INVITATION TO BID

2018 SAND PINE AND HARDWOOD TREE ERADICATION SERVICES

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

(BID NUMBER 18B-007)

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, will receive sealed bids up to the 2:30 P.M. EDT opening time on May 24, 2018 for Sand Pine and Hardwood/Shrub Tree Eradication Services on approximately 814 acres in Escambia (118 acres) and Washington (696 acres) Counties, Florida. This work entails the use of hand crews utilizing grass trimmers with blades, chainsaws, machetes, bush hooks, or similar cutting devices and backpack hand pump sprayers or similar devices for chemical herbicide treatment. Wheeled or tracked equipment may **not** be used to conduct the specified pine and hardwood/shrub tree eradication operations. The contractor(s) will supply all labor, materials (**including herbicide**) and equipment used to conduct the specified sand pine and hardwood/shrub tree eradication activities.

All bids must conform to the instructions in the Invitation to Bid (ITB). Interested parties may obtain a copy of the complete ITB package at the above address, by calling (850) 539-5999, by visiting the District's website at www.nwfwater.com or the state Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_www.search.criteria_form .

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

All bids must comply with applicable Florida Statutes.

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PART I

GENERAL INFORMATION

1-1 DEFINITIONS

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

1-2 PURPOSE

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

2018 SAND PINE AND HARDWOOD TREE ERADICATION SERVICES

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

Division of Asset Management
Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333-4712

Hereinafter referred to as the "District"

THE DISTRICT MUST RECEIVE ALL BIDS BY 2:30 P.M. EDT ON MAY 24, 2018

1-4 INVITATION TO BID

The District solicits offers for the services of responsible bidders to perform 2018 Sand Pine and Hardwood Tree Eradication Services.

1-5 CONTRACT AWARDS

The District anticipates entering into a contract with, or issuing a purchase order to the bidder(s) who submit the bid(s) judged by the District to be most advantageous. The District anticipates awarding up to two contracts or issuing up to two purchase orders, but reserves the right to award only one if it is in its best interest.

The bidder understands that this Invitation to Bid does not constitute an agreement or a contract with the District. An official contractor agreement is not binding until bids are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the District and both parties execute the contract or agreement.

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

All bids may be subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting, as appropriate.

Notices of contract award(s) shall be posted in the Office of the Agency Clerk. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

1-6 DEVELOPMENT COSTS

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

1-7 INQUIRIES

The District encourages interested parties to contact the District to discuss this Invitation to Bid. Tyler Macmillan, Chief, Bureau of Land Management Operations (the procurement officer), will receive questions concerning this bid at (850) 539-5999, from 8:30 A.M. to 5:00 P.M. weekdays, from the date of this release to 5:00 P.M. EDT on May 11, 2018. The District will provide written answers to substantive questions on the District's website at: www.nwfwater.com as well as post written answers to substantive questions on the state Vendor Bid System at:

http://www.myflorida.com/apps/vbs/vbs_www.search.criteria_form.

The District will provide written answers to substantive questions received at least seven calendar days before the bid opening date.

1-8 TIMETABLE

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

A. On April 25, 2018, the District issues the Invitation to Bid.

B. From April 25, 2018, to 5:00 P.M. EDT on May 11, 2018, the District will receive and answer inquiries (received by email or mail). Any questions a bidder may have must be asked during this question and answer period. Answers to substantive questions will be

posted on the District's website at www.nwfwater.com as well as the state Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_www.search.criteria_form. Any substantive questions received regarding this solicitation after 5:00 P.M. EDT on May 11, 2018, will not be answered.

C. The District must receive the bids by the 2:30 P.M. EDT opening time on May 24, 2018.

D. From opening time the District will review and evaluate the bids on a timely basis.

E. The District may enter into a contract after conducting negotiations and obtaining appropriate approvals.

1-9 DELAYS

At the District's discretion, it may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify bidders of all changes in scheduled dates by written notice which will be posted on the District's website at: www.nwfwater.com and the state Vendor Bid System at: http://www.myflorida.com/apps/vbs/vbs_www.search.criteria_form.

1-10 BID SUBMISSION AND WITHDRAWAL

The District will receive bids at the following address:

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

To facilitate processing, the face of the envelope shall state in capital letters: **"SEALED BID ON BID NUMBER 18B-007 TO BE OPENED MAY 24, 2018, AT 2:30 P.M. EDT AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."**

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

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

THE DISTRICT MUST RECEIVE ALL BIDS BY 2:30 P.M. EDT ON MAY 24, 2018

Bids received after the established deadline will not be considered. The District cautions bidders to assure actual delivery of mailed or hand delivered bids directly to the District's Agency Clerk in the Division of Administration prior to the deadline set for opening bids. Bidders are also

cautioned that the District usually does not receive U.S. mail delivery until after 2:30 P.M. EDT each day. Any bids received after 2:30 P.M. EDT on May 24, 2018 will not be considered. Telephone confirmation of timely receipt of the bid may be made by calling (850) 539-5999 before bid opening time.

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

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

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

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

1-11 BID BOND

In addition to the bid, bidders must submit a Bid or Surety bond in the amount of five percent (5%) of the total bid amount for the 2018 Sand Pine and Hardwood Tree Eradication Services bid. A Cashier’s check or money order will also suffice. The bid bond received from the selected bidder(s) shall be converted to a performance bond and will be subject to provisions contained within the agreement. The deposit or bond will be returned to the unsuccessful bidders upon the award of the contract to the successful bidder(s).

1-12 ADDENDA

If revisions become necessary, the District will post any addenda on the District’s website and on the state Vendor Bid System website. **All addenda issued by the District will include a receipt form, which must be signed and included with any bids that are submitted to the District. In the event that multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the District.** Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the District’s website, the state Vendor Bid System or check with the District’s project manager at least seven days before the bid opening date to ascertain whether any addenda have been issued prior to submitting their bid.

1-13 EQUAL OPPORTUNITY

The District recognizes fair and open competition as a basic tenet of public procurement. Bidders doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. It is the policy of the District to ensure that qualified bidders wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts. The District encourages participation by minority and women business enterprises (MBE/WBE) and requests MBE/WBEs to submit evidence of such designation with their bids. For further information on designation as a minority business enterprise, prospective bidders may contact the District's Division of Administration at (850) 539-5999.

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

1-14 ORAL PRESENTATIONS

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

1-15 NEWS RELEASES

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

1-16 INSURANCE

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

1-17 PUBLIC ENTITY CRIME

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1-18 PROHIBITED CONTACT

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the District or the executive branch or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1-19 VENDOR CHECKLIST

Please review the checklist for this bid (ITB No. 18B-007) to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

☐ Have you performed a final review of your bid to ensure you included all required documentation?

☐ Have you verified all amounts to ensure that they are complete and accurate?

☐ Have you signed the Bidder Acknowledgment form (5-1) on page 12 and included it in your package?

☐ Have you completed the Bid Format (5-2) and Bid Sheet (5-3) forms on pages 13 through 16 and included them in your package?

☐ **IS YOUR ENVELOPE PROPERLY MARKED?** See Section 1-10 on page 5 of this ITB for further details. Most rejected bids are caused by the respondent failing too properly mark their package. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your bid is opened prior to the designated date and time, it cannot be considered.

☐ Have you selected the method of shipping that will ensure that your response will arrive before the deadline? Responses received after the date and time specified will not be considered.

☐ Have you completed the Vendor Registration and W-9 Forms (attached) and included them in your package?

☐ Have you provided evidence of your Minority Business designation, if applicable? Please attach any pertinent documents to the Invitation to Bid package.

☐ Have you included Proof of Registration in the State of Florida as a Farm Labor Contractor if using migrant workers for any pine/hardwood/shrub eradication services?

☐ Have you included proof of State of Florida commercial pesticide applicator license?

☐ If applicable, have you completed and included all addenda receipt forms per Section 1-12?

The following additional documents must be included and attached to your final bid:

☐ Copies of your current insurance coverage, limits, etc.

☐ Bid Bond of five percent (5%) of bid amount as described in Sections 1-11 and 3-1, E.

PART II

SCOPE OF SERVICES

The District has identified 814 acres of sand pine trees and hardwoods/shrubs in eight separate stands to be eradicated for the purpose of forest timber stand improvement and/or ecological restoration. As part of the District's program to manage timber and restore natural communities, certain pine and competing native hardwood and shrub species must be managed within areas that are being managed and restored. The stands to receive the specified treatment are grouped into two geographic "Areas": **Area A** (Stands 1 through 6 in Washington County) and **Area B** (Stands 7 and 8 in Escambia County),

Please see the attached draft *"2018 Sand Pine and Hardwood Tree Eradication Services Agreement"* for the complete Scope of Services, including all required operations, stand locations, specifications, schedules, instructions, and terms and conditions.

Bidders may submit bids for Area A (Stands 1 through 6; Washington County) or Area B (Stands 7 and 8; Escambia County), or both Areas A and B. Area A is depicted on Exhibit Map A and Exhibit Maps 1 through 6, and Area B is depicted on Exhibit Map B and Exhibit Maps 7 and 8.

Photographs of Existing Condition

Representative photographs of existing conditions for these stands are available on the District's website at www.nwfwater.com or upon request by contacting Tyler Macmillan at (850) 539-5999 or via e-mail at Tyler.Macmillan@nwfwater.com .

PART III

INSTRUCTIONS FOR PREPARING BIDS

3-1 RULES FOR BIDS

A. COMPLIANCE

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

B. BID ENVELOPE REQUIREMENTS

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

"SEALED BID ON BID NUMBER 18B-007 TO BE OPENED MAY 24, 2018, AT 2:30 P.M. EDT AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."

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

C. BID DELIVERY RESPONSIBILITIES

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

D. DISTRICT FORMS

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

E. BID BONDS

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

F. CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statutes. All bidders shall disclose with their bids the name of any officer, director, board member or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the

name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries or branches.

G. TAX EXEMPT

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

H. TRANSPORTATION

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

I. COSTS

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

J. TIE BIDS

Per District policies and procedures, if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the District shall enter into a contract with the certified minority business enterprise. If this does not resolve the identical proposals, Rule 60A-1.011 F.A.C will take precedence.

PART IV

EVALUATION OF BIDS

4-1 EVALUATION METHOD AND CRITERIA

2018 SAND PINE AND HARDWOOD TREE ERADICATION SERVICES

The District will evaluate all bids and anticipates awarding the 2018 Sand Pine and Hardwood Tree Eradication Services contract based upon the lowest lump sum amounts bid for each of the two geographic areas (Area A and Area B).

PART V

BID FORMS

5-1 BIDDER ACKNOWLEDGMENT

I, the undersigned, having read Parts I through VI of this Invitation to Bid, BID NUMBER 18B-007, and the attached draft *"2018 Sand Pine and Hardwood Tree Eradication Services Agreement"*, and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

Authorized Signature	Position or Title
Typed or Printed Name of Above Signature	Agency or Company

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

Agency Clerk
Northwest Florida Water Management District

5-2 BID FORMAT

a) Business Name and Address:

Business Name	
Street Address	
City, State, Zip Code	

b) Years of experience conducting pine/hardwood tree eradication services for habitat restoration and/or timber stand improvement purposes: _____

c) List of subcontractors, if any, that may be used to perform pine/hardwood tree eradication services:

Name	Address	Phone #	Type of Firm

d) List of similar pine/hardwood tree eradication projects that you completed within the past 24 months:

Date (Month/Year)	Location(County/State)	Number of Acres	For Whom (Include Contact Person and Phone #)

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

Name	Address	Phone Number

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

5-3 BID SHEET

BID SHEET (18B-007)
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2018 SAND PINE AND HARDWOOD TREE ERADICATION SERVICES

Area A – Washington County Stands							
County	**Stand #**	**Approx. Stems Cut Per Acre**	**Acres**	**X**	**Bid/Acre**	**=**	**Total Bid**
Washington	1	644	247	**X**	**$**	=	**$**
Washington	2	667	161	**X**	**$**	=	**$**
Washington	3	369	185	**X**	**$**	=	**$**
Washington	4	1,301	25	**X**	**$**	=	**$**
Washington	5	133	10	**X**	**$**	=	**$**
Washington	6	3,160	68	**X**	**$**	=	**$**
AREA A SUBTOTAL (696 ACRES)							

Area B – Escambia County Stands							
County	**Stand #**	**Approx. Stems Cut Per Acre**	**Acres**	**X**	**Bid/Acre**	**=**	**Total Bid**
Escambia	7	3,558	49	**X**	**$**	=	**$**
Escambia	8	3,450	69	**X**	**$**	=	**$**
AREA B SUBTOTAL (118 ACRES)							

GRAND TOTAL (ALL SERVICES – AREA A PLUS AREA B) (814 ACRES)	**$**

_____

Company Name

BID SHEET for (ITB 18B-007)
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2018 SAND PINE AND HARDWOOD TREE ERADICATION SERVICES
(continued)

Total Lump Sum Bid Amount for Sand Pine and Hardwood Tree Eradication Services on 696 Acres (Area A): $_____

Total Lump Sum Bid Amount for Sand Pine and Hardwood Tree Eradication Services on 118 Acres (Area B): $_____

Grand Total Lump Sum Bid Amount for Sand Pine and Hardwood Tree Eradication Services on 814 Acres (Areas A and B)(if both areas bid): $_____

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

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

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

Bidder Signature	Date
Bidder Name (Print or Type)	Company Name
Bidder Title	Address
Area Code Telephone Number	City State Zip
Area Code Fax Number	E-mail address

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

PART VI

DRAFT 2018 SAND PINE AND HARDWOOD TREE ERADICATION SERVICES AGREEMENT

6-1 DRAFT 2018 SAND PINE AND HARDWOOD TREE ERADICATION SERVICES AGREEMENT

Please see the attached Draft Agreement. This agreement is subject to change subsequent to legal review. This Agreement will be adapted as needed to address only those areas awarded to a given contractor.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AGREEMENT No. 18-XXX

2018 PINE AND HARDWOOD TREE ERADICATION SERVICES AGREEMENT

This Agreement is made this _____ day of _____, 2018, by and between the Northwest Florida Water Management District (hereinafter called the "District"), and **<INSERT VENDOR NAME>.** (hereinafter called the "Contractor"). The District and the Contractor agree as set forth below:

ARTICLE 1

Contract Documents

The contract documents which make up this Agreement consist of this Agreement document, Exhibit Maps, Invitation to Bid No. 18B-007, Bidders Response, Technical Specifications, all addenda issued prior to the execution of this Agreement, the bid submitted by the Contractor, and all modifications issued subsequent thereto. These documents are part of this agreement as if attached to this Agreement, whether or not they are actually attached.

ARTICLE 2

Description of Work

A. This project will be known as the "**2018 SAND PINE AND HARDWOOD TREE ERADICATION SERVICES PROJECT"** and consists of eradication of sand pine and hardwood/shrub trees occurring within restoration sites on approximately 814 acres.

B. Individual eradication stand location and acreage information to conduct the required services is listed below.

1. Sand Pine Tree Eradication Treatment Locations and Acreages

The sand pine tree eradication treatment stand locations and acreages are listed below. All sand pine tree eradication stands are located in Washington County and are delineated on the attached Exhibit Map A and Exhibit Maps 1 through 5.

County	Stand #	Section	Township	Range	Acres	Approx. Stems Cut Per Acre (average)
Washington	1	19 & 20	1N	13W	247	644
Washington	2	20	1N	13W	161	667
Washington	3	20 & 29	1N	13W	185	369
Washington	4	19	1N	13W	25	1,301
Washington	5	26	1N	13W	10	133
SAND PINE TREE ERADICATION TREATMENT ACREAGE					**628**	

2. Hardwood/Shrub Tree Eradication Treatment Locations and Acreages

The hardwood/shrub tree eradication treatment stand locations and acreage are listed below. The stands are located in Escambia and Washington Counties and are delineated on the attached Exhibit Maps A, and B, and Exhibit Maps 6 through 8.

County	Stand #	Section	Township	Range	Acres	Approx. Stems Cut Per Acre (average)
Washington	6	8	3N	14W	68	3,160
Escambia	7	10, 11, & 14	1S	32W	49	3,558
Escambia	8	36 & 41	1S	31W	69	3,450
HARDWOOD/SHRUB TREE ERADICATION TREATMENT ACREAGE					**186**	

3. Treatment Activity

The sand pine and hardwood/shrub tree eradication treatment activity specifications are summarized below. Detailed specifications are contained in Article 5.

County	Stand #	Acres	Approx. Stems Cut Per Acre (Average)	Treatment Activity Summary*
Washington	1	247	644	Fell all **sand pine** seedlings, saplings and trees (any size).
Washington	2	161	667	
Washington	3	185	369	
Washington	4	25	1,301	
Washington	5	10	133	
Washington	6	68	3,160	Fell all specified **hardwood/shrubs ≤6" diameter at breast height (DBH),** and chemically treat all hardwood/shrub stumps.
Escambia	7	49	3,558	
Escambia	8	69	3,450	

*All felled hardwood trees/shrubs shall receive cut stump herbicide treatment. The **CONTRACTOR** will provide all herbicide.*
**All work shall be performed in accordance with Article 5 - Technical Specifications, which provides detailed treatment instructions.*

ARTICLE 3

Insurance

The Contractor shall be insured as follows: General Liability, with limits not less than $1,000,000 per occurrence; $1,000,000 per occurrence for personal injury; and $1,000,000 for property damage; Automobile Liability, with combined single limit not less than $1,000,000; Workers Compensation and Employers' Liability, with limits not less than: Bodily Injury by Accident $1,000,000 each accident; Bodily Injury by Disease $1,000,000 policy limit; Bodily Injury by Disease $1,000,000 each employee. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for 10 days' notice to the District of cancellation or any material change in the terms of the insurance policies.

ARTICLE 4

Performance Bond

The Contractor shall provide a performance bond in an amount equal to **$<insert amount equal to 5% of overall project cost>**, to be held by the District to insure contract compliance and to pay any damages sustained by the District due to the Contractor's negligence or breach of

contract. The Bid Bond may be converted to a Performance Bond or the Contractor may provide a separate Performance Bond at the time of execution of the Agreement, in which case the original Bid Bond will be returned. One half (50%) of the Performance Bond shall be returned to the contractor within 30 days of successful completion of all terms and conditions of this agreement. The remaining one half (50%) of the performance bond will be returned to the contractor upon determination by District staff that herbicide treatments of hardwood and shrub stumps were successful. Inspection by District staff shall occur within 60 days of completion of the herbicide treatment. If herbicide applications do not adequately control re-sprout of vegetation from stumps, the Contractor will be required to re-treat the sprouting stumps, after which the remaining Performance Bond amount will be returned, subject to inspection and approval by District staff, which shall occur within 30 days of re-treatment.

ARTICLE 5

Terms of Agreement

Pine and hardwood tree eradication services shall begin upon contract execution and extend through September 30, 2018. The granting of any extensions of time shall be at the sole discretion of the District. Any requests for an extension must be made by the Contractor in writing.

The District and the Contractor agrees that the Contractor may extend the pricing and terms and conditions of the contract to other areas within the District's land ownership or to other governmental agencies or government entities at the discretion of the Contractor in accordance with Section 287.057, Florida Statutes.

ARTICLE 6

Technical Specifications

The pine and hardwood/shrub tree eradication operations will utilize the following implements: grass trimmers with blades, brush cutters, clearing saws, chainsaws, machetes, bush hooks, or similar cutting devices and backpack hand pump sprayers or similar devices for chemical treatment. Wheeled or tracked equipment shall **not** be used to conduct the specified operations. The contractor will supply all labor, materials **(including herbicide)** and equipment used to conduct the specified operations.

A. Minimum Sand Pine Tree Eradication Specifications (Stands 1 through 5)

Contractor shall cut all sand pine seedlings, saplings and trees to the following specifications:

1. **Stands 1 through 5:** cut all **sand pine** seedlings, saplings and trees of any size (excluding longleaf, loblolly, or slash pines).

2. All sand pine trees in Stands 1 through 5 shall be severed **completely through the stem** (felled or cut) below the first live limb on each stem in a manner to cause mortality to the tree. **All stems with green branches containing needles shall be completely severed from the residual stump.**

3. Within Stands 1 through 5, all sand pine seedlings, saplings and trees shall be severed (felled or cut) in such a manner as to not directly land upon or bend over or otherwise damage longleaf pine seedlings or saplings within each treatment site.

B. Minimum Hardwood/Shrub Eradication Specifications (Stands 6 through 8)

Contractor shall cut all hardwood/shrub saplings at the stump, and apply chemical herbicide to all hardwood and shrub stumps, in accordance with the following specifications:

1. **Stand 6:** Cut all hardwood/shrub seedlings, saplings and trees ≤6" DBH, and chemically treat all hardwood/shrub stumps. Hardwoods and shrubs to be cut include gallberry, yaupon, fetterbush, wax myrtle and black or red titi. Do not cut the following trees: longleaf pine, cypress, black gum, holly, magnolia.

2. **Stand 7:** Cut all hardwood/shrub seedlings, saplings and trees ≤6" DBH, and chemically treat all hardwood/shrub stumps. Hardwoods and shrubs to be cut include grape vine, gallberry, fetterbush, wax myrtle and black or red titi. Do not cut the following trees: cypress, black gum, holly, magnolia, cedar.

3. **Stand 8:** cut all hardwood/shrub seedlings, saplings and trees, and chemically treat all hardwood/shrub stumps. Hardwoods and shrubs to be cut include gallberry, fetterbush, wax myrtle and black or red titi. Do not cut the following trees: cypress, black gum, holly, magnolia.

C. Chemical Herbicide Specification – Stands 6 through 8

1. **Stand 6:** Contractor will **supply and apply** the following chemical herbicide to all hardwood and shrub stumps cut in Stand 6. **The herbicide mixture for Stand 6 shall be a solution of 41% glyphosate mixed in equal parts with water (e.g., one gallon of 41% glyphosate plus one gallon of water). One ounce of blue marker dye shall be added per gallon of mixture**. Any brand of 41% glyphosate will be accepted. Contractor shall have herbicide containers bearing the specific product labels onsite and available for inspection by District staff at all times that herbicide is being applied.

2. **Stands 7 and 8:** The Contractor will **supply and apply** chemical herbicide to all hardwood and shrub stumps cut in Stands 7 and 8. **The herbicide treatment for Stands 7 and 8 shall be the following mixture of herbicides: for every gallon of chemical herbicide mix, include 25.6 oz. of Trycera®; 1.28 oz. of Milestone®; 1.28oz. Polaris®; and 99.84 oz. of Impel™ Red Basal Oil. Chemical herbicide substitutions are not allowed.** Contractor

shall have herbicide containers bearing the specific product labels onsite and available for inspection by District staff at all times that herbicide is being applied.

3. The herbicide shall be applied using backpack hand pump sprayers, brushes, wicks, or similar devices and the Contractor shall apply the herbicide directly to the cut top of the stumps, minimizing overspray to surrounding vegetation.

4. The contractor must be a licensed commercial pesticide applicator in the State of Florida and shall provide proof of license.

5. The contractor shall provide all personal protective equipment (PPE) needed by workers to apply the specified herbicide in the specified manner.

6. A District field supervisor will provide instructions to the crew concerning selection of tree and shrub species to be cut.

D. Additional Specifications – All Stands

1. Contractor will be assessed a penalty of $25.00 per tree for any **longleaf pine** seedling, sapling or tree that is damaged or destroyed during the pine and hardwood tree eradication activities. Contractor shall immediately notify the District's Project Manager or his authorized representative upon discovering that a longleaf pine seedling, sapling or tree has been damaged or destroyed by the Contractor's pine and hardwood tree eradication activities. Penalty assessments will be subject to the discretion of the District's Project Manager or his authorized representative.

2. The District's Project Manager may, at his discretion, waive accidental damage to a small number of damaged and/or destroyed longleaf pine seedlings, saplings or trees.

3. All specified seedlings, saplings, shrubs, and trees shall be severed (felled or cut) **away** from all public and land management access roads, established (marked) hiking and equestrian trails, exterior boundary lines, fire lines, and pipeline or power line right-of-ways, or moved off of these features after felling. The District's Project Manager or his authorized representative may require the contractor to move any trees, seedlings, or saplings felled in a manner inconsistent with this provision.

4. All stumps must be no higher than 6" from ground surface.

5. All felled trees must be left in direct contact with the ground. Felled trees may not be left leaning against trunks or branches of remaining trees. Felled trees shall not directly land upon or bend over or otherwise damage longleaf pine seedlings or saplings.

6. The contractor will supply all labor, materials, equipment and herbicide used to conduct eradication activities on 814 acres.

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7. All empty fuel, oil, lubricant, herbicide, surfactant, and dye containers must be removed from the site and disposed of in a lawful manner. Trash or other debris resulting from the Contractor's operations must be removed on a daily basis.

8. Dead hardwood trees and dead pine trees that occur within the treatment areas shall not be felled or cut.

ARTICLE 7

Subcontracts

The Contractor shall not subcontract, assign or transfer any work under this Agreement without prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District to perform pine and hardwood/shrub tree eradication services must also adhere to all provisions of this Agreement.

ARTICLE 8

Termination of Agreement

A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This section does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.

B. If the Contractor shall fail to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the District shall have the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the effective date thereof. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of the contract, and the District may deduct the amount of damages due to such breach from the Performance Bond, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.

ARTICLE 9

Indemnification

The Contractor agrees to assume full responsibility and be liable for all damages to persons or property incurred in or resulting from the specified work; except to the extent such damages are due to the negligence or willful misconduct of the District, or the District's representatives; and

the Contractor agrees further, by acceptance of the award of this Agreement, to release, acquit, indemnify, save and hold harmless the District, its officers, agents, and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Agreement, except to the extent of any claim arising from the negligence or willful misconduct of the District.

ARTICLE 10

Public Entity Crime

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

ARTICLE 11

Payments

Payments for pine and hardwood/shrub tree eradication services for the work areas will be based upon the amount bid. The Contractor will collect the amount bid for each specific stand or site location upon successful completion of the specified services.

The Contractor will be paid within 30 working days upon successful completion of each pine and hardwood/shrub tree service assignment and submission of a proper invoice for the completed work. The maximum compensation for this Agreement shall not exceed the amount listed below:

2018 Sand Pine and Hardwood Tree Eradication Services
(All Treatment Locations, Stands 1 through 8)

$XX,XXX.XX

Payments for pine and hardwood/shrub tree eradication services will be subject to verification plots.

Payments for each specific pine and hardwood/shrub tree eradication treatment location (stand) that does not meet the approval of the District's Project Manager or his authorized representative will be withheld until the Contractor brings each specific stand into compliance.

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Payment for pine and hardwood/shrub tree eradication services will be subject to inspection and approval by the District's Chief, Bureau of Land Management Operations, who will be the project manager, or his designee(s). One or both of the District representatives responsible for each stand will determine in their sole discretion whether or not the Contractor has successfully completed all phases of the assignment, and payment will not be made to the Contractor until the District receives written authorization to do so by one or both of these District representatives.

Invoices must be submitted in detail sufficient for a proper preaudit and postaudit thereof. Payment will be made within 30 working days of receipt of invoice and acceptance and approval by the District contract project manager.

The District may cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S., and made or received by the Contractor in conjunction with the Agreement.

ARTICLE 12

Penalties

If the Contractor fails to provide the pine and hardwood/shrub tree eradication services at the locations (stands/sites) and on the dates specified in this Agreement, the District shall have the right to require the forfeiture of the entire performance bond or a portion thereof based upon the amount bid for the agreed upon services to be performed by Contractor, or the final payment shall be reduced by the per acre bid amount for each acre unsuccessfully completed. Forfeiture of the entire performance bond or a portion thereof or reduction in final payment may be waived by the District, in its sole discretion, for acts of God or for other appropriate reason submitted by the Contractor.

ARTICLE 13

Amendments

This Agreement and the documents referenced herein embody the entire agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. Amendments to this Agreement must be made in writing and executed by both parties.

ARTICLE 14

Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not

submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

ARTICLE 15

Inspector General Cooperation

Contractor understands and shall comply with Section 20.055(5), Florida Statutes, which states: "It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

ARTICLE 16

Venue and Enforcement

Any action to enforce the terms, conditions and obligations of this Agreement shall be governed by the law of the State of Florida and venue for such action shall be held in Leon County, Florida.

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

<Insert Vendor Name>	**Northwest Florida Water Management District**
By: _____	By: _____ Brett J. Cyphers Executive Director
Print Name: _____	
Print Title: _____	
Date: _____	Date: _____

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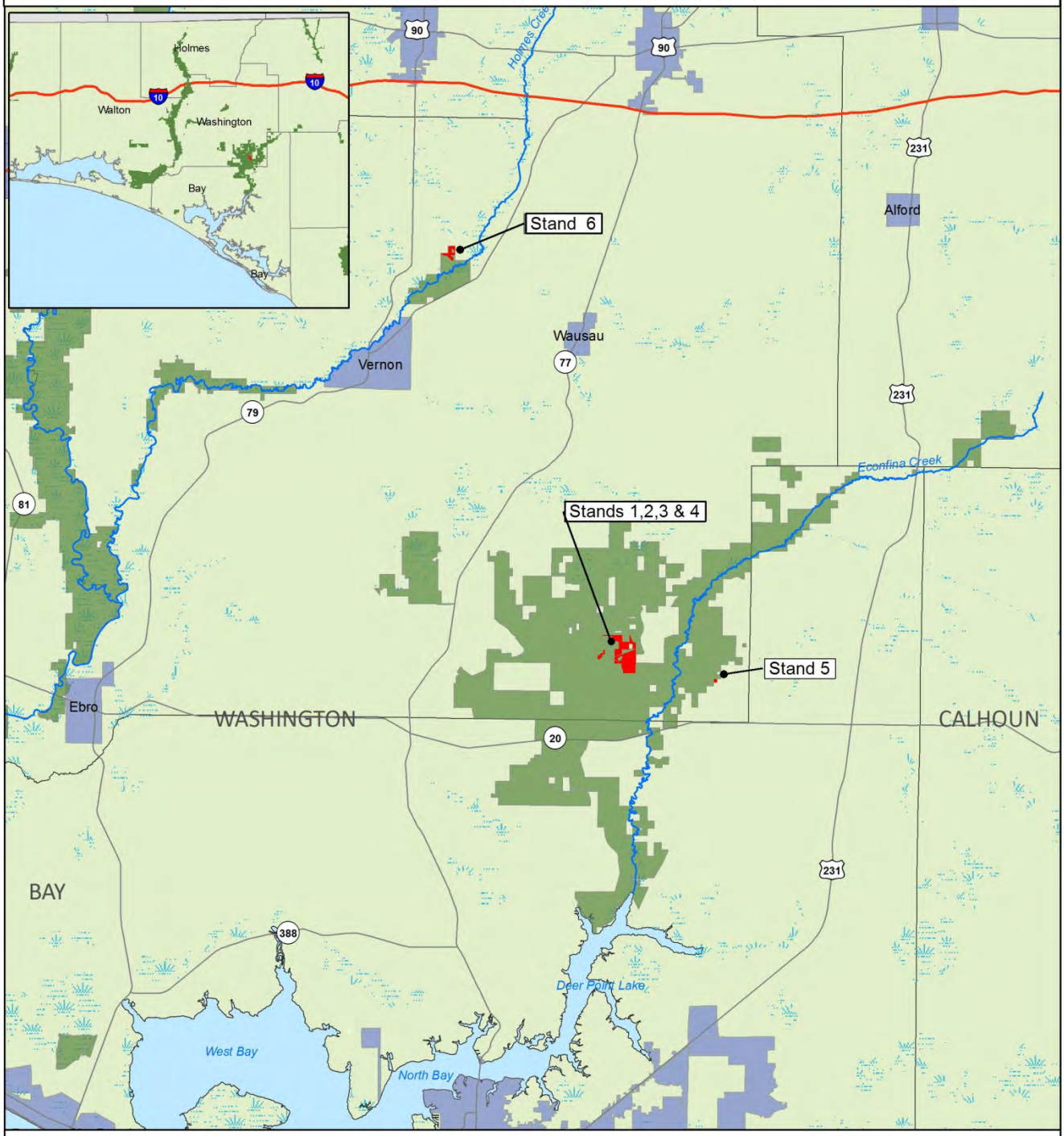
Exhibit Map A



Stands

District Lands

General Location Map
2018 Sand Pine & Hardwood Eradication Project
Econfina Creek and Choctawhatchee River
Water Management Area
Washington, Florida

0 3 6 12 Miles

N

Exhibit Map B

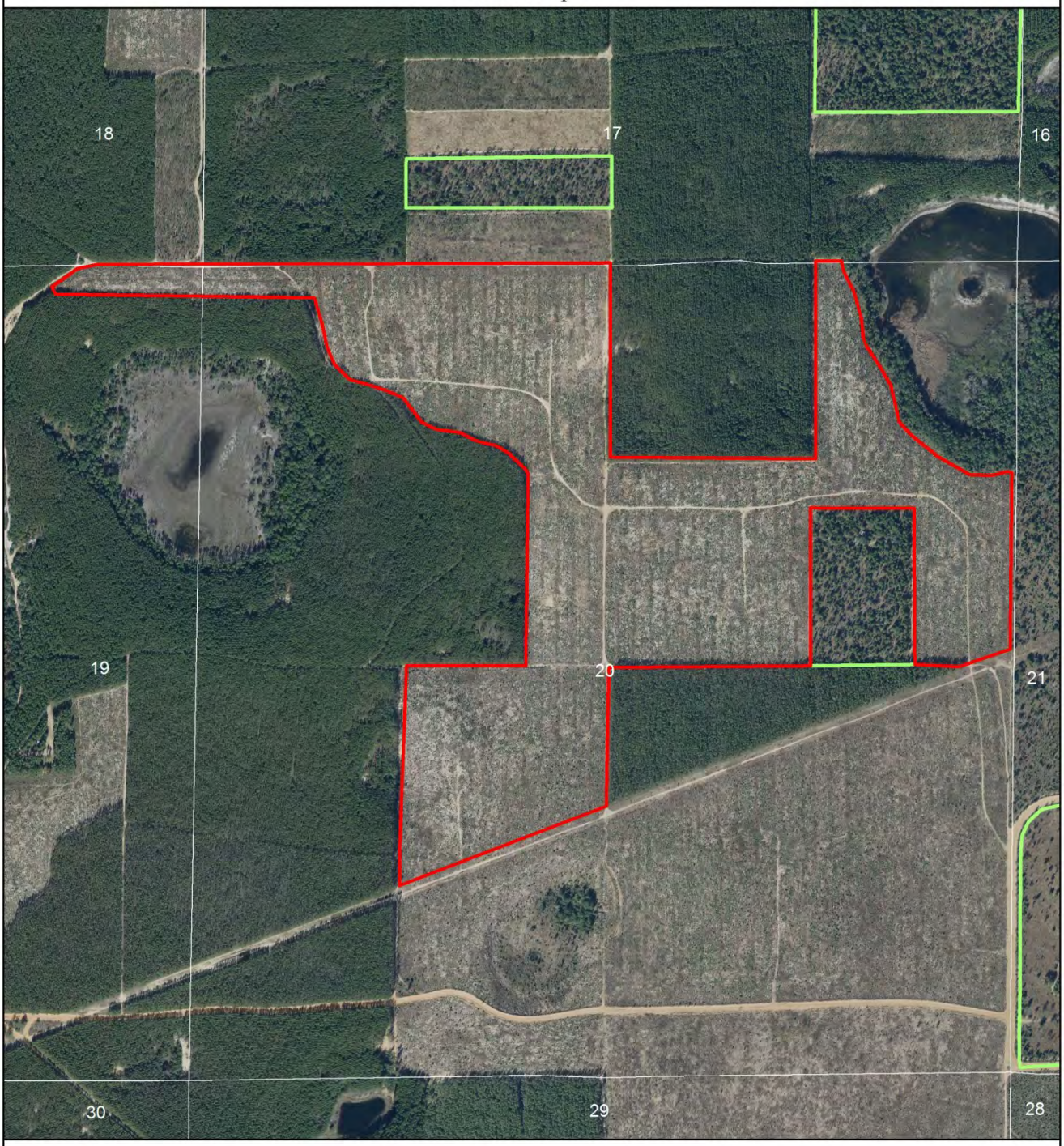
General Location Map
2018 Sand Pine & Hardwood Eradication Project
Perdido River Water Management Area
Escambia County, Florida

Stands
District Lands

0 1 2 4 Miles

N

Exhibit Map 1



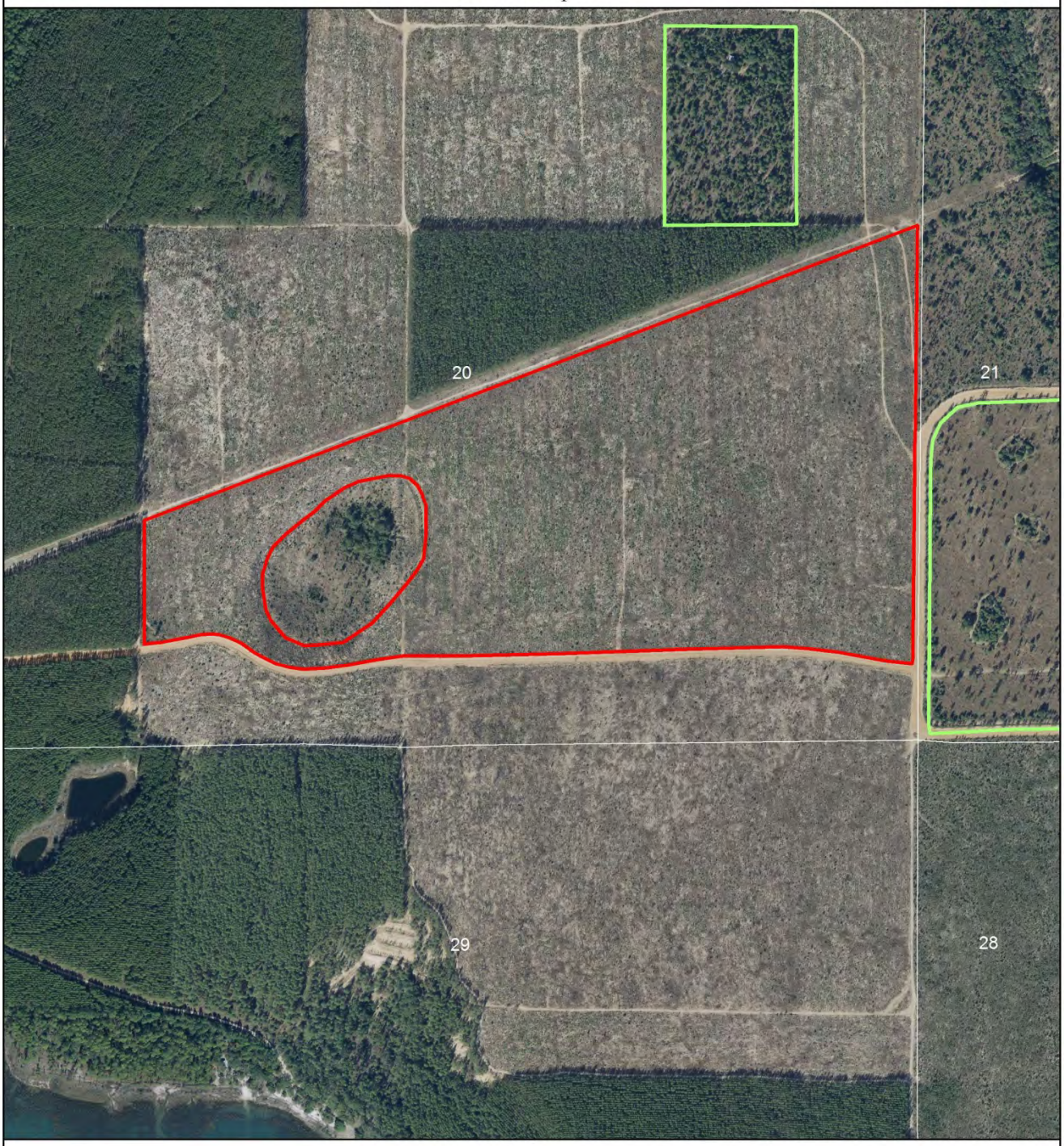
2018 Sand Pine & Hardwood Eradication
Stand 1 - Bee Coate
Econfina Creek Water Management Area
Sections 19 & 20; T1N; R13W, Washington County, Florida
247 Acres at 644 TPA

Stand 1
District Lands

0 0.075 0.15 0.3 Miles

N

Exhibit Map 2



Stand 2

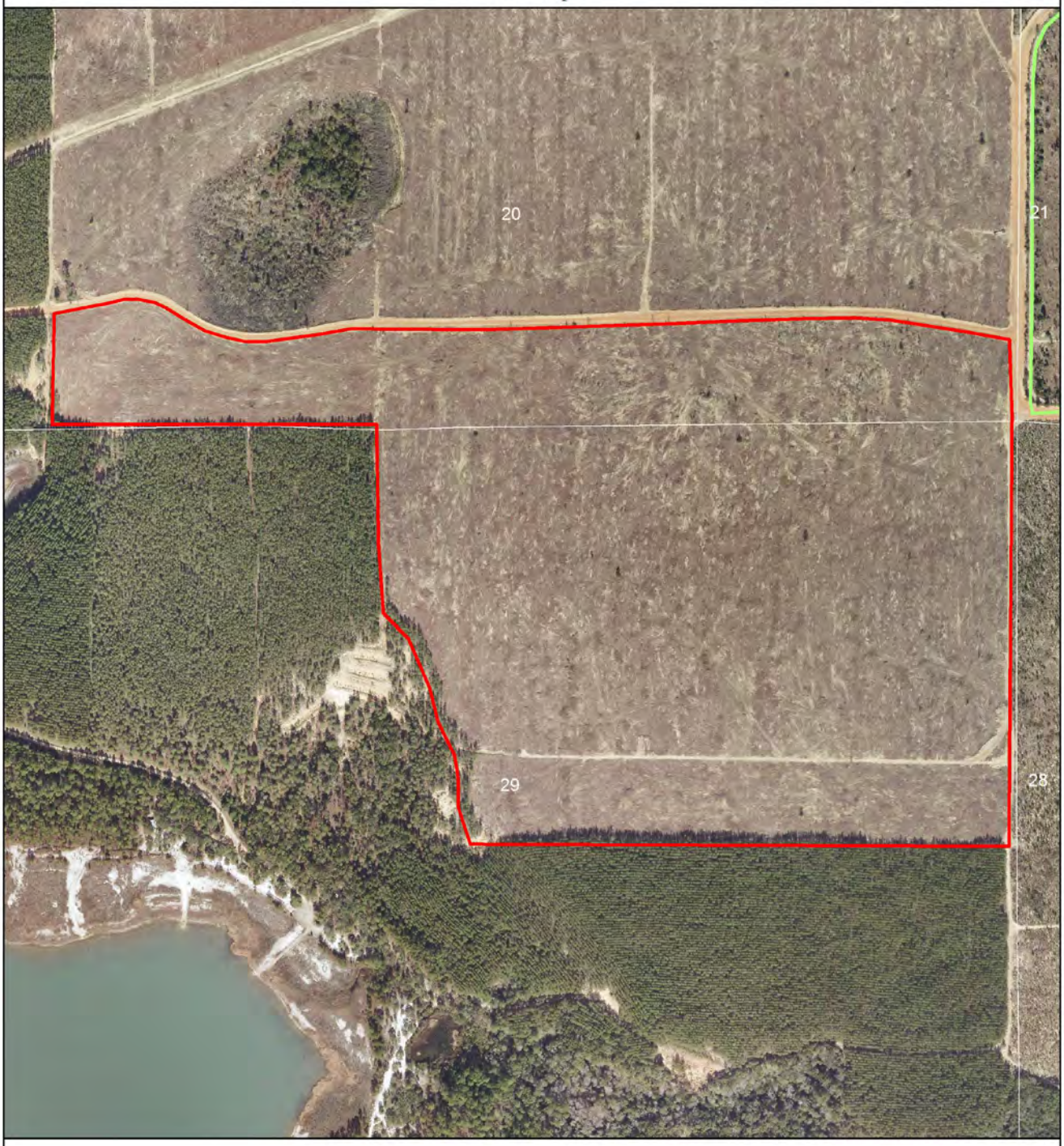
District Lands

2018 Sand Pine & Hardwood Eradication
Stand 2- Greenhead North
Econfina Creek Water Management Area
Section 20; T1N; R13W
Washington County, Florida
161 Acres at 667 TPA

0 0.05 0.1 0.2 Miles

N

Exhibit Map 3



Stand 3

District Lands

2018 Sand Pine & Hardwood Eradication
Stand 3- Greenhead South
Econfina Creek Water Management Area
Sections 20 & 29 ; T1N; R13W, Washington County, Florida
185 Acres at 369 TPA

0 0.045 0.09 0.18 Miles

N

Exhibit Map 4

Stand 4

District Lands

2018 Sand Pine & Hardwood Eradication
Stand 4- Pine Ridge
Econfina Creek Water Management Area
Section 19; T1N; R13W
Washington County, Florida
25 Acres at 1301 TPA

0 0.0175 0.035 0.07 Miles

N

Exhibit Map 5

Stand 5

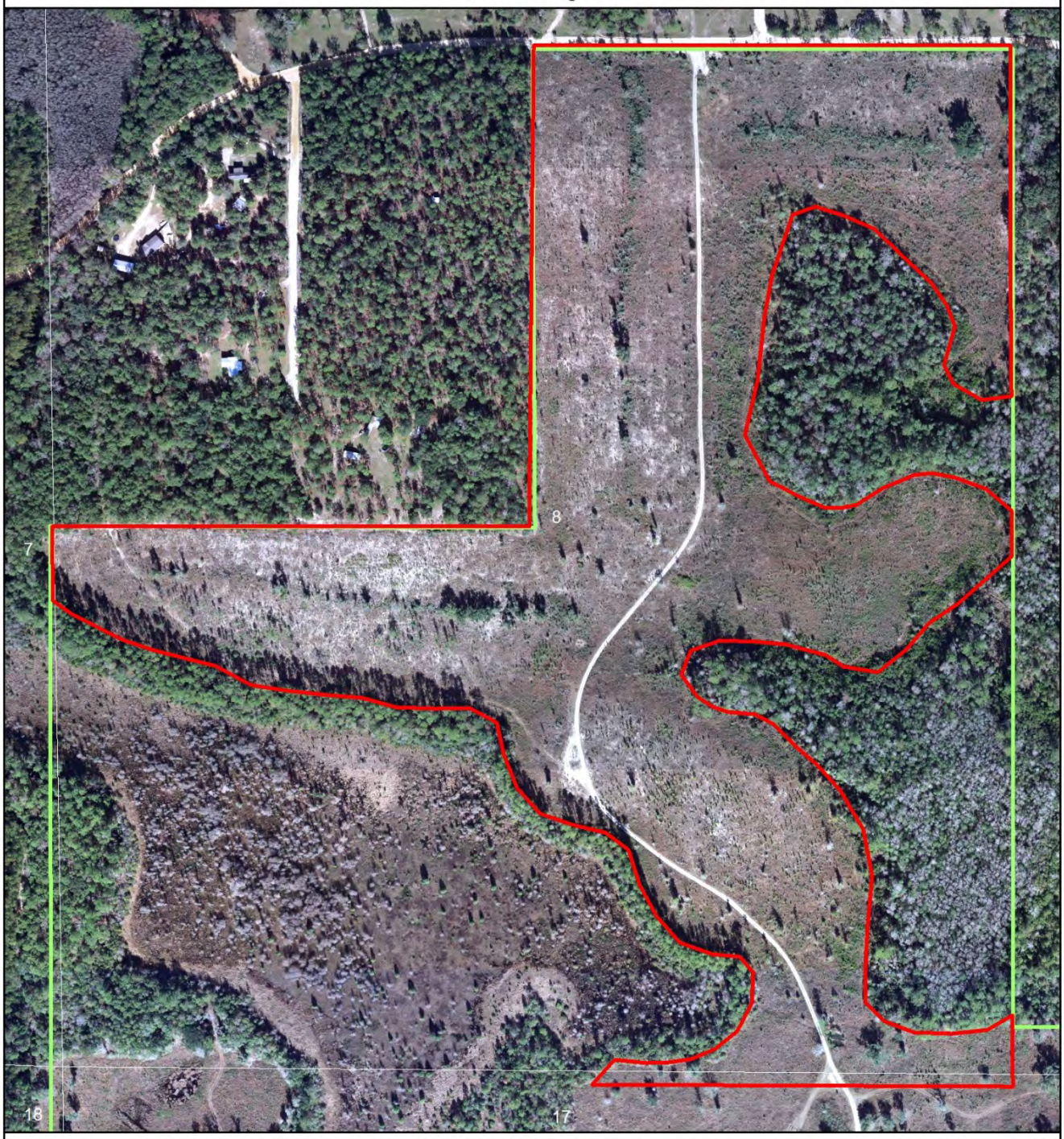
District Lands

2018 Sand Pine & Hardwood Eradication
Stand 5- Libby
Econfina Creek Water Management Area
Section 26; T1N; R13W, Washington County, Florida
10 Acres at 133 TPA

0 0.0275 0.055 0.11 Miles

N

Exhibit Map 6



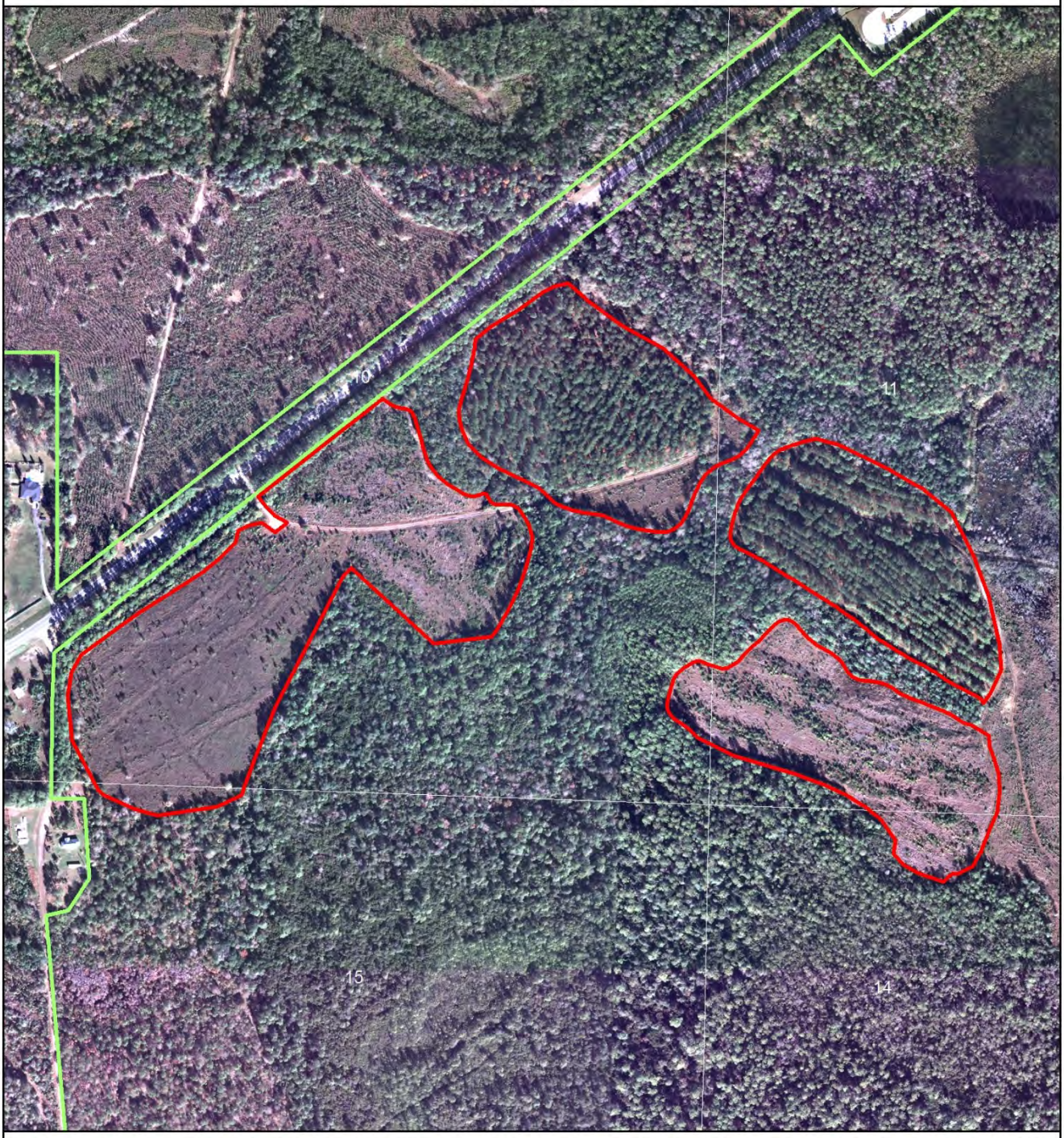
2018 Sand Pine & Hardwood Eradication Project
Stand 6 - Plum Creek
Choctawhatchee and Holmes Creek Water Management Area
Sections 8; T3N, R14W
Washington County, Florida
68 Acres at 3,160 Stems Per Acre

Stand 6
District Lands

0 0.05 0.1 0.2 Miles

N

Exhibit Map 7



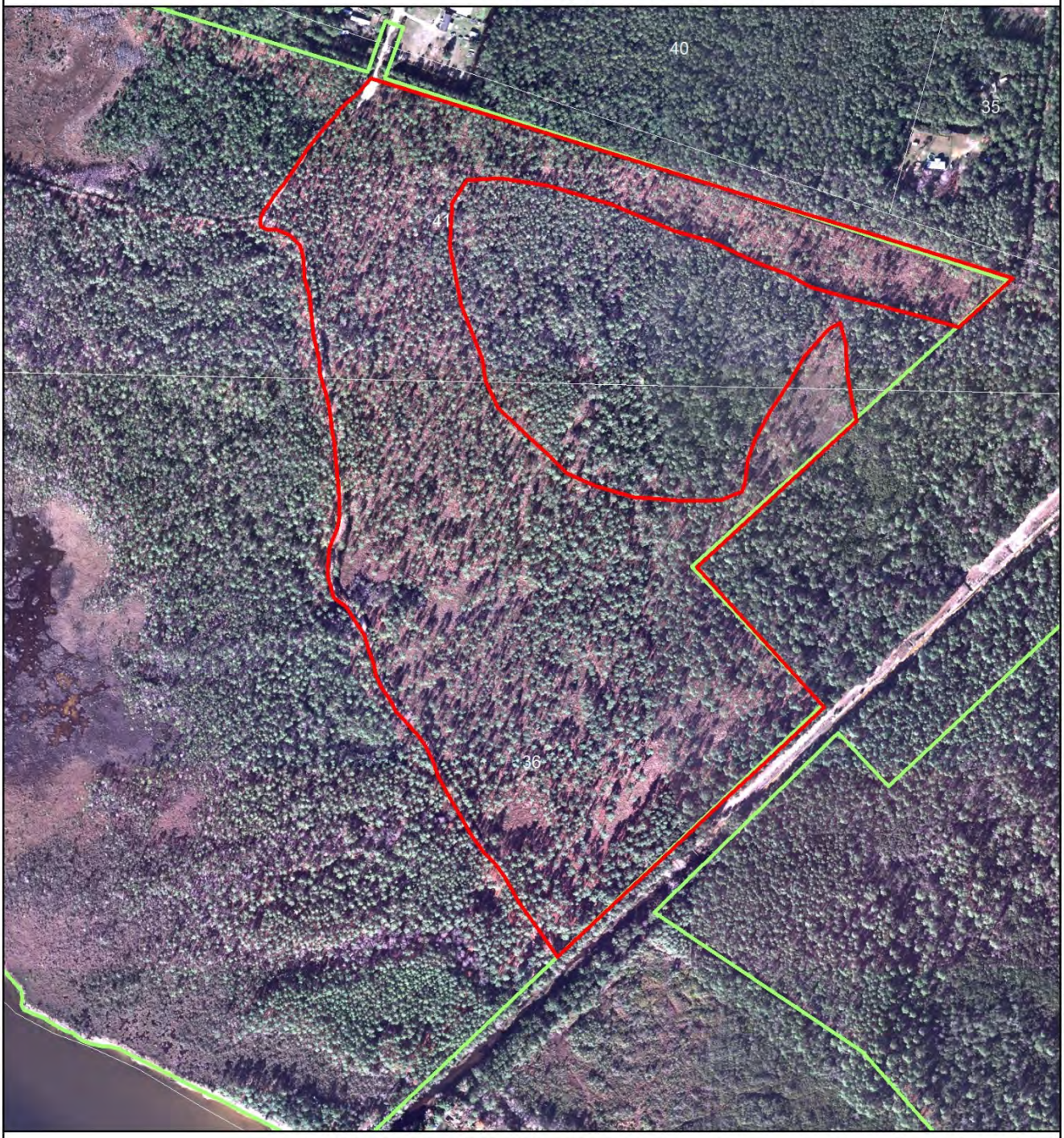
2018 Sand Pine & Hardwood Eradication Project
Stand 7 - Perdido II
Perdido Water Management Area
Sections 10, 11, & 14; T1S, R32W
Escambia County, Florida
49 Acres at 3,558 Stems Per Acre

Stand 7
District Lands

0 0.05 0.1 0.2 Miles

N

Exhibit Map 8



2018 Sand Pine & Hardwood Eradication Project
Stand 8 - Dutex
Perdido Water Management Area
Sections 36 & 41; T1S, R31W
Escambia County, Florida
69 Acres at 3,450 Stems Per Acre

Stand 8
District Lands

0 0.05 0.1 0.2 Miles

N

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

VENDOR REGISTRATION FORM

Vendor Information (Please type or print clearly)

Date:_____ FEID or SS Number_____

E-mail Address (if applicable):_____

Vendor Name:_____

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

City:_____ State:_____ Zip:_____

Remittance
Address:_____
(If different from mailing address)

Contact Person:_____ Title _____

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

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

Non-Minority Business Classification	Certified Minority Business Enterprise	Non-Certified Minority Business Enterprise	Non-Profit Organization
A___Non-Minority	H___African American	N___African American	S___51% or more Minority Board of Directors
B___Small Business-State*	I___Hispanic	O___Hispanic	T___51% or more Minority Officers
C___Small Business-Federal	J___Asian/Hawaiian	P___Asian/Hawaiian	U___51% or more Minority community Served
E___Governmental Agency	K___Native American	Q___Native American	V___Other Non-Profit
G___P.R.I.D.E.	M___American Woman	R___American Woman	

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

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

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

_____ _____
Signature Date

_____
Name and Title (Printed or Typed)

NWFWMD FORM 14
7-19-01 HB

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

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; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ 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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 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 on page 3.

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

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

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?* on page 2.

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?* on page 2 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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, 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 28% 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 Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on 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), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.