

INVITATION TO BID
UPLAND WIREGRASS SEED COLLECTION BID
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(BID NUMBER 15B-003)

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, will receive sealed bids up to 2:30 P.M. ET on October 23, 2014, for the collection of upland wiregrass seed and pay the District a per bulk pound price for upland wiregrass seed collected on approximately 110 acres of upland (xeric sandhill) wiregrass habitat. The selected vendor must provide its own equipment, vehicles, labor, supplies and materials required for the machine collection, transport, drying and bagging of upland wiregrass seed. The District will provide three collection sites, consisting of five collection areas; estimated production rates, a temporary storage area for drying of collected seed, weigh all seed collected for payment to the District and, if desired, the rental of a 6-foot Flailvac seed stripper (collector) or combined Flailvac seed stripper/JD3320 farm tractor, subject to rental rates and receipt of a \$5,000 equipment damage, repair or replacement bond.

The selected vendor shall assume all risk of seed collection, seed testing and germination viability.

All bids must conform to the instructions in the Invitation to Bid (ITB). Interested prospective bidders may obtain a copy of the complete ITB package at the above address, by calling (850) 539-5999 or visiting our website at www.nwfwater.com or 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:

Upland Wiregrass Seed Collection Bid

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. ET
ON OCTOBER 23, 2014.**

1-4 INVITATION TO BID

The District solicits offers for the services of responsible bidders for the collection of upland wiregrass seed and pay the District a per bulk pound price of upland wiregrass seed collected on approximately 110 acres of upland (xeric sandhill) wiregrass habitat. The selected vendor must provide its own equipment, vehicles, labor, supplies and materials required for the machine collection, transport, drying (rakes and tarps) and bagging of upland wiregrass seed. The District will provide three collection sites, consisting of five collection areas; estimated production rates, a temporary storage area for drying of collected seed, weigh all seed collected for payment to the District and, if desired, the rental of a 6-foot Flailvac seed stripper (collector) or combined Flailvac seed stripper/JD3320 farm tractor, subject to rental rates and receipt of a \$5,000 equipment damage, repair or replacement bond.

The selected vendor shall assume all risk of seed collection, seed testing and germination viability.

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 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 contractor 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 have executed 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. Mistakes clearly evident on the face of the bid documents, such as computation errors, may be corrected by the District.

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 on the District's website at www.nwfwater.com and the state Vendor Bid System through the BUSINESS link at MyFlorida.com. Failure to file a protest within the time prescribed in section [120.57](#)(3), Florida Statutes, shall constitute a waiver of 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. William O. Cleckley, Project Manager, or his representative Tyler Macmillan, will receive questions concerning this Invitation to Bid at (850) 539-5999, from 8:30 A.M. to 5:00 P.M. ET weekdays, from the date of this release to 2:30 P.M. ET on October 23, 2014. 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 September 24, 2014, the District issues the Invitation to Bid.
- B. From September 24, 2014, to October 23, 2014, the District will receive and answer inquiries (received by telephone and/or by mail).
- C. The District must receive the bids by 2:30 P.M. ET opening time on October 23, 2014.
- 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 due 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 courier deliveries, 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 15B-003 TO BE OPENED OCTOBER 23, 2014, AT 2:30 P.M. ET 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. ET ON
OCTOBER 23, 2014.**

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 does not always receive U.S. mail delivery by 2:30 P.M. ET each day; any bids received by mail after 2:30 P.M. ET on October 23, 2014, 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 PERFORMANCE BOND

A performance bond will not be required from the Vendor.

1-12 EQUIPMENT DAMAGE, REPAIR OR REPLACEMENT BOND

An equipment damage, repair or replacement bond in the amount of \$5,000 will be required from the selected Vendor at contract execution if it chooses to rent District provided equipment. The equipment damage, repair or replacement bond shall be in the form of a Cashier's Check or Money Order or Surety Bond. Company or personal checks will not be accepted.

1-13 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.

1-14 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.

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 a 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.

1-15 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.

1-16 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.

1-17 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 contractor under a contract with any public entity; and may not transact business with any public entity.

1-19 VENDOR CHECKLIST

- ☐ 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 15 and included it in your package?
- ☐ Have you completed the Bid Sheet form on page 17 and included it in your package?
- ☐ **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 you response will arrive before the deadline? Responses received after the date and time specified will not be considered.

SCOPE OF SERVICES

PART II

The Northwest Florida Water Management District will select one vendor to collect upland wiregrass seed and pay the District a per bulk pound price for upland wiregrass seed collected on approximately 110 acres of upland (xeric sandhill) wiregrass habitat. The three collection sites, consisting of five collection areas are located on the Econfina Creek WMA located in

Washington County, Florida. The seed collection site name, size, location (section, township, range) and growing season burn date are listed below as follows:

| Wire Grass Donor Site Name | Acres | STR | County | Growing Season Burn Date |
|---------------------------------------|--------------|------------------------------|---------------|-------------------------------------|
| Hobbs Powerlines and Pasture | 50 | 32, T1S, R13W 5,T2S, R13W | Washington | May 13, 2014 |
| Ring Road | 14 | 31/32, T2N, R12W | Washington | June 16, 2014 |
| Quail Run | 46 | 21, T1N, R14W | Washington | May 16, 19, 20 or 21, 2014 |
| Total: | 110 | | | |

A general location map and upland wiregrass seed collection site maps are attached to the draft agreement as **Exhibit Map A and Exhibit 1, Exhibit 2 and Exhibit 3.**

The selected vendor must provide its own equipment, vehicles, labor, materials and supplies required for the machine collection, transport, drying and bagging of upland wiregrass seed.

I. District required upland wiregrass seed collection equipment shall consist of the following:

- 1) Seed Collection Equipment - A front-mounted Flailvac seed stripper/farm tractor; or
- 2) Seed Collection Equipment - An equivalent front or rear-mounted seed stripper/farm tractor. Any proposed equivalent front or rear-mount seed collection equipment other than Flailvac seed collector will be subject to District approved before use.
- 3) Utility trailer - for seed transport and temporary onsite seed storage.
- 4) Vehicles – 4x4 vehicles will be required to access the seed collection sites.
- 5) Labor – Farm tractor operator (s) and an able bodied assistant for bagging collected seed.
- 6) Personal Protection Equipment (PPE) for all personnel engaged in upland wiregrass seed collection activities and operations.
- 7) Rakes and tarps for drying and storing collected seed.
- 8) Seed collection bags or barrels.
- 9) All other materials and supplies, e.g., tractor fuel, etc., required for seed collection activities.

II. District Upland Wiregrass Seed Collection Rental Equipment

The District has a 6-foot Flailvac seed stripper and a JD3320 farm tractor (32.8 hp.) available for rent by the successful bidder, subject to receipt of a \$5,000 equipment damage, repair or replacement bond.

District Rental Rates, payable in advance, are:

- 1) 6-foot Flailvac seed stripper only - \$50/day or \$250/week or \$750/month.

- 2) Combined 6-foot Flailvac seed stripper/JD 3320 Farm Tractor - \$150/day or \$450/week or \$1,250/month.

III. Equipment Damage, Repair or Replacement (Rental Equipment)

Flailvac seed collection equipment and farm tractors are durable, but cannot withstand repeated misuse or abuse by equipment operators/operator assistants. In addition, repairs and downtime due to misuse or abuse by equipment operators/operator assistants significantly impacts seed collection production given the short collection time period for wiregrass seed collection activities. As such, the successful vendor, if it rents District equipment, will be liable for the damage, repair or replacement of the District's Flailvac seed collector and farm tractor that may be rented from the District if it can be determined that damage or destruction to the District's rental equipment was due to the negligence of vendor, normal wear and tear excepted. Forfeiture of all or a portion of the equipment damage, repair or replacement bond shall be withheld from the vendor by the District if it has been determined that damage or destruction to District rental equipment was due to the negligence of vendor until such dispute can be resolved to the satisfaction of the District.

IV. Longleaf Regeneration (Seedling) Protection

Vendor equipment operators/operator assistants shall not intentionally damage or destroy longleaf regeneration located on each site (except Hobbs Powerlines) by running over visible longleaf seedlings, i.e. out of grass stage or saplings encountered during upland wiregrass seed collection activities. The Hobbs Pasture site has considerable longleaf seedling and sapling-size regeneration, but the trees are visible and large enough to allow collectors to maneuver around and between groups of trees to harvest seed. Failure to comply with the above condition will result in automatic termination of the contract.

V. Animal Protection

Vendor equipment operators/operator assistants shall not intentionally take, harm or kill any animals or reptiles encountered during upland wiregrass seed collection activities, especially any snakes, whether poisonous or non-poisonous or gopher tortoises of any size. Failure to comply with the above condition will result in automatic termination of the contract.

VI. Previous Upland Wiregrass Seed Collection Production Rates and Other Pertinent Information

Production Rate Examples

- I. In November and early December of 2011, the District collected the following pounds of bulk wiregrass seed from two of the three collection sites utilizing **three 6-foot Flailvac seed strippers**:

- 1) 51-acre Moseley Tract – 2,119 bulk pounds
- 2) 20-acre Whitewater Tracts - 320 bulk pounds

Total: 2,439 or 34.35 bulk pounds of seed per acre

* 2,439 lbs. of seed collected in 160 hours = 15.24 lbs. of bulk seed per hour

II. In November 2012, the District collected the following pounds of bulk wiregrass seed from two similar collection sites utilizing the District's **6-foot Flailvac seed stripper/JD3320 farm tractor with one operator and able bodied assistant (Kammer Tract) and one operator only (Hobbs Tract):**

1) 40-acre Kammer Tract – 637 bulk pounds in 8 days or 40 hrs. = 15.92 lbs./hr. or
79.62 lbs. per day

2) 10-acre Hobbs Tract - 101 bulk pounds in 2 days or 12 hours = 8.41 lbs.

Total: 738 bulk pounds in 10 days or 74 lbs. per day (rd)

Note: Depending on vendor upland wiregrass seed needs; the short seed collection time period; and weather factors, the District encourages prospective vendors to consider utilizing multiple seed collectors on these collection sites to maximize seed collection production.

Seed Test Results of 2011 Seed Collection – Seed Testing (Moseley and Whitewater (formerly Burnt Trailer tracts) Tracts (see attached USDA FS, National Seed Lab results):

1) 51-acre Moseley Tract – Seed Purity (32.99%); 35 Day Germination (24%); and Pure Live Seed (7.9%)

2) 20-acre Whitewater Tracts - Seed Purity (7.69%); 28 Day Germination (54%); and Pure Live Seed (4.1%)

VII. Site Tour

On Thursday, October 2, 2014, the District will conduct **one** tour of the upland wiregrass seed collection sites on the Econfina Creek WMA. All interested vendors should meet at 9:00 a.m. CDT at the District's Econfina Creek Field Office located approximately 8 miles west of the junction of U.S. Highway 231/State Hwy. 20. The tour is expected to be completed within a two-to-three hour timeframe. **This will be the only tour conducted by District staff for this Invitation To Bid.** As such, the District encourages interested contractors to attend the tour. Please contact Bill Cleckley at 850-539-5999, Ext 274 or Tyler Macmillan at 850-539-5999, Ext. 244 **if you or a representative will attend the tour** and for directions to the Econfina Creek Field Office.

Interested contractors are encouraged and welcome to visit these sites on their own. **Be aware that the Ring Road site is located in a remote location, so it may be difficult to access unless you know the area. In addition, access to the Quail Run site is restricted by locked gate, so call ahead for instructions.**

VII. Optimum Upland Wiregrass Seed Collection Period

Based on the latest University of Florida research and previous District experience, the optimum collection period for harvesting upland wiregrass seed occurs during the entire month of November and during the first week or two of December until most seed either falls off the seed stalk or is blown off the seed stalk during the passage of one of the first winter cold fronts. Therefore, the District's **upland wiregrass seed collection activities shall begin on or around November 3, 2014, subject to seed collection readiness and terminate on or before December 19, 2014.**

VIII. Upland Wiregrass Seed Collection Schedule

The contract will require that the vendor agree to place highest priority on completing the District's upland wiregrass seed collection assignment in a timely fashion. On or before October 31, 2014, the successful vendor will be required to enter into an agreement with the District. **The agreement will be for an approximate two-month term.** Upland wiregrass seed collection operations will begin no later than November 3, 2014, and will terminate no later than December 31, 2014.

IX. Upland Wiregrass Seed Collection Risk, Seed Testing and Germination Viability

The District does not warrant or guarantee any upland wiregrass seed collection quantity, viability or germination success. As such, the selected vendor shall assume all risk of seed collection, seed testing and germination viability.

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 15B-003 TO BE OPENED OCTOBER 23, 2014, 2:30 P.M. ET 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 or telephone will not be acceptable. 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. PERFORMANCE BONDS

A performance bond will not be required from the Vendor.

F. EQUIPMENT DAMAGE, REPAIR OR REPLACEMENT BOND

An equipment damage, repair or replacement bond in the amount of \$5,000 will be required from the selected Vendor at contract execution if it chooses to rent District provided equipment. **Please indicate that you desire to rent District equipment by placing a “check” mark in the space indicated on the bid sheet.**

G. SEED WEIGHING, SEED STORAGE AND DISTRICT PAYMENT

Seed Weighing - All upland wiregrass seed collected from District collection sites must be transported to the District's temporary seed drying facility, dried for approximately a 24-hour period and bagged for weighing. Once dried and bagged, District staff will place a numbered tag on each bag with its collection date, recorded weight and their signature. In addition, on a District provided **“Upland Wiregrass Seed Collection Weight Form”** (see attached), District staff will record the date of seed collection, the bag number, the weight (in pounds) of each numbered bag and their signature. Upon weight verification and approval by the vendor or its representative, the vendor or its representative will also sign the form and be provided a copy for their records if desired. After all seed collection activities/operations have been completed, this form will be submitted to the District's Project Manager for review/approval before payment to the District by the vendor.

Seed Storage -All numbered, bagged and weighed upland wiregrass seed shall be stored at the District's Econfina Creek Field Office until paid for by the vendor.

District Payment - The successful vendor shall pay the District a lump sum amount for upland wiregrass seed collected at the end of the collection period based on the per bulk pound price amount bid by the vendor. **No collected, bagged/numbered and weighed wiregrass seed can be removed by the vendor from the District's Econfina Creek Field Office until payment is received by the District.** Payment must be in the form of a Cashier's Check or Money Order made out to the Northwest Florida Water Management District for the total amount due.

H. 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 governing 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.

I. 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.

J. TRANSPORTATION

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

K. 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.

L. 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.

3-2 BIDDER ACKNOWLEDGMENT

I, the undersigned, having read Parts I through V of this Invitation to Bid, **BID NUMBER 15B-003** 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

Printed or Typed Name of Above Signature

Agency or Company

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

April Murray, Agency Clerk
Northwest Florida Water Management District

EVALUATION OF BIDS

PART IV

4-1 EVALUATION METHOD AND CRITERIA

Upland Wiregrass Seed Collection Bid

The District will award the Upland Wiregrass Seed Collection Bid based upon the highest per bulk pound price bid for collecting upland wiregrass seed. Only one vendor will be selected to collect upland wiregrass seed for the District on approximately 110 acres of upland (xeric sandhill) wiregrass habitat.

4-2 BID SHEET

Upland Wiregrass Seed Collection Bid Sheet

- I. Per bulk pound price for upland wiregrass seed collected on approximately 110 acres at three sites, consisting of five areas.

Common Name

Per Bulk Pound Price

Upland Wiregrass (Xeric Sandhill Species)

\$ _____

Please check below if you will be renting District upland wiregrass seed collection equipment at the rates listed in the Invitation To Bid:

I will be renting District equipment: _____

I will not be renting District equipment: _____

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for the upland wiregrass seed, 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

E-mail Address

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

Upland Wiregrass Seed Collection Weight Form

[illegible]

DRAFT UPLAND WIREGRASS SEED COLLECTION AGREEMENT

PART V

5-1 DRAFT AGREEMENT

Please see the attached draft Agreement. This agreement is subject to change subsequent to final internal review.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AGREEMENT

UPLAND WIREGRASS SEED COLLECTION

This Agreement is made this ___ day of _____, 2014, by and between the Northwest Florida Water Management District (hereinafter called the "District"), and **<INSERT VENDOR NAME>** (hereinafter called the "Vendor"). The District and the Vendor agree as set forth below:

ARTICLE 1

Contract Documents

The contract documents which make up this Agreement consist of this Agreement document, Invitation to Bid, technical specifications, all addenda issued prior to the execution of this Agreement, the bid submitted by the Vendor, 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 Services

Upland Wiregrass Seed Collection and Site Locations

- A. The Vendor agrees to collect upland wiregrass seed on approximately 110 acres of xeric sandhill habitat located on three sites, consisting of five collection areas within the Econfinia Creek WMA and pay the District a per bulk pound rate for all upland wiregrass seed collection within the contract period. The Vendor must utilize the District's required Flailvac seed collector/farm tractor equipment or District approved equivalent seed collector/farm tractor equipment. In addition, the Vendor must provide all other equipment, 4x4 vehicles, utility trailers, equipment operators, able bodied assistants, supplies and materials that may be utilized to conduct upland wiregrass seed collection activities and operations on District wiregrass seed collection sites.
- B. The District's upland wiregrass seed collection site name, size, location (section, township, range) and growing season burn date are listed below:

| Wire Grass Donor Site Name | <u>Acres</u> | <u>STR</u> | <u>County</u> | Growing Season <u>Burn Date</u> |
|---------------------------------------|---------------------|-------------------------------|----------------------|--------------------------------------------|
| | | | | |
| Hobbs Powerlines and Pasture | 50 | 32, T1S, R13W 5, T2S, R13W | Washington | May 13, 2014 |
| Ring Road | 14 | 31/32, T2N, R12W | Washington | June 16, 2014 |

| | | | | |
|---------------|------------|---------------|------------|-------------------------------|
| Quail Run | 46 | 21, T1N, R14W | Washington | May 16, 19, 20 or 21, 2014 |
| Total: | 110 | | | |

A general location map and upland wiregrass seed collection site location maps are attached to the agreement as **Exhibit Map A and Exhibit 1, Exhibit 2 and Exhibit 3.**

ARTICLE 3

Terms of Agreement

The Vendor agrees to place highest priority on completing the District's upland wiregrass seed collection assignment in a timely fashion. Upland wiregrass seed collection operations will begin no later than November 3, 2014 and will terminate no later than December 31, 2014. **The agreement will be for an approximate two-month term.**

A performance bond will not be required from the Vendor.

ARTICLE 4

District Equipment Rental and Equipment Damage, Repair or Replacement Bond

A. District Equipment Rental

If applicable (as indicated by the Vendor on the Invitation To Bid), the Vendor agrees to pay the District in advance, by Cashier's Check or Money Order, for the rental of the District's 6-foot Flailvac seed stripper or a combination 6-foot Flailvac seed stripper/JD3320 farm tractor at the following daily, weekly or months rates listed below:

District Equipment Rental Rates, payable in advance, are:

- 6-foot Flailvac seed stripper only - **\$50/day or \$250/week or \$750/month**
- Combined 6-foot Flailvac seed stripper/JD 3320 Farm Tractor - **\$150/day or \$450/week or \$1,250/month**

In addition, if the Vendor rents District equipment by a weekly or monthly period and terminates or ceases upland wiregrass seed collection activities/operations before the end of the rental period, then the District will determine a prorate daily or weekly rate for the equipment rental time period utilized and reimburse the Vendor accordingly.

B. Equipment Damage, Repair or Replacement Bond

If applicable (as indicated by the Vendor on the Invitation To Bid), an equipment damage, repair or replacement bond in the amount of \$5,000 will be required from the Vendor at contract

execution if it chooses to rent District provided equipment. Said bond shall be in the form of a Cashier's Check or Money Order or Surety Bond and made payable to the District.

In the event the Vendor rents District equipment, Vendor will be liable for the damage, repair or replacement of the District's Flailvac seed collector and farm tractor if it can be determined that damage or destruction to the District's rental equipment was due to the negligence of Vendor, normal wear and tear excepted. Forfeiture of all or a portion of the equipment damage, repair or replacement bond shall be withheld from the Vendor by the District if it has been determined that damage or destruction to District rental equipment was due to the negligence of vendor until such dispute can be resolve to the satisfaction of the District.

ARTICLE 5

Technical Specifications

District required upland wiregrass seed collection equipment, labor, supplies and materials for seed collection activities and operations by the Vendor shall consist of the following:

- 1) Seed Collection Equipment - A front-mounted Flailvac seed stripper/farm tractor; or
- 2) Seed Collection Equipment - An equivalent front or rear-mounted seed stripper/farm tractor. Any proposed equivalent front or rear-mount seed collection equipment other than Flailvac seed collector will be subject to District approved before use.
- 3) Utility trailer - for seed transport and temporary onsite seed storage.
- 4) Vehicles – 4x4 vehicles will be required to access the seed collection sites.
- 5) Labor – Farm tractor operator and an able bodied assistant per seed collector to empty the seed hopper or, if operating two or more collectors, at least one able bodied assistant per every three seed collection machines to empty seed hoppers, drying and bagging collected seed, etc.
- 6) Personal Protection Equipment (PPE) for all Vendor personnel engaged in upland wiregrass seed collection activities and operations.
- 7) Seed collection bags or barrels.
- 8) All other materials and supplies, e.g., tractor fuel, lubricates, etc., required for seed collection activities.

ARTICLE 6

Subcontracts

The Vendor shall not subcontract, assign or transfer any services under this Agreement without the written consent of the District. Any sub-vendors that may be employed by the Vendor and

approved by the District to provide upland wiregrass seed collection services to the District must also adhere to all provisions of this Agreement.

ARTICLE 7

Termination of Agreement

- A. The District or its designated representatives will decide all questions, difficulties and disputes of whatever nature which 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 Vendor shall fail to fulfill its obligations in a timely and proper manner under this Agreement, or if the Vendor 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 Vendor of such termination and specifying the effective date thereof. The Vendor shall not be relieved of liability to the District for damages sustained by the District because of any breach of the Agreement, 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 8

Indemnification

The Vendor 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 Vendor, its agents or employees.

ARTICLE 9

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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

ARTICLE 10

Payments

Payment will be as follows: The Vendor will pay the District the following amount per bulk pound of upland wiregrass seed collected based upon the Vendor's bid amount of \$____.____ per bulk pound. Payment will be subject to receipt and approval by the District's Project Manager of the District's Upland Wiregrass Seed Collection Form.

Upon approval of the District's Upland Wiregrass Seed Collection Form by the District's Project manager, the District will notify the Vendor of the total number of bulk pounds of upland wiregrass seed that has been collected and verified by the Vendor. Payment by the Vendor to the District shall be based upon the following formula:

Total Number of Pounds of Bulk Upland Wiregrass Seed Collected x Vendor's bid amount of \$____.____ per bulk pound = District Payment

ARTICLE 11

Penalties

If the Vendor fails to provide the upland wiregrass seed collection services during the time period specified in the agreement, the District, in its sole discretion, reserves the right to reject the Vendor from future bid opportunities and may also provide the Vendor's name to the Department of Management Services to be placed on the State's Suspended Vendor list. Assessments for this Agreement may be waived by the District, in its sole discretion, for acts of God or for other appropriate reasons submitted by the Vendor.

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

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 this ____ day of _____, 2014.

<Insert Vendor Name>

**Northwest Florida Water
Management District**

By: _____

By: _____

Jon Steverson
Executive Director

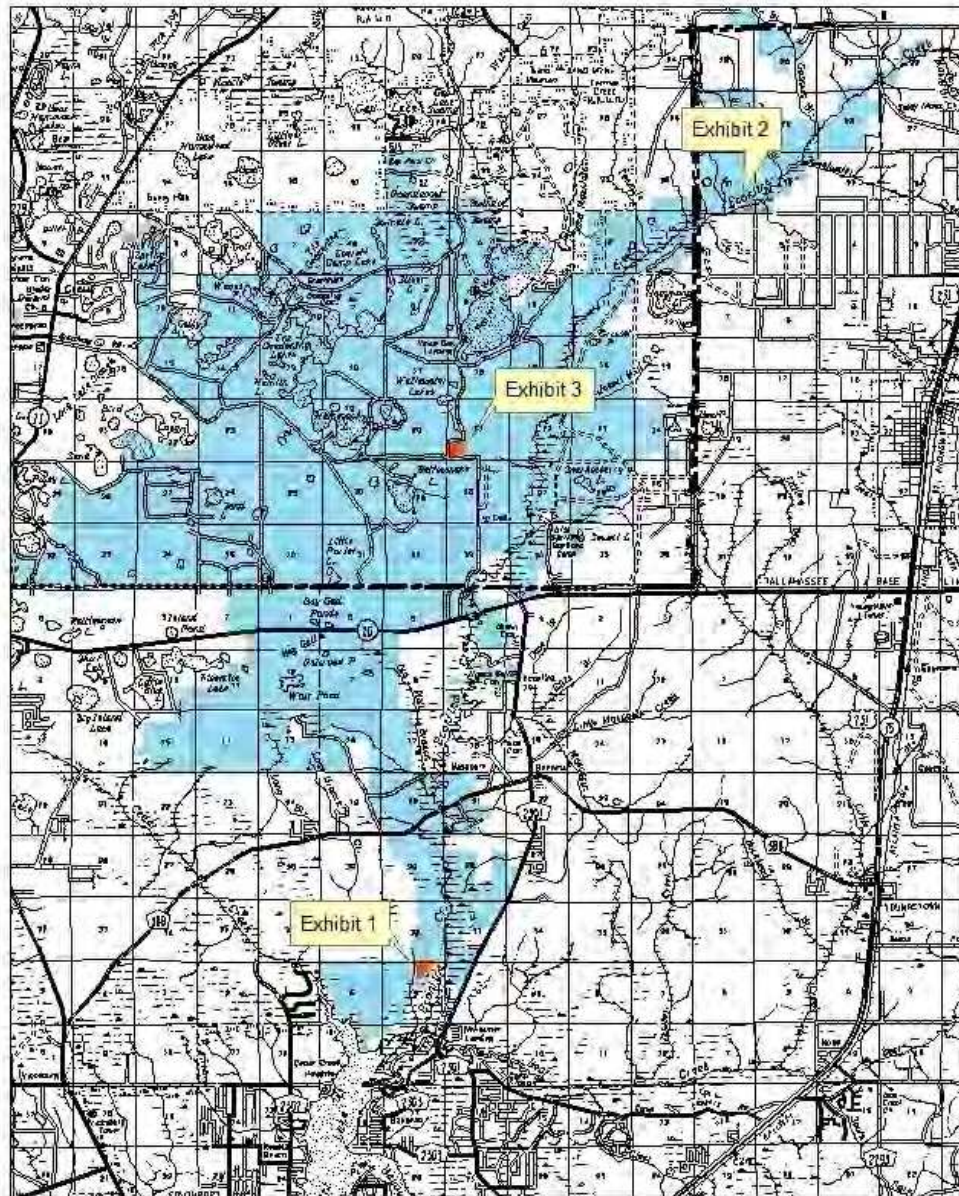
Print Name: _____

Print Title: _____

Date: _____

Date: _____

Exhibit A



Legend

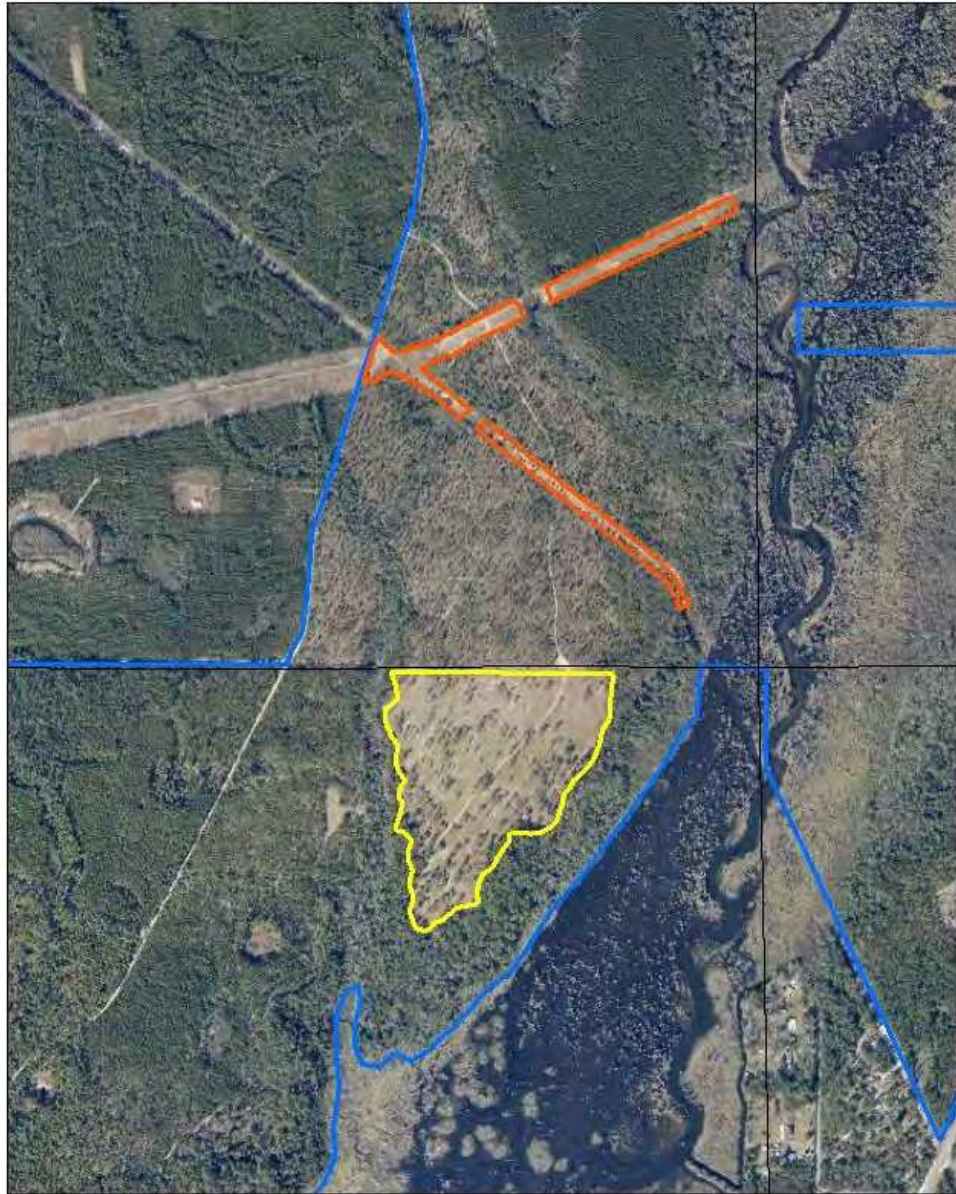
- ROADS.DOTHWY_BAY
- ROADS.DOTHWY_WASHINGTON
- wet_land

General Locator
Econfina Creek Water Management Area
Bay & Washington Counties

2.5 1.25 0 2.5 Miles






Exhibit 1



Hobbs Powerlines Donor Site & Hobbs Pasture Donor Site
Econfina Creek Water Management Area
Bay County
Sec.32, T1S, R13W & Sec. 5, T2S, R13W
50 Acres

Legend

-  hobbs_pasture_powerline_donor_sites
-  hobbs_pasture_wiregrass_donor_site
-  dist_land

1,000 500 0 1,000 Feet



Exhibit 2



Ring Road Donor Sites
Econfina Creek Water Management Area
Bay County
Sec. 31/32, T2N, R12W
14 Acres

Legend
2014_ring_road_donor_site
dist_land



470 235 0 470 Feet



Exhibit 3



Legend

-  Quail Run Donor Sites u1 s2
-  dist_lands

Quail Run Plantation
Econfina Creek Water Management Area
Washington County
Sec. 21, T1N, R13W
46 Acres

470 235 0 470 Feet



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:

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.

| | | |
|------------------|----------------------------|--------|
| 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:

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 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.