INVITATION TO BID

DEVILS SWAMP NORTH 2019 THINNING TIMBER SALE

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

(BID NUMBER 19B-008)

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. ET opening time on July 30, 2019 to conduct a pine timber thinning harvest on a per ton basis (approximately 629 acres) located in Walton County, Florida.

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, or visiting the District's website at www.nwfwater.com or the state Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_www.main_menu .

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 Purchaser, 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 instructions for the submission of bids for the project entitled:

DEVILS SWAMP NORTH 2019 THINNING TIMBER SALE

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. ET ON JULY 30, 2019

1-4 INVITATION TO BID

The District solicits offers for the services of responsible bidders to conduct pine timber harvesting operations to thin slash and loblolly pine timber stands, totaling approximately 629 acres. The selected Purchaser will be required to conduct “third row select” pine thinning timber harvests, and pay the District an agreed upon per ton price for each specified pine timber product.

1-5 CONTRACT AWARDS

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

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

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

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

Notice of a contract award shall be posted on the District's website at www.nwfwater.com and the state Vendor Bid System website at http://www.myflorida.com/apps/vbs/vbs_www.main_menu . Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes.

1-6 DEVELOPMENT COSTS

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

1-7 INQUIRIES

The District encourages interested parties to contact the District to discuss this Invitation to Bid. Tyler Macmillan, Chief, Bureau of Land Management Operations, 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. ET on July 19, 2019. The District will provide written answers to substantive questions on the District's website at www.nwfwater.com and post the written answers to substantive questions on the state's Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_www.main_menu .

1-8 TIMETABLE

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

A. On June 26, 2019, the District issues the Invitation to Bid.

B. From June 26, 2019, to 5:00 P.M. ET on July 19, 2019, 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's Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_www.main_menu. Any substantive questions received regarding this solicitation after 5:00 P.M. ET on July 19, 2019 will not be answered.

C. The District must receive the bids by the 2:30 P.M. ET opening time on July 30, 2019.

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

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify bidders of all changes in scheduled dates by posting a notice on the District's website at www.nwfwater.com and the state's Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_www.main_menu .

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 19B-008 TO BE OPENED JULY 30, 2019, AT 2:30 P.M. ET AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."**

THE ENVELOPE SHALL ALSO INCLUDE THE BIDDER'S NAME AND RETURN ADDRESS. ENVELOPES RECEIVED BUT NOT PROPERLY MARKED WILL NOT BE CONSIDERED.

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

THE DISTRICT MUST RECEIVE ALL BIDS BY 2:30 P.M. ET ON JULY 30, 2019

Bids received after the established deadline will not be considered. The District cautions bidders to assure actual delivery of mailed or hand delivered bids directly to the District's Division of Administration prior to the deadline set for opening bids. Bidders are also cautioned that the District usually does not receive U.S. mail delivery until after 2:30 P.M. ET each day; any bids received by mail after 2:30 P.M. ET on July 30, 2019, 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 bond in the form of a company check, cashier's check, money order, or surety bond in the amount of equal to 10 percent (10%) of the Estimated Sale Value. The selected bidder's deposit shall be converted to a security deposit and will be subject to provisions contained within the agreement. The bid deposit or bond may be returned to the unsuccessful bidders upon completion of the bid opening or after the award of the contract by the Northwest Florida Water Management District to the successful bidder. All checks must be made out to the "Northwest Florida Water Management District" except cashier's checks from bidders wishing to have their bid bond check returned immediately after the bid opening, who may make their cashier's check out as follows: "Northwest Florida Water Management District or <**insert your company name here**>". This type of check must include **both** the name of the District **and** the name of the company, **separated by the word "or"**.

By submitting a bid, the successful bidder agrees that the Bid Bond is the agreed upon amount of liquidated damages payable to the Northwest Florida Water Management District for failure to sign the Timber Sale Agreement within the specified time period.

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 bid at the time it is submitted to the District.** Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the 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 Finance Office at (850) 539-5999.

1-14 ORAL PRESENTATIONS

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

1-15 NEWS RELEASES

The bidder 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, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1-18 DISCRIMINATORY VENDOR LIST

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

1-19 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 executive 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.

1-20 INSPECTOR GENERAL COOPERATION

The bidder 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."

PART II - SCOPE OF SERVICES

Please see the attached draft Devils Swamp North 2019 Thinning Timber Sale Agreement for the complete Scope of Services, including all required operations, timber sale locations, specifications, schedules, instructions, and terms and conditions.

PART III - INSTRUCTIONS FOR PREPARING BIDS

3-1 RULES FOR BIDS

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

B. All timber will be sold on a per unit basis. Bids must be submitted on the attached bid form stating the price per ton for the designated timber product class. The actual net weight reflected on scale tickets will be the amount to be paid to the District for each ton of timber harvested.

C. A timber volume estimate by product class for the Devils Swamp North 2019 Thinning Timber Sale is included for your information. **The District does not guarantee this information.** It is the Purchaser's responsibility to inspect all areas to ascertain the quantity, quality, and estimated value of the specified timber to be harvested. If assistance with access to the site is required, please contact Tyler Macmillan at 850-539-5999 or Mark Herndon at 850-722-9919.

D. No minimum acceptable bid is published for this pine timber thinning harvest project.

E. Bids must be submitted on the attached District Bid Sheet Form and be accompanied by a Bid Bond (company check, cashier's check, money order, or surety bond) in the amount specified on the Bid Sheet. The per ton bid amounts must be plainly written or typed and the Bidder's signature is required. Other information to be completed on the Bid Sheet form includes the Bidder's name and title, date, company name, address, phone number, and FEID number. The District reserves the right to reject any bid that is not complete or contains invalid information.

F. One copy of each bid must be submitted in a sealed opaque envelope. A bid consists of the completed Bid Sheet and Bidder Acknowledgment form (Section 5-1, Page 13 and 14). The face of the envelope shall state in capital letters:

   "SEALED BID ON BID NUMBER 19B-008 TO BE OPENED JULY 30, 2019, AT 2:30 P.M. ET AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."

   THE ENVELOPE SHALL ALSO INCLUDE THE RESPONDENT'S NAME AND RETURN ADDRESS. ENVELOPES NOT PROPERLY MARKED WILL NOT BE CONSIDERED.

G. The selected bidder must sign the Devils Swamp North 2019 Thinning Timber Sale Agreement **within 15 calendar days** after notification of bid acceptance by the District. The security deposit furnished by the Purchaser shall provide proper protection to the District. The security deposit shall be returned to Purchaser at the termination of the Agreement provided all of its terms have been complied with to the satisfaction of the District.

   If a Surety Bond is used, such bond shall include a provision whereby the Surety Company waives notice of any alteration or extension of times made by the District. The bond will remain

in force beyond the initial period of the Agreement in accordance with any extensions granted by the District for cause.

H. Payments to the District for the timber will be made on a weekly basis for the number of tons represented on weight scale tickets and a daily logging ledger while the logging operation is in progress. **During all timber harvesting operations, the Purchaser will be required to submit weekly records for all timber removed.**

I. The length of the Devils Swamp North 2019 Thinning Timber Sale Agreement shall be no more than 548 days (18 months) after the date of Agreement execution. Extensions will be considered by the District only when Acts of God or other extreme contingencies beyond the control of Purchaser prevent Purchaser from completing the harvesting operation during the designated time the Agreement is in effect. Extensions may be considered by the District in the event of extended periods of continuous site saturation. Timber market price fluctuations, mill closures, mill quotas, mill limits, and any other timber marketing conditions or issues **are not conditions** that warrant or justify harvest schedule extensions.

J. As the best interest of the District may require, the right is reserved to reject any and all bids and to waive any irregularity in bids received.

K. All checks must be made payable to the Northwest Florida Water Management District except cashier's checks as described in 1-11.

L. The draft Agreement that will be used for this pine timber harvesting project is attached for your information and review. Bidders should carefully examine both the draft Agreement and the sale unit locations before placing a bid. If this "Invitation to Bid" contradicts the sale Agreement, the Agreement governs.

3-2 BID DELIVERY RESPONSIBILITIES

It is the bidder's responsibility to ensure that the bid is delivered at the proper time and place of the opening. Bids, which for any reason, are not so delivered shall not be considered. Bids by telegram, telephone, email or fax will not be acceptable. The Northwest Florida Water Management District is located in the Eastern Time Zone, approximately ten (10) miles west of Tallahassee on U.S. Highway 90. Please be advised that mail delivery to the District is not always by 2:30 P.M. ET.

3-3 DISTRICT FORMS

All bids shall be submitted on forms supplied by the Northwest Florida Water Management District (Section 5-1, Page 13, Bidder Acknowledgment, and Section 5-2, Page 14, Bid Sheet).

3-4 CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statues. All respondents shall disclose with their bid 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 respondents 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 respondent's firm, subsidiaries, or branches.

3-5 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.

3-6 TRANSPORTATION

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

3-7 TIE BIDS

When two or more bids or proposals are tied, a tie will be broken by the respondent earning the most points from the following, each being assigned one point: (1) compliance with s. 287.057(11), F.S., as a certified minority business enterprise; (2) compliance with s. 295.187(4), F.S., as a certified veteran's business enterprise; and (3) compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program.

3-8 VENDOR CHECKLIST

Please review the checklist for this bid (ITB 19B-008), 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 included the bid bond as discussed in Section 1-11 on page 6?

☐ Have you signed the Bid Sheet and Bidder Acknowledgment form on pages 13 and 14 and included these pages in your bid submittal package?

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

☐ Have you selected the method of shipping that will ensure that 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 and included them in your package (if not already on file with the District)?

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

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

PART IV - EVALUATION OF BIDS

4-1 EVALUATION CRITERIA

Evaluation of the bid materials will be carried out by staff of the Northwest Florida Water Management District using the criteria listed below:

The bid will be awarded to the Purchaser who submits the highest Estimated Sale Value bid for the DEVILS SWAMP NORTH 2019 THINNING TIMBER SALE.

PART V - BID FORMS

5-1 BID SHEET AND BIDDER ACKNOWLEDGMENT (19B-008)

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
DEVILS SWAMP NORTH 2019 THINNING TIMBER SALE
BID NUMBER 19B-008

In reference to the above captioned timber sale, the undersigned offers to purchase and cut all designated timber to the specifications as stated in this Invitation To Bid and pay the price **per ton as designated below**:

Product	Estimated Total Tons*	Bid Price/Ton	Estimated Product Value (for Bid Comparison)*
Pine Pulpwood	6,802	$ /ton	$
Pine Chip-N-Saw	3,027	$ /ton	$
Pine Saw Timber	2,422	$ /ton	$
		Estimated Sale Value*	**$**

* *These figures are to be used for bid evaluation and comparison purposes only. Payments to the District will be made on a measured per ton basis.*

The Bidder must include with this bid a bid bond/security deposit equal to 10 percent (10%) of the Estimated Sale Value (in the form of a company check, cashier's check, money order, or surety bond). **By submitting a bid, the successful bidder agrees that the Bid Bond is the agreed upon amount of liquidated damages payable to the Northwest Florida Water Management District for failure to sign the Timber Sale Agreement within the specified time period.**

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

I, the undersigned, having read Parts I through VI of this Invitation to Bid, BID NUMBER 19B-008, and the attached draft *"Devils Swamp North 2019 Thinning Timber Sale 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.

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 Section 1-20 above.

5-2 BID SHEET AND BIDDER ACKNOWLEDGMENT (19B-008) (continued)

Authorized Bidder Signature	Bidder Title
Bidder Name (Print or Type)	Company Name
Date	Address
Area Code Telephone Number	City State Zip
E-mail Address	Federal Employers Identification (FEID#) (Use SS # if no FEID #)

(The area below this line is to be completed by NWFWMD Agency Clerk only.)

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

Agency Clerk
Northwest Florida Water Management District

PART VI

6-1 DRAFT DEVILS SWAMP NORTH 2019 THINNING TIMBER SALE AGREEMENT

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

Estimated Timber Weight

Devils Swamp North 2019 Thinning Timber Sale

629 Acres

PRODUCT	TONS [2]
Pine Pulpwood [1]	6,802
Pine Chip-N-Saw [1]	3,027
Pine Saw Timber [1]	2,422
TOTAL TONS	**12,251**

[1] *Merchantable timber from the thinning harvest consists of slash and loblolly pine.*

[2] *The timber cruise was performed in February 2015.*

<u>The District does NOT guarantee this information.</u>

NORTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

DEVILS SWAMP NORTH 2019
THINNING TIMBER SALE AGREEMENT

AGREEMENT NO. 19-XXX

This Agreement (hereinafter called the "Agreement") is made this ____ day of _____, 2019 by and between the Northwest Florida Water Management District (hereinafter called the "DISTRICT"), and <Insert Company Name> (hereinafter called the "PURCHASER"). The DISTRICT and the PURCHASER agree as set forth below:

Preamble

For and in consideration of the promises and agreements hereinafter contained, the DISTRICT agrees to sell and permit the PURCHASER to harvest, and the PURCHASER agrees to purchase, harvest and remove such cut timber specified in this Agreement, subject to the Agreement provisions hereof.

ARTICLE 1

Contract Documents

The contract documents which make up this Agreement consists of this Agreement document, Exhibit maps, Invitation to Bid No. 19B-008, technical specifications, all addenda issued prior to the execution of this Agreement, the bid submitted by the PURCHASER, 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 sale shall be known as the **DEVILS SWAMP NORTH 2019 THINNING TIMBER SALE.**

B. This sale area of 629 acres more or less, within lands owned by the DISTRICT, is located in the following areas and consists of the following approximate acreages:

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STAND NUMBER	COUNTY	SECTION; TOWNSHIP; RANGE	ACRES
118023	Walton	S 28,29; T2N, R18	90
118024	Walton	S 28,29; T2N, R18W	10
118025	Walton	S 20,21,28,29; T2N, R18W	41
118026	Walton	S 21; T2N, R18W	10
118028	Walton	S 21,28; T2N, R18W	39
118029	Walton	S 21,28; T2N, R18W	100
118030	Walton	S 20; T2N, R18W	65
118031	Walton	S 20,29; T2N, R18W	61
118036	Walton	S29; T2N, R18W	18
110038	Walton	S 29,30; T2N,18W	124
118054	Walton	S 20,29; T2N, R18W	71
		TOTAL	**629**

ARTICLE 3

Insurance

The PURCHASER shall be insured as follows: General Liability, with limits not less than $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

Terms of Agreement

The overall terms of this Agreement and the terms for which the parties hereto are bound shall be for 548 days, beginning upon agreement execution/notice to proceed and ending 548 days thereafter. Extensions will be considered only when Acts of God or other extreme contingencies beyond the control of the PURCHASER prevent this time schedule from being followed. The granting of extensions of time shall be in the sole discretion of the DISTRICT. Requests for extensions must be made by the PURCHASER, in writing, at least fifteen (15) days prior to the Agreement termination with the reasons for the request stated therein. Timber market price

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fluctuations, mill closures, mill quotas, mill limits, and any other timber marketing conditions or issues are not conditions that warrant or justify schedule extensions.

ARTICLE 5

Technical Specifications

The PURCHASER hereby agrees to conduct harvesting operations to cut and remove all timber as delineated in Article 2, A. and B., in accordance with the specifications below.

A. REQUIRED OPERATIONS/SALE UNIT DESCRIPTIONS

The PURCHASER will conduct **"third row/select"** thinning harvest operations on the stands listed below. The harvest site location in Walton County, Florida is described in Article 2.B. and the harvest stands are delineated on Exhibit Map A and Exhibit Map 1 (attached).

STAND NUMBER	HARVEST METHOD	ACRES	SPECIES	AGE
118023	Third Row/Select	90	Slash	30
118024	Third Row/Select	10	Slash	30
118025	Third Row/Select	41	Slash	20
118026	Third Row/Select	10	Slash	19
118028	Third Row/Select	39	Slash	32
118029	Third Row/Select	100	Slash	32
118030	Third Row/Select	65	Loblolly	48
118031	Third Row/Select	61	Slash	37
118036	Third Row/Select	18	Slash	29
110038	Third Row/Select	124	Slash	37
118054	Third Row/Select	71	Slash	37
		629		

B. GENERAL INSTRUCTIONS

A "third-row/select" thinning harvest regime is proposed for these stands totaling 629 acres. Every third row will be harvested and select trees in the two remaining rows will be harvested. Select trees cut from the remaining rows will be the crowded, slower growth, smaller, malformed, or diseased trees. **The PURCHASER must employ loggers who are capable of implementing the selection criteria**. The Target Basal area desired, and trees per acre desired for each stand after thinning, are listed in the table below:

Stand Number	Acres	Basal Area Desired (ft^2/ac.)	Trees/Acre Desired
118023	90	40	122
118024	10	40	108
118025	41	40	61
118026	10	40	85
118028	39	40	87
118029	100	40	79
118030	65	40	25
118031	61	40	57
118036	18	40	94
118038	124	20	36
118054	71	40	79
	629		

The PURCHASHER is responsible for overseeing and monitoring harvest operations to ensure that the residual basal area and residual number of trees per acre fall within the ranges specified above. DISTRICT staff will perform contract compliance inspections but will not be responsible for logger training, harvest check plots and harvest strategy adjustment.

Trees within the harvest stand are not marked. A mandatory pre-harvest meeting will be required for each area to assess site conditions and determine which rows will be the "take-out" rows.

C. HARVESTING OPERATIONS

1. The PURCHASER must exercise care to prevent damage to all residual trees located within the pine timber thinning harvest stands. Special care shall be given to prevent any damage to any longleaf trees not designated for harvest by the DISTRICT.

2. The PURCHASER or his representative must have a conference with the DISTRICT Project Manager, Mr. Eric Toole or his representative (hereinafter collectively called the "Project Manager") before harvesting begins. This conference is to provide each party an opportunity to discuss the details of the Agreement, logging plans, gate control, roads to be used for access, hauling, and other matters pertinent to the sale.

3. Stumps shall be cut as close to the ground as possible and shall not be higher than six inches (6") above the ground except where otherwise authorized by the Project Manager.

4. Title to all designated trees left standing and all portions of trees felled but not utilized prior to the expiration of this Agreement, or any extensions thereof, shall remain with the DISTRICT.

5. All other timber in the Agreement area not designated in accordance with Article 5 is excluded from this sale. All dead stump wood and lightwood in the Agreement area is also excluded from this sale.

6. No tops, limbs or butts shall be left within three feet (3') of living trees. All "lodged" trees shall be freed and removed the same day such "lodging" occurs.

7. Due care shall be exercised against starting and spreading fires during the cutting operations by PURCHASER and/or its employees and subcontractors. The PURCHASER shall be held liable for all damages caused by such fires.

8. All utility lines, ditches and fences located within or immediately outside the exterior boundaries of the sale area shall be protected from damage by logging operations; and if damaged, shall be repaired immediately by and at the expense of the PURCHASER. The Project Manager may require the PURCHASER to move fences from one location to another without compensation, if in the Project Manager's judgment that fence movement is necessary to avoid risk or damage from logging operations.

9. The Project Manager or his representative shall approve or designate the location of all loading ramps. Loading of log trucks is not permitted on paved or graded roads. The DISTRICT reserves the right to designate location of skid trails. All skid roads shall be located to avoid damage to residual trees, reproduction, soil, wetlands, streams and lakes, and shall be prohibited within sensitive areas. The Project Manager will inspect each sale unit location to identify and determine any sensitive areas that may be excluded as a skid trail.

10. Skidding trees down roads, trails, (especially designated recreational trails that traverse stand areas) and fire lines is prohibited. These areas will also be kept free of logs, tops, brush, and debris resulting from the PURCHASER's operations hereunder, and any road, trail, designated recreational trail, or firebreak used by the PURCHASER in connection with this sale that is damaged beyond ordinary wear and tear by the PURCHASER and/or the PURCHASER's employees' use, shall be repaired promptly by the PURCHASER at the PURCHASER's expense to original conditions. ONLY DRY WEATHER LOGGING WILL BE PERMITTED. The DISTRICT retains the right to close down timber sale operations in inclement weather if logging damage to roads or to the sale area is deemed by the Project Manager to be too severe.

    The PURCHASER shall also protect from damage all painted boundary trees.

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11. When the PURCHASER deems it necessary to mark any trees in this sale for product designation or any other purpose, it will not use the same color of flagging and/or paint as that used by the DISTRICT.

12. Standing timber not included in the designated timber sale unit locations under the terms of this Agreement will not be used in any manner to facilitate the PURCHASER's logging operations.

13. The decision of the DISTRICT shall be final in the interpretation of the regulations and provisions governing the sale, cutting and removal of timber covered by this Agreement.

14. The PURCHASER shall be responsible for seeing that the logging area, particularly around the loading ramps, shall be free from any litter, such as oil cans, drums, paper, and other refuse. If such refuse is not disposed of during the process of the logging operation, it will be the responsibility of the PURCHASER to see that the area is cleaned up upon completion of logging activities.

15. The PURCHASER shall notify the Project Manager at least two (2) working days prior to completion of harvesting operations on **each** unit so a compliance inspection can be conducted.

16. All operations on the sale area may be suspended by the Project Manager after written notice has been served on the PURCHASER if the conditions and requirements contained in this Agreement are disregarded. Failure to comply with any of the conditions and requirements of this Agreement shall be sufficient cause for termination of this Agreement and the cancellation of all agreements for other uses of DISTRICT-owned lands.

17. The PURCHASER agrees to have a representative to provide routine onsite supervision of the harvesting operation that has completed the Florida Master Logger training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative. This person will maintain such training certification as long as this Agreement is in effect. This representative will schedule weekly on site cutting inspection visits to the harvesting operation in conjunction with the Project Manager to assure compliance with Florida's Best Management Practices. The Master Logger shall be responsible for ensuring that all logger-select thinning is being performed in accordance with the specifications contained herein.

18. The PURCHASER must adhere to and implement all federal, state, and local environmental laws and regulations as well as any applicable best management practices (BMPs) for silvicultural operations as outlined in the latest version of the Florida Silviculture Best Management Practices Manual. The PURCHASER is responsible for securing any forestry authorizations that may be required under Chapter 40A-44, Florida Administrative Code, and/or any other local, state, or federal permit or authorization that may be required to conduct the harvest and timber removal operations.

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19. The PURCHASER shall accept roads in their present condition and accept responsibility and expenses for any improvements in roads necessary to cut, haul, and remove the timber. During the timber harvesting operations the PURCHASER shall maintain all roads in a usable condition, suitable for the vehicular traffic to which the road is normally subjected. The PURCHASER is solely responsible for maintaining the sale roads and making them serviceable prior to logging, as approved by the DISTRICT. Rutted roads will be back bladed by the PURCHASER upon completion of harvest and when requested by the Project Manager during the harvest. The DISTRICT retains the right to close down the timber harvest operations in inclement weather if damage to roads is deemed by the Project Manager to be too severe.

20. Timber shall be merchandized to the following product specifications:

PRODUCT	DBH MIN. (INCHES)	DBH MAX. (INCHES)	TOP DIAMETER (INCHES)	MIN. LENGTH (FEET)
Pulpwood	4,6”		3.0”	16’
Chip-N-Saw	7.6”	10.5”	4.0”	25’
Sawtimber	10.6”		8.0”	16’

21. **The harvest area boundaries have been identified with pink flagging tape.** All longleaf pines are **excluded** from harvest.

22. The PURCHASER shall be responsible for ensuring that no piles of logging debris (tops, limbs, stumps, butts, etc.) are left in any of the logging areas or loading ramps. Logging debris may be removed or may be scattered throughout the sale areas, but shall not: be left in piles or large concentrations in any particular area; be left along the edges of stands; blocking roadways; blocking designated recreational trails; or piled close to remaining trees. Skidders or other equipment are not allowed to clear logging debris near de-limbers and loading ramps by plowing into the soil with blades.

23. Maintenance of equipment may be conducted on-site only if used oil, hydraulic oil and all other disposable products are captured and properly contained, removed from the site, and properly disposed of. All product containers are to be removed from the logging site, especially tubes from grease guns and oil/hydraulic fluid containers. Small oil leaks must be fixed. Petroleum-based fluid spills 5 (five) gallons or greater in a concentrated spot shall be reported to the DISTRICT and cleaned up properly. Spills that are 25 gallons or greater must be reported to the Florida Department of Environmental Protection (“DEP”) with a field inspection made by DEP, and the PURCHASER must handle such spills according to DEP instructions. Petroleum-based fluid spills smaller than 5 (five) gallons that occur from logging equipment must also be reported to the DISTRICT, treated with appropriate absorbent and/or other neutralizing agent, and followed by removal and proper disposal of affected soils. Spills must not be buried with soil and/or sand and left untreated. Equipment

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that constantly leaks fluid and/or causes other problems on site shall be shut down by a DISTRICT representative and the contractor may be required to remove the problem equipment from the site.

24. To minimize the possibility of transporting and spreading exotic plant species, harvesting, sorting and loading equipment and skidders must be cleaned of all dirt and plant material prior to moving onto DISTRICT land, prior to moving to a new harvest area, and again prior to departing the harvest area.

25. Gates/cables must be closed and locked at the end of each work day. A $50 penalty per day shall be paid by the PURCHASER for each occurrence of gates/cables left unlocked or open, or for unauthorized change of locks or access.

26. Hauling entry and exit points onto public roads will be specified by the Project Manager for each stand. The PURCHASER/Logger is required to provide and maintain a minimum of two (2) signs stating: "Trucks Entering and Leaving Highway" (or similar acceptable language), and place the signs in appropriate locations.

27. Gopher tortoises are a protected species and may be present within the harvest stand areas and in other areas throughout the property. Logging crews must prevent impacts to tortoises and their burrows by avoiding burrow aprons and tunnels and watching out for individual tortoises during all harvest operations. Gopher tortoises shall not be injured, captured, moved or removed from DISTRICT timber harvest areas.

C. <u>HARVEST SCHEDULE</u>

1. The PURCHASER must complete all pine thinning harvest operations within 548 days of Agreement execution.

ARTICLE 6

<u>Subcontracts</u>

The PURCHASER shall not subcontract, assign, or transfer any work under this Agreement without the written consent of the DISTRICT. Any subcontractors that may be employed by the PURCHASER and approved by the DISTRICT to perform timber harvesting operations must also adhere to all provisions of this Agreement.

ARTICLE 7

<u>Other Rights and Responsibilities</u>

A. The right of ingress, egress and regress is hereby granted to the PURCHASER for the duration of this Agreement. The DISTRICT reserves the right to regulate or prohibit ingress and egress and designate or approve the location of any new roads across and upon unit locations designated by the DISTRICT.

B. The PURCHASER, in exercising the rights herein granted, shall not in any way interfere with the use by the DISTRICT of said land or with the use by other lessees, licensees, contractors or agents of the DISTRICT of any portion of said land under rights heretofore or hereafter granted to them by the DISTRICT. This Agreement is subject to any such rights and to such easements as may exist over, upon or across the lands described herein.

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 Purchase Order/Scope of Work. The DISTRICT's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto.

B. If the CONTRACTOR shall fail to fulfill its obligations in a timely and proper manner under this Purchase Order/Scope of Work, or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this Purchase Order/Scope of Work, the DISTRICT shall have the right to terminate this Purchase Order/Scope of Work. 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 Purchase Order/Scope of Work, 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.

C. Termination for Convenience. The DISTRICT, by written notice to the CONTRACTOR, may terminate the Purchase Order/Scope of Work in whole or in part when the DISTRICT determines in its sole discretion that it is in the DISTRICT's interest to do so. The CONTRACTOR shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Purchase Order/Scope of Work, if any. The CONTRACTOR shall not be entitled to recover any cancellation charges or lost profits.

ARTICLE 9

Indemnification

The PURCHASER agrees to assume full responsibility and be liable for all damages to persons or property incurred in or resulting from the harvesting of timber; except to the extent such damages are due to the negligence or willful misconduct of the DISTRICT, or the DISTRICT'S representatives; and the PURCHASER 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

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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

Payments

A. The PURCHASER agrees to harvest and remove all timber included in this Agreement in strict accordance with all conditions and requirements contained herein.

B. The PURCHASER agrees to pay the DISTRICT $_____ per ton for all pine pulpwood, $_____ per ton for all pine chip-n-saw, $_____ per ton for all pine saw timber as described in ARTICLE 2, B.

The PURCHASER will submit weight scale tickets, a daily logging diary (see Exhibit A attached), and payment to the DISTRICT on a weekly basis, while the logging operation is in progress. Payment will be based on the total net weight for all scale tickets for all timber removed within a calendar week. A dated weight scale ticket from a state certified scale, which includes, gross, tare, and net weights must be presented for each load removed from the site and appearing on the logging diary. The logging diary will be inspected and verified by the DISTRICT staff throughout the logging operation. Scale tickets and diaries are due to the DISTRICT no later than Wednesday of the following week. No deductions will be allowed on scale tickets without approval in advance from the DISTRICT.

The PURCHASER will be provided with an adequate amount of three-part (District Copy/Driver Copy/Load Copy) NWFWMD Haul Tickets and weekly harvesting production ledgers for the sale by the Project Manager. Each load removed will have a NWFWMD Logging Haul Ticket assigned to that load. The District Copy will be handled as directed by the Project Manager. Each Driver Copy will be returned to the DISTRICT along with the corresponding market weight scale ticket for all loads removed during each week and with a check for the appropriate wood settlement payment within ten (10) days of the week of harvest. In addition, each wood settlement will have a copy of that harvesting operation's weekly production ledger attached. Each Load Copy will be attached to a log on the outer part of the load directly behind the driver.

In addition, upon Agreement execution, the PURCHASER shall furnish a company check, cashier's check, money order, or surety bond (the "security deposit" or "Surety Bond" as the case may be) to serve as a security deposit, in the amount of 10 percent (10%) of Estimated Sale Value, totaling $ *<insert amount here>* , the receipt of which is hereby acknowledged.

If a security deposit is provided by the PURCHASER, the security deposit shall be returned to PURCHASER at the termination of this Agreement provided all of its terms have been complied with to the satisfaction of the DISTRICT. This security deposit, furnished by PURCHASER, shall provide protection to the DISTRICT.

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If a Surety Bond is provided by the PURCHASER, it shall include a provision whereby the surety company waives notice of any alteration to this Agreement or extension of time made by the DISTRICT. The bond will remain in force beyond the initial period of the Agreement in accordance with any extension granted by the DISTRICT.

C. All monies deposited under this Agreement shall, upon failure of the PURCHASER to fulfill all conditions and requirements herein set forth or made a part hereof, be retained by the DISTRICT to be applied to the satisfaction of the PURCHASER'S obligation hereunder.

D. Title to all timber included in this Agreement shall remain with the DISTRICT until it has been paid for.

E. The DISTRICT may cancel this Agreement for refusal by the PURCHASER to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes.

ARTICLE 11

Penalties

A. Undesignated live or dead trees which are cut or otherwise injured by the PURCHASER'S operations shall be paid for by the PURCHASER at triple stumpage, based on a stump cruise by the DISTRICT, provided such payment shall not release the PURCHASER from liability for any damage accruing to the DISTRICT, other than for value of said trees. Triple stumpage is based on the selling price for this timber sale, as determined by the DISTRICT. The Project Manager will be the sole authority in determining the extent of trees qualifying as injured by the PURCHASER.

B. The Project Manager may, at his/her discretion, waive accidental damage to small amounts of excluded timber.

C. All telephone lines, ditches, fences, roads, trails, firelines, culverts, and other improvements shall be protected from damage by the PURCHASER'S activities. The determination of damage shall be made in the sole discretion of the DISTRICT, and the cost of any repair of such damage shall be deducted from the Surety Bond or security deposit held by the DISTRICT.

ARTICLE 12

Inspection and Value

The PURCHASER certifies that, in signing this Agreement, it has diligently inspected the sale unit locations and forest products which are subject to this Agreement and has informed and satisfied itself as to their quantity, quality, and specification as shown in the **Invitation to Bid** and value, all as to which the DISTRICT makes no representation.

ARTICLE 13

Environmental Laws and Regulations

The PURCHASER must adhere to and implement all federal, state, and local environmental laws and regulations as well as any applicable best management practices (BMP's) for silvicultural operations as outlined in the latest version of the Florida Silviculture Best Management Practices Manual. The PURCHASER is responsible for securing any forestry authorizations that may be required under Chapter 40A-44, Florida Administrative Code, and/or any other local, state, or federal permit or authorization that may be required to conduct the harvest and timber removal operations.

ARTICLE 14

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 15

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 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.

ARTICLE 16

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

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ARTICLE 17

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.

If the DISTRICT employs an attorney to enforce any provision of this Agreement, or incurs any other expense in connection with its enforcement, the PURCHASER shall reimburse the DISTRICT for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in negotiations, trial, appeal or otherwise.

ARTICLE 18

Agency Inspectors General

PURCHASER 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 19

Lobbying

As provided under Section 216.347, Florida Statutes, expenditure of DISTRICT grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

ARTICLE 20

Access to Records

A. The PURCHASER shall maintain books, records and documents directly pertinent to performance under this contract in accordance with generally accepted accounting principles consistently applied. The District, the State, auditor general or their authorized representatives shall have access to such records for audit purposes during the term of this contract and for five (5) years following contract completion.

B. The PURCHASER shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required by the District to perform the services under this agreement.

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C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the PURCHASER in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.

D. If the PURCHASER meets the definition of "**Contractor**" found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

1. A request to inspect or copy public records relating to this contract for services must be made directly to the District. If this District does not possess the requested records, the **Contractor** must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the PURCHASER fails to provide the public records to the District within a reasonable time, the PURCHASER may be subject to penalties under s. 119, F.S. or as otherwise provided by law.

2. Upon request from the District's custodian of public records, the PURCHASER shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.

3. The PURCHASER shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the PURCHASER does not transfer the records to the District.

4. Upon completion of the Agreement, the **PURCHASER** shall transfer, at no cost to the District, all public records in possession of **PURCHASER** or keep and maintain public records required by the District to perform the services under this Agreement. If the **PURCHASER** transfers all public records to the District, the **PURCHASER** shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the PURCHASER keeps and maintains public records upon completion of the Agreement, the **PURCHASER** shall meet all applicable requirements for retaining public records.

E. **IF THE PURCHASER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE PURCHASER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (850) 539-5999; BY EMAIL AT OMBUDSMAN@NWFWATER.COM; OR BY MAIL AT NORTHWEST**

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FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.

ARTICLE 21

Scrutinized Companies, Boycotting

The PURCHASER certifies that it and any of its affiliates are not scrutinized companies as identified in s. 287.135, F.S., and are not engaged in a boycott of Israel. In addition, the PURCHASER agrees to observe the requirements of s. 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement for cause if the PURCHASER, its affiliates, or its subcontractors are found to have submitted a false certification; or if the PURCHASER, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list, engaged in a boycott of Israel, or engaged in prohibited contracting activity during the term of the Agreement. As provided in s. 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 22

Approvals and Notices

A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed below. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. A notice of failure to accept delivery shall constitute delivery.

B. The DISTRICT's Manager for this PROJECT is identified below:

Tyler Macmillan, or successor	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999 ext. 275
Fax No.:	(850) 539-2777
E-mail Address:	Tyler.Macmillan@nwfwater.com

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C. The PURCHASER's Manager for this PROJECT is identified below:

Name	
Company	
Address	
Address	
Telephone No.:	
Fax No.:	
E-mail Address:	

D. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.

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

<Insert PURCHASER Name>

By:_____

Print Name:_____

Print Title:_____

Date:_____

Northwest Florida Water Management District

By:

_____

Brett J. Cyphers
Executive Director

Date:

_____

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Exhibit A

Devils Swamp North 2019 Thinning Timber Sale

<INSERT COMPANY NAME>

CONTRACTOR:_____ **UNIT NAME:** _____

WEEK ENDING:_____ **CREW LEADER:**_____

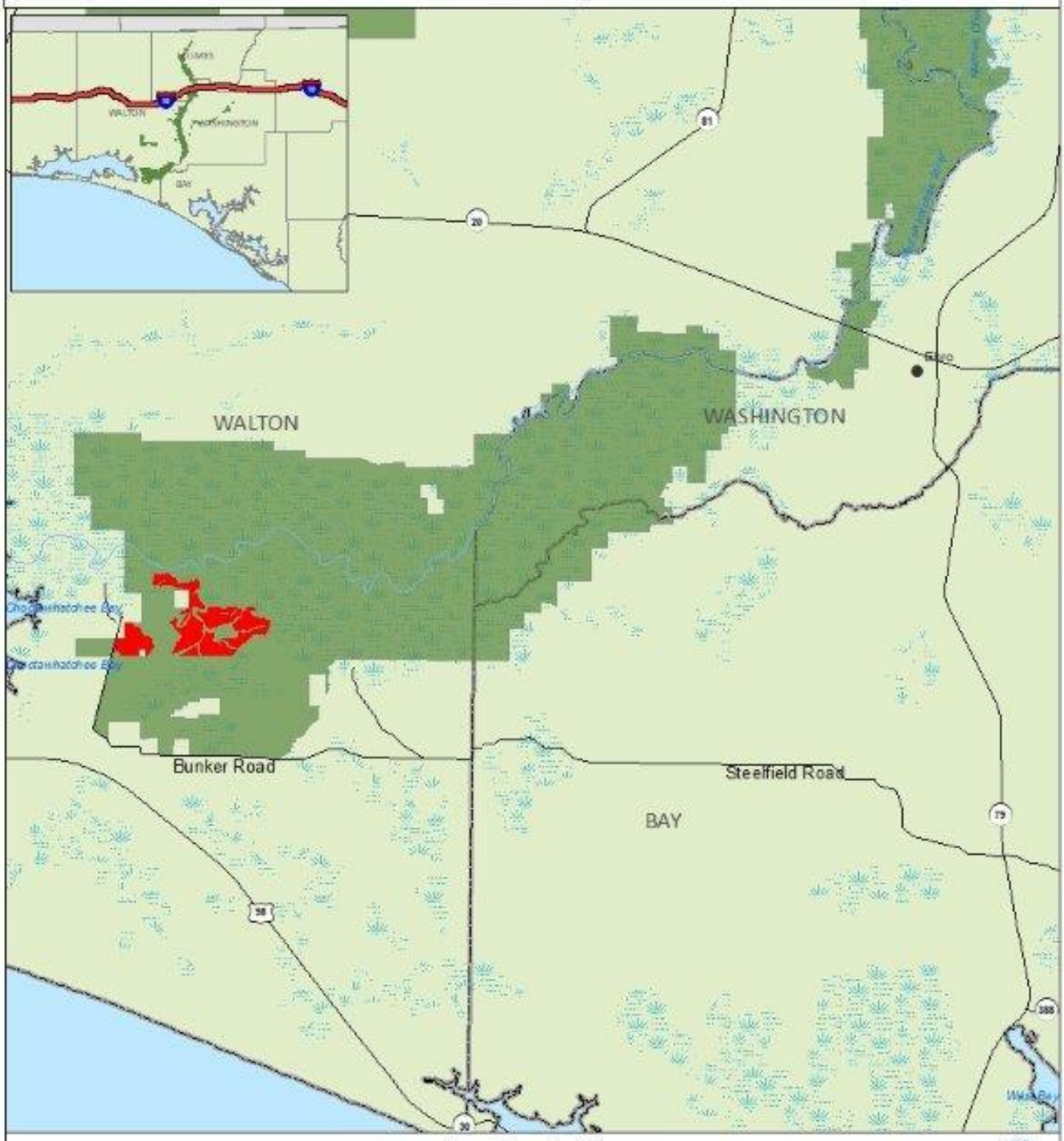
Date	Time	Trailer #	Product Code*	Destination	NWFWMD Load Ticket #	Scale Ticket #	Net Tons	Driver

PURCHASER or Authorized Representative Signature:

I hereby certify the above information is true and correct.

***PRODUCT CODES: PW** = Pulpwood**; CNS** = Chip-N-Saw**; ST** = Sawtimber

Exhibit Map A



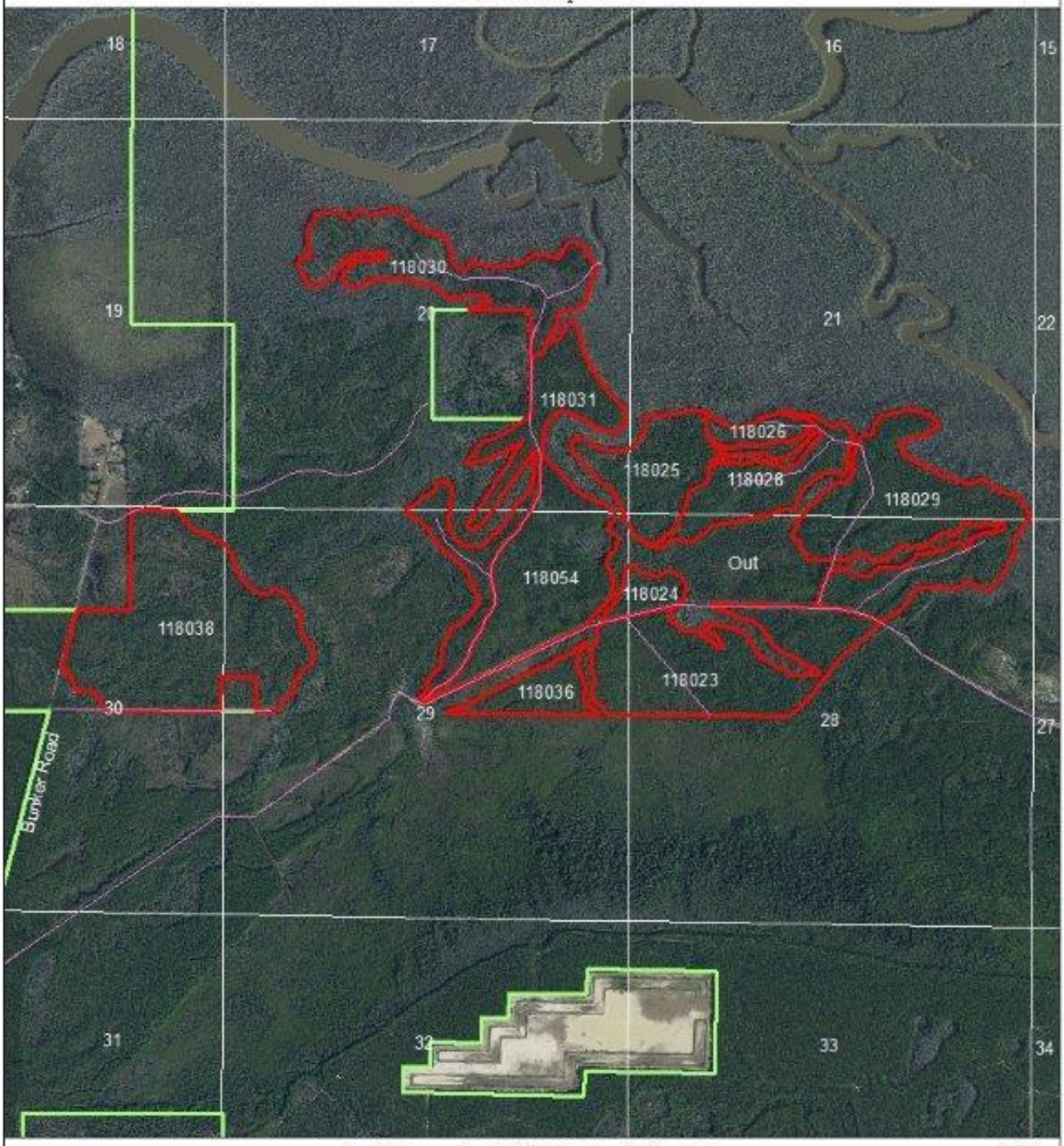
General Location Map
Devils Swamp North 2019 Thinning Timber Sale
Choctawhatchee River Water Management Area
Walton County, Florida
629 Acres

Stands
District Lands

0 1 2 4 Miles

N

Exhibit Map 1



Devils Swamp North 2019 Thinning Timber Sale
Choctawhatchee River Water Management Area
S 20, 21, 28, 29, 30, T2N R18W
Walton County, Florida
629 Acres

Access Roads
Stands
District Lands

0 0.175 0.35 0.7 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)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	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.