

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 19/20-53, AIR PURIFICATION SYSTEM FOR
CLAY COUNTY FACILITIES HVAC**

**DUE DATE: Monday, August 24, 2020 - 4:00 p.m.
OPEN DATE: Tuesday, August 25, 2020 - 1:00 p.m.**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

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Vendor Registration Form
W-9 Form

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, August 24, 2020, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR CLAY COUNTY FACILITIES HVAC

A mandatory pre-proposal meeting with site visits following has been scheduled for Tuesday, August 4, 2020 at 9:00am at the Clay County Admin Bldg, Conference Room “B”, Fourth Floor, 477 Houston St, Green Cove Springs, FL 32043. All prospective Proposers are required to attend the meeting and visit each site. **Please note that site visits are expected to continue through Wednesday, August 5, 2020.**

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, August 25, 2020 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR CLAY COUNTY FACILITIES HVAC”** to be received until 4:00 P.M., Monday, August 24, 2020. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

Interested vendors are advised that the Clay County Board of County Commissioners have a local preference policy. A preference to local businesses in procurement decisions provides support and growing opportunities to the local economy. Preference shall be given to a local business in the purchase of commodities and services. The complete policy can be viewed at: <https://www.claycountygov.com/Home/ShowDocument?id=5272>

During the solicitation process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not

apply to inquiries submitted to County employees or agents in the manner specifically provided in the solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the solicitation package, or to pre-proposal conferences provided for in the solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the solicitation package. For information concerning procedures for responding to this solicitation, contact the Purchasing Department, Kris Collora by email purchasing@claycountygov.com or at (904) 529-4210.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE RFP OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD RFP” OR A “NOTICE OF REJECTION OF ALL RFP’S” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE PROPOSERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED SUBMITTAL ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE SOLICITATION, ANY ADDENDUM THERETO, OR THE DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bids or proposals on a contract to provide any goods or services to a public entity, may not submit a solicitation on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals 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 Proposer list.

-----END OF NOTICE-----

REQUEST FOR PROPOSAL – ADVERTISEMENTS SCHEDULE

**RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR
CLAY COUNTY FACILITIES HVAC**

(CLAY TODAY) For publication on: July 23, 2020

(CLAY COUNTY WEBSITE) For: July 24, 2020

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Kris Collora

Howard Wanamaker
County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR CLAY COUNTY FACILITIES HVAC

1. **Delivery and Receipt of Proposals:** Proposals will be received by carrier or in person until Monday, August 24, 2020 at 4:00 p.m. and will be opened on Tuesday, August 25, 2020 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room “B”, Fourth Floor, Green Cove Springs, Florida. Proposals will be reviewed by Clay County as soon thereafter as possible.

Proposals submitted by courier/carrier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

The words **“RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR CLAY COUNTY FACILITIES HVAC”** shall be clearly marked on the front and back of the envelope containing the Proposal.

One original and four (4) copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and additional requested information shall be included with all responses submitted.

- A. All Proposals will be “clocked” at the time they are received to indicate the time and date of receipt.
 - B. Proposals received after the time and date specified will not be accepted regardless of the circumstances.
 - C. No postal mail will be accepted.
2. **A mandatory pre-proposal meeting with site visits following has been scheduled for Tuesday, August 4, 2020 at 9:00am at the Clay County Admin Bldg, Conference Room “B”, Fourth Floor, 477 Houston St, Green Cove Springs, FL 32043. All prospective Proposers are required to attend the meeting and visit each site. **Please note that site visits are expected to continue through Wednesday, August 5, 2020.****
 3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Proposer and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Proposer in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Proposers may not withdraw or modify a Proposal after the appointed RFP Opening. Proposers may not assign or otherwise transfer their Proposals.
 4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Kris Collora** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 529-4210. Written inquiries/questions must be received by **August 11, 2020**. Responses to questions, clarifications, and addenda will be distributed to

potential Proposers by email. It is the responsibility of interested Proposers to verify if this information has been issued prior to submitting an Proposal.

5. **No Contact Period:** During the solicitation process, all prospective Proposers are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Proposal submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-proposal conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Proposers after proposal opening and before award as may be necessary to assist in review and evaluation of any solicitation prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The RFP will be awarded to the responsible Proposer(s) submitting a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple Proposers.
8. **Waiver of Formalities/Rejection of Proposals:** The County reserves the right to waive formalities in any Proposal, to reject any or all Proposals with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Proposal document or submittal of any Proposal. The County reserves the right to make award either in part or completely, and/or to accept the Proposal that, in its judgment, will be in the best interest of the County. Proposals in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Proposals and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of RFP:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Proposal:** Each company not intending to respond to this RFP should reply with a written "No Proposal Statement". Such action will maintain the company on the appropriate active solicitation list. Three (3) failures to respond to solicitations may result in deletion from the solicitation list.
11. **Proposal Errors:** Where Proposal forms have erasures or corrections, each erasure or correction must be initialed in ink by the Proposer. In case of unit price items, if an error is committed in the extension of an item, the unit price as shown in the Proposal response will govern. Errors between any sum, computed by the Proposer, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be

resolved in favor of the written words.

12. Claiming Status as a Local Business: NOT APPLICABLE FOR THIS RFP.

13. Deviations: Proposers are hereby advised the County will only consider Proposals that meet the specifications and other requirements imposed upon them by this RFP document. In instances where a deviation is stated in the Proposal Form, said RFP will be subject to rejection by the County in recognition of the fact that said RFP does not meet the exact requirements imposed upon the Proposer by the RFP or Contract documents.

14. Bid Protests: Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the solicitation, any addendum thereto, or the award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.

15. Public Entity Crimes: Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 or Proposal for a Contract to provide any goods or services to a public entity, may not submit a Bid or Proposal for a Contract with a public entity for the construction or repair of a public building or public work, may not submit 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting for this RFP, Proposer attests that they have not been placed on the "Convicted Vendor List".

16. Debarment: By submitting a Proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

17. Scrutinized Companies Certification: In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Proposer certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part

of the Proposal submittal.

18. **Laws and Regulations:** The Proposer shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Proposer shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
19. **Public Records – Proprietary/Confidential Information:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that proposals are public record. Proposers should identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.
20. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company solicitations, presentations, etc.
21. **Indemnification:** The awarded Proposer shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
22. **Insurance Requirements:** Prior to commencement of the project, the awarded Proposer shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000

- | | |
|-------------------------------------|-------------|
| 3. Personal and Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Fire Damage (any one fire) | \$ 50,000 |
| 6. Medical Expense (any one person) | \$ 5,000 |
- b. Automobile Liability
- | | |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law | \$1,000,000 |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------|
- c. Workers Compensation/Employers Liability
- | | |
|--------------------------|------------------|
| 1. Workers Compensation | statutory limits |
| 2. Employers Liability | |
| a. Each Accident | \$ 100,000 |
| b. Disease-Policy | \$ 500,000 |
| c. Disease-Each Employee | \$ 100,000 |
- d. Professional Liability
- | | |
|---------------------------------------------|--------------|
| 1. When required by Contract-per occurrence | \$ 1,000,000 |
|---------------------------------------------|--------------|

The awarded Firm must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Proposer must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida; and the Board of County Commissioners, Clay County, Florida; as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

- 23. Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Proposer shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
- 24. Proposal Preparation Costs:** By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer and shall not be borne by the County. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of their Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.

25. Business Registration Requirement: In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>

26. Contractor Qualifications and Requirements: At the time of RFP Opening, all Proposers must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Proposal. All Proposers must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this RFP.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Proposer's name as it appears on the Proposal Form. Proposer shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Proposal and/or termination of the Contract.
- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential Proposers to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

27. **Qualifications:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Proposer in order to make the final determination of acceptability of the Proposer to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Proposer the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Proposer failing to make the disclosure required herein. By submitting a Proposal, Proposer recognizes and accepts that the Board of County Commissioners may reject any Proposal at its sole discretion and the Proposer waives any claim it might have for damages or other relief arising from the rejection of its Proposal or resulting directly or indirectly from the rejection of its Proposal based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Proposal.

28. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this RFP. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

29. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Proposer orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **August 11, 2020**. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the RFP and Contract documents, and receipt must be acknowledged on the Proposal Form, by completion of the applicable information on the Addendum, and submitting it with the Proposal. Failure to acknowledge Addenda which have no effect on the competitive nature of the solicitation process may be a waivable deviation at the County's sole discretion.

30. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

31. **Use of Contract by Other Government Agencies:** At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this Proposal and subsequent contract award.

32. **Execution of Contract and Notice to Proceed:** The awarded Proposer may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
33. **Payments:** All payments made under this RFP will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
34. **Presentations:** At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.
35. **Proposers are required to be familiar and follow the requirements listed in Attachment C – Federal Provisions Related to the Cares Act.**

**RFP NO. 19/20-53, RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR
CLAY COUNTY FACILITIES HVAC**

PURPOSE

Clay County is soliciting proposals from licensed contractors for the purchase and installation of building air purification systems at our County facilities that are proven to reduce bacteria and viruses in the air and on surfaces, providing superior indoor air purification. The proposed system must be in-duct LED technology, mercury free and zero ozone compliant, compatible and installed in our current HVAC systems.

SCOPE OF WORK

The County's preference is for installation of building air purification systems that meet or exceed the specifications of the RGF HALO-LED™ Whole Home In-Duct Air Purifier. <https://www.rgf.com/products/air/halo-led-whole-home-in-duct-air-purifier/>

The proposed equipment and materials shall be the latest improved models in current design products, as offered to commercial trade, and shall be of quality material; used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified.

Materials, supplies, services and parts requested by the County must be of the highest quality and must conform to any related state, municipal or federal standard and be consistent with standard commercial practices.

Proposers shall examine all documents relating to this project and visit each job site to ascertain the nature of the work and the character of the job site. Proposers shall become familiar with the contractual requirements, project limitations, and various aspects of the work, physical conditions and surroundings of the job site. Proposers shall include in their proposal a sum sufficient to cover the costs of doing the work under the existing site conditions and project requirements. By submitting a proposal for the project, Proposers declare that he or she has thoroughly investigated the job site, examined all related project documents and is familiar and satisfied with the nature, character and condition of the project site, contractual requirements, project limitations and the various aspects of this project. The County will not consider any claims for compensation whatsoever on account of the successful Proposers' failure to fully investigate and examine the project requirements and job site conditions as required above.

The successful Proposer shall maintain a credible work force daily to insure progress of the job. The successful Proposer shall utilize the services of licensed, insured contractors such as electricians, plumbers, technicians, and other craftsman knowledgeable of all phases of installing components as related to this project. A superintendent or foreman shall be on the jobsite at all times when work is being performed. The successful Proposer shall supervise all workmanship, including that of all subcontractors, to ensure that it is of the highest grade and according to best standard practice.

The successful Proposer is responsible for obtaining all required permissions, permits, and inspections as required.

The successful Proposer shall comply with all applicable State and local laws, ordinances, codes, and regulations.

The successful Proposer shall complete all work in a neat and workmanlike manner, to the satisfaction of the County, and shall not intrude with operation of the County facilities.

The successful Proposer shall secure all equipment, tools and related materials while working in the facility against the occurrence of theft, accidents, injuries or damage to any person or property at all times.

The successful Proposer shall maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property around the project or work site. Barricades, shelters, lights, caution tape and/or signs shall be placed around all work areas. They shall meet the requirements of applicable building codes or other requirements imposed by the local governing authority. The successful Proposer shall assume the responsibility for maintenance of barriers to completion of project and remove same.

Any damage to existing utilities, building, finished surfaces, equipment, or public property or improvements, resulting from the performance of this contract shall be repaired to the satisfaction of the County at the successful Proposer's sole expense. The repair or replacement work shall be of equal or greater quality and in appearance to prior condition. If damage caused by the successful Proposer has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the successful Proposer.

Excess materials, rubbish, garbage, rags, debris, etc., generated from the repair or replacement work services shall be disposed of off-site by the successful Proposer daily at the successful Proposer's own expense. Any material needing removal is to be disposed of off-site in a safe and legal manner. The successful Proposer shall not stockpile debris, rubbish, garbage, excess materials or other unwanted materials on the sidewalk or on the street. Washing of excess materials into the storm drain is prohibited. Payment for transportation and disposal of excess materials and removed equipment shall be included in the contract, and no additional compensation shall be made.

APPROVED EQUIVALENTS

Proposer may submit "or equivalent" specifications that meet or exceed the specifications provided herein. All submittals with "or equivalent" specifications must include detailed specifications so the County can make an accurate comparison. The County, at their sole discretion, will determine if the submitted specifications meet or exceed the required specifications.

LITERATURE

Technical documentation is required to be provided with submissions to demonstrate compliance of the product proposed with applicable technical requirements of this RFP. All proposal submissions must meet or exceed all conditions and specifications of this RFP.

The County, in its sole discretion, may determine the acceptability of the proposal through technical documentation made available as of the date and time of RFP opening. Such authority shall in no way relieve Proposers from the ultimate responsibility of submitting the required technical documentation, nor shall Proposers assume that such documentation is otherwise available to the County. The County shall not be responsible for the accuracy of the technical documentation in its possession.

SERVICE HOURS

All services performed under this contract will be conducted during normal business hours (Monday through Friday, 7:00am – 5:00pm) excluding holidays, unless prior arrangements are made in advance and approved with the Project Manager. Facility operations must not be affected during project.

CONTRACT TIME

Time is of the essence. If awarded the Contract, successful Proposer agrees to complete all work on or before December 4, 2020.

HAZARDOUS MATERIALS

The successful Proposer shall properly dispose of hazardous materials in accordance with Federal, State and local laws and ordinances.

PERFORMANCE WARRANTY

The successful Proposer shall guarantee all work, craftsmanship, equipment, and materials under this project against any defects in workmanship; and shall satisfactorily correct and/or repair, at no additional cost to the County (to include service, parts, labor and travel/shipping to and from point of service), any such defects that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of final acceptance, inspection and approval by County representative only. If the successful Proposer is notified in writing of a deficiency in the work provided, within one (1) year from completion of the work, the awarded Proposer shall re-perform the work in question at no additional cost and expense to the County. The successful Proposer shall respond to all complaints within one (1) business day from initial call. warranty shall not void the Manufacturer's warranty for quality or durability.

MATERIAL WARRANTY

Parts and materials furnished under this project shall be the latest improved models in current products, as offered to commercial trade, and shall be of quality material; used, shopworn, demonstrator, prototype, reconditioned or discontinued models or materials are not acceptable. The warranty period for provided materials shall be, at minimum, for a period of three (3) years after completion of the installation or within the manufacturer's warranty, whichever is later.

SHIPMENT, DELIVERY, AND STORAGE

Shipment must be FOB (Freight on Board) Destination. The term FOB Destination shall mean delivered and un-loaded in house or on-site with all charges for transportation and unloading paid by the successful Proposer. During the period any hardware is in transit, up to the time inside delivery or required installation is complete, the successful Proposer shall insure the product(s) for all risk of loss or damage. All risk of loss for all items ordered remains the responsibility of the successful Proposer until inside delivery and installation is completed by the successful Proposer.

The County will provide no assistance for unloading or handling of equipment, component parts, materials and the successful Proposer must notify his truckers or delivery firms accordingly.

The successful Proposer shall be responsible for the safety and preservation of all equipment, product, materials and supplies as ordered for this project, until final inspection of the work and acceptance thereof by the Project Manager. In the event such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the successful Proposer shall replace same without cost to the County.

The successful Proposer shall receive and properly store the equipment and material. The equipment shall be tightly covered and protected against dirt, water, chemical or mechanical injury, and theft. The manufacturer's directions shall be followed completely in the delivery, storage, protection, and installation of all equipment and materials.

No stored material may be located in any area which interferes with the operations of the normal building functions and/or unreasonably encumbers the site. The County will not be responsible for lost, stolen or damaged property as a result of storage.

Materials shall not be delivered to site until the successful Proposer is prepared to start project, unless coordinated or authorized by the Project Manager.

Storage and installation of materials that require specific conditions related to temperature or humidity are the sole responsibility of the successful Proposer. The County will not be responsible for lost, stolen or damaged property as a result of storage.

The successful Proposer will obtain and pay for use of additional storage or work areas needed for operations.

TRAINING

The successful Proposer shall include training of building maintenance personnel. Training includes ensuring that staff can properly maintain and replace components. All on-site training will be scheduled upon the successful installation at a time and date approved and agreed upon by the Project Manager.

OPERATIONAL & REPAIR MAINTENANCE MANUALS

Upon completion of installation and training, the successful Proposer shall provide to the Project Manager, one (1) complete, operating, maintenance and repair manual per installed location. All

manuals shall be in the form of neatly bound books, with durable covers and shall be properly identified with manufacturer's name, model and serial number of the equipment. The operating and maintenance or shop manual shall be the latest manufacturer's handbook covering in detail the recommended operating maintenance and service procedures. County prefers both hard copy and CD ROM versions (electronic copy), if available.

ADDITIONAL REQUIREMENTS

If the County identifies additional quantities and/or necessities for related or similar services that are beneficial to the County, such shall be mutually negotiated between the County and successful Proposer.

TERMINATION OF CONTRACT

The County reserves the right to terminate or suspend the Contract in whole or in part at any time the interests of the County requires such termination or suspension. The County shall notify the successful Proposer in writing thirty (30) days prior to such action with instructions as to the effective date or stage of work the action is to be taken. The successful Proposer will be paid for all work performed and accepted up to the termination or suspension date including any reasonable termination expenses, which can be documented. All payments will be based on the Contract Unit Prices, which prices shall be deemed to include profit and overhead. No payment will be made for work, which was not completed and accepted.

PROJECT MANAGER

The designated Project Manager shall be: Gene Price, Program Manager of Facilities.

The Project Manager or his/her designated representative will be responsible for coordinating all aspects of service relating to this contract once the Proposal is formally approved and awarded. The successful Proposer will work under the direction of the Project Manager or the designated County representative throughout the duration of the contract.

PAYMENTS

It is requested that the successful Proposer request payment no more than twice per month (bi-weekly) upon each facility completion of installation and training and approval of the Project Manager. All payments made under this RFP will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

AWARD

The County reserves the right to award to multiple Proposers which may include geographical location, time of completion and best interest of the County.

PROPOSAL FORMAT

RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR CLAY COUNTY FACILITIES HVAC

All Proposers responding to this RFP shall provide one (1) original, four (4) identical paper copies, and one (1) electronic copy in pdf format on USB. Lengthy or overly verbose or redundant submissions are not necessary. All attachments of the following in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS – The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

TAB 1 – EXPERIENCE AND RESOURCES OF ORGANIZATION

- a) Provide a narrative describing your company's organization, size, number of employees, number of years in business, number of years of experience providing HVAC services and overall company philosophy.
- b) Provide detailed experience with air purification systems.
- c) State the location that will be serving Clay County, include the contact person with the address, telephone number and email address of the office. Emergency contacts must also be provided.
- d) Proposer shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the goods and services required by Clay County.
- e) Proposer shall advise as to whether their company has in the past filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending. Please note that County may require more detailed financial information from the top ranked Proposer as part of its evaluation process.
- f) Provide a list of any past, pending or present litigation or disputes that your firm has or has had with other clients within the last five (5) years. Provide information as to the nature of the litigation or dispute.

TAB 2 – EXPERIENCE AND EXPERTISE OF PERSONNEL

- a) Indicate who will be the lead person and key individuals assigned to manage the project and explain why you have selected these individuals.
- b) Provide credentials for personnel assigned to the project.

TAB 3 – TECHNICAL APPROACH TO THE PROJECT

- a) Provide a narrative of your understanding of the Scope of Services and your intended approach at performing the services and resulting work product.
- b) Time is of the essence. Provide a timeline detailing the installation schedule which meets the required deadline before December 4, 2020.
- c) Describe what assistance (if applicable) will be required from the County.
- d) Explain why your organization should be selected to perform the services covered under this Request for Proposal and how you can add value to the goals and objectives of County.

TAB 4 – WARRANTY AND MAINTENANCE

- a) Provide the manufacturer warranty duration and scope.
- b) Describe the manufacturer recommended maintenance schedule with associated cost for five (5) years beyond installation.

TAB 4 – REFERENCES

Provide reference letters from at least three (3) clients, preferably local governments, for whom the Company has completed similar projects within the last two (2) years. The references should include the name, address, telephone number and email address of a contact person for each reference cited. References will be verified.

TAB 5 – PRICING AND FEE SCHEDULE

Each proposer must complete and submit the Price Proposal Form included. Additionally, please include a separate rate list for other services provided by your Company. County reserves the right to ask questions, seek clarification, request additional break down of pricing, or complete schedule of values necessary to review and evaluate pricing.

SELECTION/EVALUATION CRITERIA

**RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR
CLAY COUNTY FACILITIES HVAC**

Evaluation Committee:

The Evaluation Committee will review, evaluate, and make recommendations regarding the Proposals according to the criteria set forth below. The Evaluation Committee, at its sole discretion, shall have the right to seek written clarifications and/or additional information, verify information submitted and check project references, in order to fully understand the Proposals.

Evaluation Criteria:

The evaluation shall be based upon the following criteria, and respondents are requested to provide, as a minimum, the information listed under each criterion. **Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the proposal as non-responsive.** The response to each of the criteria will be evaluated relative to the other responses received and will be awarded a score as listed below.

<u>Evaluation and Ranking Criteria</u>	<u>Ranking Weight</u>
Qualifications of Company	20 Points
Qualifications of Personnel	20 Points
Technical Approach	25 Points
Warranty and Maintenance	20 Points
Fee Structure/Project Cost.....	<u>15 Points</u>
	100 Points

PROPOSAL PRICE SHEET

RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR CLAY COUNTY FACILITIES HVAC

Item#	Locations	Equipment and Installation
<u>Main Buildings</u>		
1	Admin Building	
2	Courthouse	
3	Building Maintenance	
4	Old Drug Test Center	
5	Historical Courthouse	
6	Historical Jail	
7	Clay Hill Community Building	
8	Middleburg COA	
9	Green Cove Springs COA	
10	Orange Park COA	
11	Keystone Heights COA	
12	Keystone Heights Answers	
13	Middleburg Civic Center	
14	Bear Run Tax Collector	
<u>Libraries</u>		
15	Orange Park Branch Library	
16	Fleming Island Branch Library	
17	Green Cove Springs Library	
18	Middleburg Clay-Hill Library	
19	Keystone Heights Library	
<u>Environmental Control Center</u>		
20	Environmental Services Dept. Office Bld.	
21	Rosemary Hill SWMF Scalehouse	
<u>Animal Control Center</u>		
22	Animal Control Center	

PROPOSAL PRICE SHEET

RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR CLAY COUNTY FACILITIES HVAC

Item#	Locations	Equipment and Installation
<u>Fairgrounds</u>		
23	Exhibit Building #1	
24	Exhibit Building #2b	
25	Exhibit Building #3	
26	JP Hall Building	
27	Clay County Extension/Ag	

<u>Public Works</u>		
28	Main Public Works Building	
29	Maintenance Shop	
30	Operations Building	
31	Safety and Training Room/ Break room	
32	Supply Building	
33	Mosquitoes Control	
34	Knowles Pit	
35	Masters Pit	
36	Sleepy Hollow Pit	
37	Signs and Signals Building	
38	Twin Lakes Pit	

<u>Parks and Recreation</u>		
39	Hunter Douglas Park (Building)	
40	Orange Blossom Cabin	
41	Kiwita Cabin	
42	Ranger Station (office)	
43	Walter Odum Park (Office)	
44	Omega Park (Field House)	
45	Paul Armstrong Park (Field House)	
46	Eagle Harbor Soccer Complex (Office)	
47	Little Rain Lakes (Portable Office)	
48	Twin Lakes Park (Portable Office)	

PROPOSAL PRICE SHEET

RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR
CLAY COUNTY FACILITIES HVAC

Item#	Locations	Equipment and Installation
<u>Clay County Sheriff Office</u>		
49	Clay County Jail	
50	Orange Park Substation	
51	Middleburg Substation	
52	Narcotics	
53	Fleet Maintenance	
54	Supply	
55	Clay Hill Substation	

Total for Equipment & Installation: \$ _____

Total Price for Equipment & Installation, Items 1-55, Written in Words:

Company Name: _____

CORPORATE DETAIL

**RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR
CLAY COUNTY FACILITIES HVAC**

Failure to complete all fields may result in your Proposal being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Proposal: _____

Title: _____

Signature: _____

Date: _____

Area Representative Contact Information: _____

ADDENDA ACKNOWLEDGMENT:

Proposer acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FORM**

**RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR
CLAY COUNTY FACILITIES HVAC**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

SCRUTINIZED COMPANIES CERTIFICATION

**RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR
CLAY COUNTY FACILITIES HVAC**

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

NO PROPOSAL STATEMENT

**RFP NO. 19/20-53, AIR PURIFICATION SYSTEM FOR
CLAY COUNTY FACILITIES HVAC**

If your company does not intend to submit a Proposal for this procurement, please complete and return this form prior to the date shown for receipt of Proposals to: Clay County Purchasing Department, Attn: Kris Collora, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to submit a proposal on the above referenced RFP for the following reasons:

- ☐ Specifications are too restrictive
(please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear
(please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone#: _____

Signature: _____ Fax#: _____

Print Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing Department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing Department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing Department. Proposers and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing Department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing Department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all Proposers and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives (see Example 3 attached). All staff assigned to evaluate bid and RFP responses shall do so observing all

requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing Department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all Proposers and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all Proposers and their bids. Upon being awarded a bid, and if a contract is entered into with the successful Proposer then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing Department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful Proposer for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing Department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing Department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing Department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding Proposers as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing Department shall immediately record the date and time thereof. The Purchasing Department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing Department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1.	Any automobile-Combined bodily injury/property damage,	\$1,000,000
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with minimum limits for all additional coverages as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation

statutory limits

2. Employers Liability

a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence

\$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful Proposer must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>.

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE PROPOSERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE PROPOSER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE PROPOSER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective Proposer to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective Proposer to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective Proposer's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective Proposer is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the

notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, qualifications, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be

deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the

requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive solicitation process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or qualification instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Proposer shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for qualifications and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting Proposers from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification

regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one Proposer from gaining an advantage over other Proposers through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to Proposers regarding the bid solicitation is equal and uniform.

(Q) **LOCAL PREFERENCE FOR LOCAL BUSINESSES:** *(Resolution No. 18/19-2)*

Local Preference:

- (a) **Purpose:** The Clay County Board of County Commissioners intends to purchase materials, supplies, and services of quality at the lowest possible cost through widespread competition. If all other considerations are equal, however, the Board prefers to purchase within Clay County from established local businesses. A preference to local businesses in procurement decisions provides support and growing opportunities to the local economy. When local governments spend their money with locally owned businesses, those businesses in turn rely on and generate local supply chains, creating an “economic multiplier” effect. Each additional dollar that circulates locally boosts local economic activity, employment, and, ultimately, tax revenue.
- (b) **Bidding/Quotes:** For procurement secured through competitive bids or written quotes, local preference will be given to a Local Business when its bid/quote is the lowest responsive and responsible local bid and it is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted by a non-Local Business. The Local Business will be entitled to match or beat the lowest bid/quote submitted by the non-Local Business and then be considered the lowest, best Proposer. The Purchasing Department will notify the responsive and responsible lowest Local Business that they have forty-eight (48) business hours to re-submit a bid or quote that matches or beats the low bid or quote by the non-Local Business. If the lowest local Proposer fails to respond as required confirming its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted by the non-Local Business.
- (c) **Proposals:** For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member’s score.

- (d) The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.
- (e) In construing this paragraph, “Local Business” means either:
 - (i) a person or business entity which maintains a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, which provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation submits the Local Business Affidavit of Eligibility identified in paragraph (f) below; or
 - (ii) a person or business entity which utilizes for at least 40% of the solicited work local Clay County sub-contractors or suppliers, meaning sub-contractors or suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, provide from such permanent place of business the kinds of goods or services solicited, and at the time of the solicitation submit the Local Business Affidavit of Eligibility identified in paragraph (f) below.
- (f) Local Business Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to verify local status:
 - (i) A physical business and location address in Clay County;
 - (ii) Proof of payment of business license, lease agreement, and/or real property tax due to Clay County;
 - (iii) A copy of the business’s most recent annual corporation report to the Florida Division of Corporations; and
 - (iv) Any additional information necessary to verify local status.
- (g) The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Local Business. Such decision shall not be disputed nor protested.
- (h) **Exemptions:**
 - (i) Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.

- (ii) Purchases with any sole source supplier for services, supplies, materials, or other equipment.
- (iii) Purchases made through cooperative purchasing arrangements.
- (iv) Sub-Contractor consideration does not apply if the invitation to bid or request for quote does not authorize utilization of subcontractors.
- (v) Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
- (vi) Contracts for Professional Services subject to Florida Statutes, Section 287.0555, the Consultants' Competitive Negotiation Act (except as already provided for in County approved Evaluation Criteria).

ATTACHMENT A

CARES ACT FUND ATTESTATION

The undersigned Contractor hereby attests to the following:

1. I am the authorized agent of the Contractor. I certify that I have the authority on behalf of the Contractor to execute and accept this Agreement that involves payments from the County's allocation of federal funds appropriated pursuant to the CARES Act. The Contractor also certifies that the undersigned person has the authority to legally execute and bind the Contractor to the terms of this Agreement.
2. I understand that the County will rely on this certification as a material representation in making payments to the Contractor.
3. The Contractor hereby agrees to the term and conditions as provided in the Agreement including any attachments thereto as well as all certifications and required Federal provisions.
4. I understand that all records and expenditures are subject to audit by the County, the Florida Division of Emergency Management, the Florida State Auditor General (or his designee), and the United States Department of Treasury's Inspector General.
5. I acknowledge that the Contractor should keep records sufficient to demonstrate that the expenditure is in accordance with the CARES Act. I understand that any records must be made available upon request.
6. By signing this Agreement and Attestation, I certify or affirm to the best of my knowledge and belief that the statements of this Attestation are true, complete, and accurate, and the expenditures were (or will be used) for the purposes and objectives set forth in the terms and conditions of the CARES Act Funding Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Contractor

Signature

Date

Name of authorized individual and Title

Name of organization

Address of organization

ATTACHMENT B
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned Contractor, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid, to any person for influencing or attempting to influence an officer or an employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in the connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by §1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to this certification and disclosure, if any.

Contractor

Signature

Date

Name of authorized individual and Title

Name of organization

Address of organization

ATTACHMENT C

FEDERAL PROVISIONS RELATED TO THE CARES ACT

This is an acknowledgment that the CARES Act Coronavirus Relief Fund will be used to fund all or a portion of the contract. The contractor will comply with all Federal laws, rules, regulations, and executive orders applicable to the receipt of funding from the Coronavirus Relief Fund.

Specifically, performance under the Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” including Appendix II.

In addition, the parties agree as follows:

AMERICANS WITH DISABILITIES ACT

Contractor agree to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

CONVICTED VENDOR LIST

Contractor understands that those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

LOBBYING PROHIBITION

- a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- b. No funds or other resources received from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- d. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

- e. No funds or other resources received from the County under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- f. The County certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the County must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
 - iii. The County must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - v. By executing this Agreement, County hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the County understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the contractor has certified, by its signature to the CERTIFICATION REGARDING LOBBYING, to the above statements.

EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall comply with Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 C.F.R. Chapter 60. In accordance with 41 C.F.R. §60-1.4(b), contractor hereby agrees that he or she will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 3) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 5) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 6) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 7) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 8) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 9) The contractor will include provisions (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COPELAND ANTI-KICKBACK ACT

Contractor agrees to comply with the Copeland Anti-Kickback Act as applicable to the services.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

In addition to complying with the above clauses, contractor hereby agree that, unless exempt under Federal law, he or she will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, clauses (a) – (c) listed above.

In relation to all construction and repair contracts, salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. § 874; and Title 40 U.S.C. § 276c). The subcontractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the

Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

CONTRACT WORK HOURS AND SAFETY STANDARDS

If contractor, with the funds authorized by this Agreement, enter into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

If contractor, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the above clause.

SUSPENSION AND DEBARMENT

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County and the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County and the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the above clauses (a) – (d).

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If contractor, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the above clause.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- a. If either party, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the party must take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used whenever possible:
 - i. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

- c. The “socioeconomic contracting” requirement outlines the affirmative steps that the party must take; the requirements do not preclude the party from undertaking additional steps to involve small and minority businesses and women’s business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the party to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

PROCUREMENT OF RECOVERED MATERIALS

- a. In the performance of this Agreement, contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- a. The contractor agrees to provide the County, the Florida Division of Emergency Management, the Florida State Auditor General (or his designee), and the United States Department of Treasury’s Inspector General, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the County or the Florida Division of Emergency Management or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- d. In compliance with the Disaster Recovery Act of 2018, the County and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Florida Division of Emergency Management’s Administrator, the Florida State Auditor General (or his designee), the United States Department of Treasury’s Inspector General, or the Comptroller General of the United States.

CHANGES OR MODIFICATION OF AGREEMENT

The Agreement may only be modified, changed, or amended upon mutual written agreement of the County and the contractor. No oral agreements or representation shall be valid or binding upon either party. No alteration or modification of the Agreement terms shall be valid or binding against the County.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the Agreement.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this Agreement.

Vendor Maintenance Registration Form

Please submit W-9 when submitting this form.

Disclosure: Under the Board's Purchasing Policy, employees are not authorized to order goods or services without first obtaining a valid Purchase Order Number. The County will not be liable for payment for goods or services that are ordered in violation of this policy.



Vendor Number: _____

☐ Add

☐ Change

(To Be Completed By Purchasing Department)

Vendor Name:

Address:

Address:

City:

State:

Zip Code:

Contact name:

Fax:

E-Mail Address:

Phone:

Web Address:

Services/
Commodities:

Clay County Purchasing Division
PO Box 1366, 477 Houston Street
Green Cove Springs, FL 32043
Phone: 904-278-3766
Fax: 904-278-3728
www.claycountygov.com/purchasing

The Internal Revenue Service requires that we file Form 1099 for certain vendors receiving payments for \$600.00 or more during a calendar year.

The IRS may assess a \$50.00 penalty for each failure to provide a Taxpayer ID Number. Also we are required to withhold 28% for Federal Income Tax purposes for payment to vendors who fail to provide us with their Tax ID Numbers.

Remittance Address if different from above:

Address:

Address:

City:

State:

Zip Code:

Contact:

Phone:

Taxpayer ID #:

Conflict of Interest Disclosure:

County Employee: ☐ Yes ☐ No

An outside personal economic relationship which affords present or future financial benefits to an employee, his family or to individuals with whom he has business or financial ties may be considered a conflict of interest requiring evaluation by the County Manager.

This certifies that neither my family nor myself are employees of the County and will benefit financially by doing business with Clay County.

Signature: _____

Please click [here](#) to download the W-9 Form. This form is to be completed and faxed to: 904-278-3728

Department Requesting Form

Employee Signature

Vendor Signature

PRINT

SUBMIT

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations 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*, earlier.

***Note:** The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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. commonwealths and 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.