it is in the best interest of Broomfield to do so.

If a proposal is awarded for the goods and/or services requested hereunder, the successful consultant should be prepared to negotiate an agreement with the City and County of Broomfield, which will at a minimum contain the contents of the successful consultant's proposal and the terms and provisions of the sample Agreement attached in Section 9.

#### **Broomfield's Authorized Purchasing Representative**

The City and County of Broomfield  
One DesCombes Drive  
Ms. Joyce Newberry, Purchasing Manager  
Broomfield, Colorado 80020  
Fax: 303-464-5105  
Email: [jnewberry@broomfield.org](mailto:jnewberry@broomfield.org)

Any inconsistencies noted by the consultant upon review of this RFP, shall be brought to Broomfield's attention by the consultant. The Purchasing representative listed above shall be solely responsible for resolving such inconsistencies.

#### **Section Two. SUBMISSION REQUIREMENTS**

- Four (4) identical hard copies PLUS ONE (1) original **must** be submitted.
- Original **must** be clearly marked, "Master Copy," both on the *sealed* envelope, box, or container and on the proposal document itself.
- The *sealed* envelope, box, or container **must** be clearly marked with the RFP number and the consultant's name and address.
- Proposal packages **must** be marked "To Be Opened Only By An Authorized Representative of The City and County of Broomfield- Sealed Proposal- **Long Range Financial Plan**" and mailed or delivered to:

**The City and County of Broomfield  
Central Records Department, First Floor  
Attention: Rosemary Novotny, Purchasing Department  
One DesCombes Drive  
Broomfield, Colorado 80020**

If discrepancies between one or more copies are found, the proposal may be rejected at Broomfield's discretion. If the proposal is not rejected, the Master Copy will provide the basis for resolving any discrepancies. Proposals may be modified after submission by withdrawal and resubmission prior to the due date stated in the cover letter, but only upon written notice of consultant. Modifications offered in any other manner will not be considered.

By submitting a proposal, the consultant agrees that any costs incurred by the consultant in responding to this RFP, or in support of activities associated with this proposal, are to be borne by the consultant and may not be billed to Broomfield. *Lack of a response to a specific point will be interpreted that consultant's proposed Services does not comply with Broomfield requirements.*

**FORMAT OF PROPOSAL**

**Consultants are instructed to organize their proposals as follows:**

- **Submittal Letter** - Brief overview of firm.
- **Tab 1- Statement of Understanding and Approach to Long Range Financial Plan**
- **Tab 2- Demonstrated Contract Support**

**CONTRACT SUPPORT:** The Consultant must demonstrate its capability to provide such contract support to other customers to be eligible for this award. Reference Section Four.

- **Tab 3- Staff Support and Experience**  
Background/resumes of key personnel to be assigned to the LRFP project, their role, and how their previous experience relates.
- **Tab 4 – Total Cost and Fee Schedules**  
Provide proposed total, fixed not-to-exceed fee for the consulting services, including reimbursable costs. The final fee will be subject to final negotiations with the selected consultant subject to CCOB travel policies.

Provide a spreadsheet of cost breakdown listing tasks, man hours and proposed fees by task and for the entire scope of the work.

Hourly rate schedule of all personnel who will work on the project

- **Tab 5 – Administrative**  
Acord of insurance – provide firm's current coverage; if separate broker, please provide Workman's Comp

Completed Consultants Authority Statement

Acknowledgement of all addendums

Completed W-9

No information should be submitted that is not intended to be incorporated into the proposal and any agreement, which may result from such proposal.

Consultant must acknowledge acceptance below regarding Agreement(s) furnished in Section Nine of this proposal, regardless of any other Agreements currently in place between Broomfield and Consultant. In order to treat all Consultants in a fair and equitable manner, standard Agreements are used with all Consultants. Any requested changes or deviations may eliminate a consultant from further consideration.

**Section Three. METHOD OF AWARD**

**METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN RESPONSE.** It is the intent of the City to award this Contract to the Consultant who receives the highest score when the responses submitted by interested Consultants are reviewed by the City's Response Evaluation Committee. The Committee will score written responses by reviewing documentation submitted by the Consultants. Evaluation will be based on the following criteria:

	<u><b>Weighting Factor</b></u>
<b>Experience with Long Range Financial Plan</b> Experience with government reporting, nature of work as it related to LRFP project.	<b>20 - 25 %</b>
<b>Cost Estimate</b> Consider the number of man hours for the project, the projected travel costs and other costs, not directly related to the quoted hourly rates, total cost not-to-exceed.	<b>10 – 15 %</b>
<b>Subject Matter Expertise</b> Experience with Revenue forecasting; expenditure allocation; Economic projects; demographics related to sources and use of funds.	<b>15 – 20 %</b>
<b>Understanding/Approach to Project</b> Recommended project lead, staff required resources, on-site presence, outline of type of work to be conducted onsite, communication plan.	<b>20 – 25 %</b>
<b>References</b> Includes complete information provided	<b>5 – 10 %</b>
<b>Availability of Resources</b> Current firm contracted commitments and their Demonstrated ability to LRFP project timeframe	<b>15 – 20 %</b>

**Section Four. REFERENCES**

The contractor must **supply 2-3 references** where they have demonstrated its capability to provide similar contract support to other customers, government agencies preferred (to include municipalities and special districts). *Do not use the City and County of Broomfield, its staff and/or elected officials as references; to do so, may deem your submittal as non-responsive and eliminated from further consideration.*

**Each reference must contain the following information:**

Name of government agency or firm

- Address
- Phone Number

Primary point of contact

- Phone Number
- Email address

Project Scope of Work

- Description of services rendered
- Time to complete

Notes of Interest (optional)

- Reference appropriateness to City Scope of Work

Contractual Commitments: Brief summary of your firm's current contractual commitments so availability may be determined.

## **Section Five. BACKGROUND, SCOPE OF WORK AND SPECIFICATIONS**

### **Background**

Broomfield was incorporated as a city on June 6, 1961, and became a home rule city under the Constitution of Colorado on adoption of its Charter on November 5, 1974. At that time Broomfield was located in the counties of Adams, Boulder and Jefferson. Broomfield annexed into Weld County in 1990. For a number of years, citizens and elected officials expressed interest in forming a consolidated City and County. In November, 1996, citizens voted to place a question on a statewide ballot to authorize creation of the City and County of Broomfield. In May 1998, the Colorado General Assembly adopted a Resolution which placed the question on the ballot for the November 3, 1998 statewide election, and over 61% of Colorado voters voted in favor of the creation of the City and County of Broomfield. The creation of the City and County of Broomfield is a significant event in both Colorado history and in the history of Broomfield. The three years from 1999 to 2001 were a transition period. On November 15, 2001 all areas within the City of Broomfield were detached from the counties of Adams, Boulder, Jefferson and Weld and became the City and County of Broomfield.

Broomfield, Colorado has a population estimated at 58,100 and is located on U.S. Highway 36/Boulder Turnpike between Denver and Boulder, making it part of the Denver metropolitan area. Although Broomfield existed as a small rural community in the mid 1800's, its emergence as a significant regional governmental entity began in the 1950's when construction of Broomfield was begun as one of the state's first master planned communities. Broomfield has maintained a unique community atmosphere through careful planning and provides a full range of local government services to its residents, including utility services for Water, Wastewater and Water Reclamation systems.

Broomfield's first Master Plan to guide expansion and development was adopted in 1964. Since that time, as a result of expansion and with an eye to the future, Broomfield has continually updated the Master Plan (now referred to as the Comprehensive Plan). Broomfield's economy is diversified with employment in manufacturing, services, retail and wholesale trade, government and construction. In the last fifteen years, Broomfield has experienced an increase in high-tech and retail jobs through the attraction of many high-tech firms and the completion of 2,200,000 square feet of retail construction in the vicinity of the Flatiron Crossing regional mall. The majority of the employment in Broomfield is concentrated in the southwest portion of the city, in and around the Interlocken Advanced Technology Center.

The following information outlines the various guiding principles and documents that are important to planning in Broomfield.

### **City and County of Broomfield's Mission**

"Working in partnership with the community, the City and County of Broomfield provides excellent services in an efficient, respectful and courteous manner to enhance and protect the environment and quality of life of Broomfield citizens."

### **Strategic Plan**

Broomfield's Strategic Plan, adopted May 26, 1998, is part of a trio of elements providing guidance to Broomfield, along with the Vision Statement and the Comprehensive Plan. All three elements are community based and were created by Broomfield citizens through a lengthy public process. The Strategic Plan embodies the desires of the community and provides the steps necessary to pursue the vision of the Broomfield community. This strategic plan provides a long-term, strategic framework for the accomplishment of the City & County's Mission Statement and provides an adaptable, "living" document that can be utilized during changing economic environments and conditions.

### **Vision Statement (as included in the 2005 Comprehensive Plan)**

"Broomfield: a City and County of diverse neighborhoods that inspire identity and unity; where its culture of excellence, leadership, self-determination, and innovation is nurtured and practiced; and where its businesses thrive and its citizens of all ages are proud to live."

### **Comprehensive/Master Plan**

The current Comprehensive Plan was adopted on October 25, 2005. This Plan provides guidance regarding the goals and commitments aimed at ensuring a sustainable future for Broomfield. The Plan's policies and action steps are tools with which Broomfield controls its future. This Plan is also used by the Mayor, City Council and City and

County of Broomfield departments to guide their decisions, actions and relationships with other cities, counties and state agencies.

The Plan was developed with the general purpose of guiding and accomplishing a coordinated, adjusted, and harmonious development of the city and its environs which is in accordance with present and future needs. It promotes health, safety, morals, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. This guidance includes, among other things, adequate provision for traffic, the promotion of safety from fire, flood waters, and other dangers, adequate provision for light and air, the promotion of health and convenient distribution of population, the promotion of good civic design and arrangement. Further, it promotes the wise and efficient expenditure of public funds, the promotion of energy conservation, and the adequate provision of public utilities and other public requirements.

The Broomfield 2005 Comprehensive Plan is a 20-year (2005 – 2025) policy document designed to meet state regulatory requirements and to articulate a vision of the city. The Plan is intended to be a dynamic document - the policies of which are applied on a consistent basis. In order for the Plan to remain valid and effective, it is reviewed and amended, as needed, to remain current with changing conditions occurring both within and outside the community. Broomfield's local economy is dependent upon not only regional, but also national and global economic conditions. The assumptions and conditions used to shape the decisions made within this Plan are evaluated periodically. These evaluations examine the relevancy of the Plan's goals and policies in light of current fiscal, market and demographic conditions; the status of the Plan's implementation; and changes in the community's values.

### **Long Range Financial Plan**

In 2004, the first version of the Long-Range Financial Plan (Financial Plan) for the City and County of Broomfield was developed. The primary purpose of the Financial Plan is to provide a method to assist in achieving the goal of economic sustainability for Broomfield. Subjects identified by the Council in discussing this plan included: growth, finance, the local economy, and debt retirement. The Financial Plan contains information and assumptions regarding Broomfield's financial health and serves as a valuable tool in preparing for build-out of the City and County.

In 2009, City and County Staff completed a comprehensive update of the Financial Plan. Council requested that the 2009 update address several key objectives:

1. Review, validate, and update the data and methods used in the 2004 Broomfield Long Range Financial Plan;
2. Provide findings and recommendations based on analysis of data on Broomfield's financial condition for 2004 through 2008;
3. Provide future estimates related to Broomfield's financial outlook;
4. Ensure that future estimates are based on an appropriate sensitivity analysis that takes into account best case, worst case, and most likely assumptions related to future projections.

In addressing these objectives, the update worked to continue the sound management principles that Broomfield employed in developing the original Financial Plan. Specifically, the update allows the City & County to examine its actual fiscal condition for the past several years, compare that condition to earlier projections, and fine tune the financial plan as appropriate.

### **2013 FINANCIAL PLAN UPDATE (THE PROJECT)**

The Financial Plan document is designed to be a living, dynamic tool to provide City and County of Broomfield clear leadership direction. It is intended to foster creativity and ingenuity throughout all levels of organization by providing clarity to the overall direction of the City and County of Broomfield and the various factors that influence, inhibit, and enhance that direction.

The Financial Plan links land use planning, demographic modeling and financial planning. This linkage is achieved by coordinating financial planning with the 2005 Comprehensive Plan's land use categories. The purpose for this integration is to understand the potential financial implications of these factors and plan accordingly to ensure that Broomfield remains a financially sustainable community that can afford to maintain existing levels of service at build-out.



Residential land use has a mixed net impact on Broomfield's financial outlook. That is, residential areas cost more to provide services to than Broomfield receives in taxes and revenues generated by those areas. Yet the residential land use is an important component for growth in the retail and commercial land uses that have positive net impacts on Broomfield's financial outlook. Retail and commercial areas generate more in taxes and revenues than it costs Broomfield to provide services to those areas. It is the combination of these net impacts that determines Broomfield's overall financial outlook.

Although Broomfield has achieved good financial health, continued positive economic and revenue results are not guaranteed. Several factors can affect the continuation of positive results, including:

- Deviations from projected land uses detailed in the 2005 Comprehensive Plan
- Aging infrastructure
- Short-term and long-term economic conditions
- Broomfield's population characteristics
- Changes in tax and revenue policy
- Increases in service levels and demands

In order to continue to monitor Broomfield's financial health, the Financial Plan contains a Financial Model that can be used to evaluate the financial impacts of land use decisions.

### **Approach**

This financial model is intended to enable Council and staff to step back from the short-term incremental process of the annual budget to study the current and long-term financial impacts of land use development and related strategies. The updated Long Range Financial Plan will also assist in developing and communicating strategic revenue and expense goals beyond the one-year budget cycle, and even the five-year forecast planning cycle.

In undertaking this update, the City Manager asked that the finance department to outline the critical issues which affect this work. As with the original 2004 Long Range Financial Plan and the 2009 Update, this report will be based on a financial model that has several fundamental characteristics. Key City and County assumptions for the analysis include:

1. The Financial Plan is linked to the 2005 Broomfield Comprehensive Plan and the accompanying planning documents that define land use plans and desired outcomes.
2. Fiscal year 2012 results, as provided by Broomfield staff, will form the baseline for the 2013 update to the Long Range Financial Plan
3. The model focuses on current revenue sources and functional expenditures categories and does not include any changes in tax rates or tax policy.
4. This analysis also assumes that financial practices and limitations contained in the State constitution, State laws, and City Charter and Municipal Code provisions remain unchanged.
5. The model used for the Financial Plan measures the financial health for a given fund or set of funds using a simple ratio of revenues to expenditures.

$$\frac{\text{Revenues}}{\text{Expenditures}} = \text{Ratio}$$

6. The model takes into account the differential impact of various land uses, including single family, multi-family, commercial, local retail and regional retail.
7. The analysis is focused on both general government revenues and expenditures and utility funds.

### **Economic Goals Addressed in the Long Range Financial Plan**

1. Provide a sufficient and adequate property tax and sales tax base to finance quality city services.
2. Provide a balanced variety of jobs and employment opportunities including a quality high tech, light industrial, and office business base.
3. Create a variety of entertainment opportunities.

### **Land Use Vision**

Create an appropriate and sustainable land use pattern anchored by great neighborhoods and vibrant community activity centers that are linked to create an economic and environmentally sustainable community.

### **SCOPE OF WORK**

Due to the magnitude and complexity of this project, The City and County of Broomfield is seeking an external consultant to assist staff in preparing the 2013 Long Range Financial Plan Update. Areas of work for the consultant will include the following items:

1. Review of revenue projections, assumptions, and allocation method contained within the plan.
2. Analysis of the impact of retail competition from surrounding areas.
3. Evaluation of the property tax and assessed valuation projections contained within the plan.
4. Review of expense projections, assumptions, and allocation method contained within the plan.
5. Development of long term staffing models to show increases in personnel costs by department.
6. Review of land uses and evaluation of the impact of single family vs. multi-family developments for revenues generated and costs of services provided.
7. Analysis of current and projected demographics and the effect of these on both revenue and service levels.
8. Development of “what if” contingency scenarios for changes in retail sales and/or changes in land use and the effect those changes may have on future financial status.
9. Evaluation of re-development issues Broomfield may face at build-out, and associated financial impacts.
10. All analysis and evaluation for each segment will be consistent with existing planning documents such as the 2004 Long Range Financial Plan, 2009 Long Range Financial Plan Update, 2005 Comprehensive Plan, Broomfield’s 20- Year CIP Plan and Facility Replacement Plan.
11. Provide documentation of a third-party validation of the integrity of spreadsheets used in preparation of the update/models (review linkages between spreadsheets, check for errors in formulas, etc.)
12. Working with Broomfield staff, preparation of the final report for the 2013 update to the Long Range Financial Plan.

### **Project Schedule**

Proposals will be evaluated and a contract developed for Council consideration in April, 2013. The study is estimated to take 4-6 months to complete with an estimated completion no later than September 30, 2013. Report will be presented to City Council by October 22, 2013.

### **Consultant Responsibility**

- 1.) The consultant shall be responsible for all work required providing the deliverables listed above.
- 2.) The consultant shall be responsible for collecting all necessary documentation and information for the study.
- 3.) The consultant shall be responsible for conducting staff interviews necessary for completing the study.
- 4.) The consultant shall be responsible for all travel and other expenses associated with work performed at Broomfield.
- 5.) Invoices shall be attached to a monthly status report.

**Section Six. CONSULTANT'S AUTHORITY STATEMENT**

The consultant represents and certifies as part of the Proposal that he/she is authorized to act as an agent for the corporation responsible for this Proposal.

The costs stated in this proposal were arrived at independently, without consultation, communication or agreement with any other consultant, or with any competitor, for the purpose of restricting competition.

Conflict of Interest. The Contractor shall refrain from providing services to other persons, firms or entities that would create of conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of C.R.S. § 24-18-109.

It shall be unlawful for any city employee who is participating directly or indirectly in the procurement process to become or to be, while such a city employee or employee spouse or employee dependent, the employee of any person contracting with the city. (Ord. 780 §1, 1988)

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*Company Name*

---

*Type or Print Name of Approving Authority*

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*Signature of Approving Authority*

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*Title*

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*Date*

**DECLARATIONS:**

Does this offer comply with all the Terms and Conditions? \_\_\_\_\_

Does this offer meet or exceed all specifications? \_\_\_\_\_

Have you reviewed the attached Service Agreement? \_\_\_\_\_

Do you accept all clauses in this agreement? \_\_\_\_\_

**Any declaration with a "No" answer must be addressed in the Submittal Letter.**

## **Section Seven. Consultant Application and Retention on Bids List**

**All Consultants are required to have a current consultant application on file** with the City's Purchasing Division prior to issuance of any Purchase Order or Notice of Award. It is the Consultant's responsibility to update its application with new addresses, telephone numbers, contact persons, and a listing of commodities and services provided by the Consultant.

1. Consultants must register themselves online by visiting <http://www.RockyMountainBidSystem.com>. The City (along with the other participating agencies shown on the Rocky Mountain System), posts bids, amendments and award information on this website. If you need assistance when registering, or do not have Internet access, please contact IPT by BidNet® at 1-800-835-4603. BidNet provides all technical and customer support for the RMEPS and will be happy to assist you.
2. Once you are registered in the Rocky Mountain database you are automatically placed on the Broomfield's bid list. You will continue to receive Solicitation notifications for the commodities your firm has specified.
3. Consultants may view and print all formal bids and amendments online.
4. For those consultants that opt to register for the automatic e-mail notification service, the City (along with all other participating agencies on the Rocky Mountain System), will also notify your company of new solicitation opportunities.

***IT IS THE CITY'S INTENT TO ISSUE ALL ADDENDA THROUGH THIS SITE:  
Therefore it is imperative you register BEFORE your Bid is submitted***

\*\*\*\*\*Remainder of Page Left Intentionally Blank\*\*\*

## Section 8. Sample Agreement for Services

### AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND XXXXXXXXXXXXXXX XXX, INC. FOR YYYYYYYYYYY

- 1.0 **PARTIES.** The parties to this Agreement are the City and County of Broomfield, a Colorado municipal corporation and county, (the “City”) and XXXXXXXXXXXXXXXXXX XXX, Inc., a Colorado corporation, (the “Contractor”), collectively, the “Parties,” or individually, a “Party.”
- 2.0 **RECITALS.** The Recitals to this Agreement are incorporated herein by this reference as though fully set forth in the body of this Agreement.
  - 2.1
  - 2.2
  - 2.3
- 3.0 **TERMS AND CONDITIONS.** In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:
  - 3.1
  - 3.2
  - 3.3 **ILLEGAL ALIEN:** If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or the Colorado Department of Labor (“the Department”) program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.
    - 3.3.1 Contractor/Consultant shall not:
      - 3.3.1.1 Knowingly employ or contract with an illegal alien to perform work under this Contract; or
      - 3.3.1.2 Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
    - 3.3.2 Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or the Department program.
    - 3.3.3 Contractor/Consultant shall not use the E-Verify Program or the Department program to undertake pre-employment screening of job applicants while this Contract is in effect.
    - 3.3.4 If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
      - 3.3.4.1 Notify the subcontractor and the City within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
      - 3.3.4.2 Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph,

the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

3.3.5 Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

3.3.6 If Contractor/Consultant violates this provision of this Contract, the City may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the City as required by law.

3.3.7 The City will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the City terminates the Contract for such breach.

3.5 The Contractor will provide all services hereunder in accordance with all applicable law.

4.0 ASSIGNMENT. This Agreement shall not be assigned by the other Party without the prior written consent of the City.

5.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing, to the other Party or Parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

6.0 EXHIBITS. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

7.0 DELAYS. Any delays in or failure of performance by any Party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such Party.

8.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

9.0 ADDITIONAL DOCUMENTS OR ACTION. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

10.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

11.0 DEFAULT. Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered, or performed by either Party, then this Agreement, at the option of the Party who is not in default, may be terminated by the non-defaulting Party, in which case, the non-defaulting Party may recover such damages as may be proper. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, the non-defaulting Party shall have the right to an action for damages [or for specific performance or for both damages and specific performance].

12.0 WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

13.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

14.0 BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

15.0 INSURANCE.

To assure the City that the Contractor is always capable of fulfilling specified indemnification obligations, the Contractor shall purchase and maintain insurance of the kind, in the amounts, and subject to the conditions set forth in the Exhibit B, attached to this Agreement. However, insurance requirements contained in this Agreement shall not be deemed to limit or define obligations of the Contractor as provided elsewhere in this Agreement, and the Contractor should rely on its expertise to obtain additional insurance coverage needed for the City and the Contractor in its performance hereunder.

16.0 INDEMNIFICATION. Contractor expressly agrees to indemnify and hold harmless the City or any of its officers or employees, agents, or officials from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any act, omission or act of commission by Contractor or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against the City, the City will give timely notice thereof to the other Party.

17.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

18.0 INDEPENDENT CONTRACTOR. **The Contractor is an independent contractor as described in section 8-40-202(2), C.R.S., and is not entitled to workers' compensation benefits from the City and, further, is obligated to pay federal and state income tax on moneys earned pursuant to this Agreement.**

19.0 NO THIRD-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

20.0 FINANCIAL OBLIGATIONS OF THE CITY. All financial obligations of the City under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's credit or faith, directly or indirectly, to the other parties.

21.0 ATTORNEY'S FEES. If any Party breaches this Agreement, the breaching Party shall pay all of the non-breaching Party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

22.0 NO PRESUMPTION. The Parties to this Agreement and their attorneys have had a full opportunity to review and participate in the drafting of the final form of this Agreement. Accordingly, this Agreement shall be construed without regard to any presumption or other rule of construction against the Party causing the Agreement to be drafted.

23.0 SEVERABILITY. If any provision of this agreement as applied to either Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances or the validity, or enforceability of the Agreement as a whole.

24.0 DOCUMENTS. All drawings, computer programs, computer input and output, analyses, plans, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed specifically for work performed under this Agreement shall remain the sole and exclusive property of the City, and the other Party shall not provide copies of any such material to anyone without the express written consent of the City.

25.0 EXECUTION REQUIRED. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

26.0 TERM. This Agreement shall become effective upon its execution by the City for a period of one year from the date of its execution.

27.0 TERMINATION. This Agreement may be terminated at any time by either Party by giving 60 days written notice to the other Party. The City shall pay the other Party for work performed to the date of delivery of the termination notice.

28.0 MINOR CHANGES. The Parties executing this Agreement are authorized to make non substantive corrections to this Agreement and attached exhibits, if any, as they consider necessary.

29.0 DAYS. If the day for any performance or event provided for herein is a Saturday, a Sunday, a day on which national banks are not open for the regular transactions of business, or a legal holiday pursuant to section 24-11-101(1), C.R.S., such day therefore shall be extended until the next day on which such banks and state offices are open for the transaction of business.

30.0 GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or

unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

31.0 SURVIVAL OF OBLIGATIONS. The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the Parties until fully performed.

32.0 PARTIES NOT PARTNERS. Notwithstanding any language in this Agreement or any other agreement, representation, or warranty to the contrary, the Parties shall not be deemed to be partners or joint venturers, and neither Party shall be responsible for any debt or liability of the other Party.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto in their respective names as of \_\_\_\_\_, 2013.

THE CITY AND COUNTY OF BROOMFIELD,  
a Colorado municipal corporation and county

**SAMPLE**

\_\_\_\_\_  
Charles Ozaki  
One Descombes Drive  
Broomfield, CO 80020

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

**SAMPLE**

\_\_\_\_\_  
City & County Attorney





## STATEMENT OF NO BID

**To Our Customers:** Will you spend a few minutes to complete this form and return with your NO BID response? Please send to:

City and County of Broomfield  
Attention: Joyce Newberry, Purchasing Manager  
One Descombes Drive  
Broomfield, CO 80020  
Email Address: [jnewberry@broomfield.org](mailto:jnewberry@broomfield.org)  
Fax: 303-464-5105

Specifications too "strict" (i.e. geared toward one brand or manufacturer only). Please explain.

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Specifications are unclear. Please explain. \_\_\_\_\_

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- We are unable to meet specifications.
- Insufficient time to respond to the Invitation for Bid
- Our schedule would not permit us to perform within the required time.
- We are unable to meet insurance and/or bonding requirements.
- We do not offer this product or service.

Further Remarks/Comments: \_\_\_\_\_  
\_\_\_\_\_

**Company Name:** \_\_\_\_\_

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

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please Print Name and Title:** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**Thank you for your response**

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	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) ▶	
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.

Social security number									
				-			-		

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

Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

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

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

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* 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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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.