

**BOARD OF COUNTY COMMISSIONERS,
HOLMES COUNTY, FLORIDA
REQUEST FOR PROPOSAL
For
DISASTER RESPONSE SERVICES**

RFP: 25-58

The Board of County Commissioners, “the County” is seeking proposals from firms who have experience in Disaster Response Services, Management and Reconstruction resulting from the impact of a hurricane landfall, violent storms, spawning tornados and other disasters

RFP closes on December 5, 2025 no later than 3:00PM local time and will open immediately thereafter. See calendar of events.

***REGARDLESS OF THE METHOD OF DELIVERY, EACH OFFEROR SHALL BE RESPONSIBLE FOR THE DELIVERY OF THEIR SUBMITTAL.
OUR AREA IS NOT A GUARANTEED OVERNITE FEDEX.
OUR OFFICE IS CLOSED ON FRIDAY. SUBMITTAL PACKAGES ARE TO BE DELIVERED TO 107 E. VIRGINIA AVE, BONIFAY, FL 32428***

LATE SUBMITTALS RECEIVED AFTER THE FOREMENTIONED DEADLINE DATE, EITHER BY MAIL, OR OTHERWISE, WILL NOT BE CONSIDERED AND RETURNED UNOPENED. THE TIME OF RECEIPT WILL BE DETERMINED BY THE TIME RECEIVED IN THE PURCHASING AGENT’S OFFICE. IT IS THE SOLE RESPONSIBILITY OF THE FIRM FOR ASSURING THAT THE RFP IS RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME. NO FAXED, ELECTRONIC OR ORAL RFP WILL BE ACCEPTED.

To be considered, Firm/Team must submit ONE (1) paper original and one (1) digital copy of submittal on a USB thumb drive in a sealed envelope or package, clearly marked with the Firm/Team’s name and address, and the words “ **DISASTER RESPONSE SERVICES**”

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Jane Dellwo, Administrative Assistant hadmin@holmescountyfl.org
Lt. Barry Lee leeb@holmesem.org
Holmes County Board of County Commissioners
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SECTION 1 – INTRODUCTION:

Holmes County is seeking a firm who has experience in disaster response services, management and reconstruction due to “all-hazards” disasters (natural, technological, and human caused) to include hurricanes. This firm will manage relief services to include, but not limited to; debris management removal (land and waterway [maritime]), technical assistance, project management, temporary workforce housing, construction management demolition, medical and hazardous waste remediation and disposal, landfill management and cleanup of coastal lakes. Will also be responsible for, at the discretion of Public Works Director or his designee, road and culvert repairs, beach sand removal and replacement.

SECTION 2 – SCOPE OF WORK

2.1.1 Services

- Contractor shall provide all expertise, effort, personnel, materials and equipment, including recovery management support, e.g. reimbursement documentation and substantiation.
- Contractor will develop pre-event emergency response contracts with local equipment contractors, as approved by the County, to ensure enough resources are available on a timely basis to rapidly accomplish debris removal.
- Establish debris assessment process to define scope of damage.
- Develop and coordinate announcements with the Holmes County Project Director or Emergency Management Director regarding debris removal process, collection times, temporary storage sites used of private contractors, environmental and health issues.
- Provide technical assistance related to the FEMA Public Assistance Program and training on the regulations, policies and procedures of FEMA.
- Provide technical assistance on the development of the FEMA approved Debris Management Plan.
- Work with the Public Works Director or his designee in identifying debris storage and reduction sites. Activation of sites will be under the control of the Public Works Director or his designee.
- Contractor will supply water and food until FEMA and/or state resources are available and will continue to coordinate the distribution of ice and water. Provide temporary power generators, feeding stations, port-a-lets and temporary housing facilities,
- Provide fuel and coordinate distribution to the County on an as needed basis.
- Provide fuel for the contractor’s own use.
- Contractor shall provide for the debris removal and disposal of all eligible debris from the County designated locations in the public right of way (ROW)
- Debris shall be taken to an approved dumpsite. Contractor shall obtain all necessary permits.
- Eligible debris shall consist of brush, branches and fallen trees within the public ROW.
- Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters ROW. Only that part of the debris that lies within the ROW shall be removed. The contractor shall not enter onto private

roadways, gated communities, or private property during the performance of their duties under the contract without the prior consent of either BCC or the Emergency Management Director. This approval consists of pre-disaster BCC approval, or a post disaster declaration, or approval of the Emergency Management Director. In either case, this must be approved by FEMA first.

- Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise care to minimize any damage to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the County. The debris work area shall be left clear of debris and cleaned, as reasonable and practical under the conditions of this project.
- The contractor shall use equipment and perform work in a manner to prevent damages to the County's infrastructure facilities and adjacent ROW's, including all landscaped areas. All equipment shall be approved by the County prior to use. All loading equipment is required to operate from the streets/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- The contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state and local governments or agencies, or of any public utilities.
- All work shall be accomplished in a safe manner in accordance with County and State Safety Standards and OSHA standards.
- All employees of the contractor shall wear a uniform with identification.
- The contractor shall conduct work necessary to perform repairs to clear public roads and bridges to make said roads and bridges passable and usable by the general public as directed by the Public Works Director or his designee.

2.1.2 Requirements:

- Contractors shall include company profile, history and organization, years in business and location of office.
- Include description of projects that your company has completed that are related to the proposed project.
- Provide at least three (3) references for projects completed that are like this project. Each reference shall include a contact name, title, address and phone number.
- Experience in handling County and Governmental accounts.
- Contractor must begin work within 24 hours' notice from the Emergency Management Director. Hours of work will be negotiated with the Public Works Director or his designee and will depend on the severity of storm.

2.3 Load Tickets:

Load tickets shall be used for recording the cubic yard volume of debris removed for disposal. The contractor shall provide all load tickets to the County. A copy of the load ticket to be used by the contractor shall be submitted for County approval prior to beginning work. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four parts. Each load ticket shall contain the following information:

- Ticket number
- Contractor name
- Date
- Truck capacity
- Truck or roll off number
- Point of debris collection
- Loading departure time
- Dump arrival time
- Actual debris volume

2.1.3 Debris Classification:

- Eligible Debris – considered as all storm related and is located within the public ROW
- Shall include brushes, limbs, branches and downed trees located within the public ROW and coastal lakes.

2.5 Equipment:

All trucks and other equipment must follow all applicable federal, state, and local regulations. All trucks and equipment shall be equipped with back up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2"x6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the County. The contractor shall rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled. Plastic webbing is not acceptable for a tailgate. All hauling equipment shall be measured and marked for its load capacity. The contractor will provide a form for this purpose. Trucks and heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the contractor. Magnetic signs are not permitted. The signs shall contain the following information:

- Company Name
- Truck Number
- Cubic yardage with or without sideboards
- Inspectors name

Prior to commencing debris removal operations, the contractor shall present to the County all trucks, trailers or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered and clearly display the load capacity for identification with a permanent marking. The County may, at any time, request that the trucks be re-measured. The contractor shall notify the County each time a new truck, trailer or container is to be used under this contract.

The contractor shall provide an inspection tower at each dumpsite. The tower shall be constructed such that the County monitor can see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), establishing volume. The inspection tower will be constructed to meet all local, state and federal safety requirements. The contractor may provide a mechanical lift to be used in place of the constructed tower. The contractor shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the County.

2.6 Reporting:

The contractor shall submit a report to the County project manager each day for the term of the contract. Each report shall contain at a minimum the following information:

- Contractors name
- Contract number
- Truck number
- Location of work
- Day of report
- Daily and cumulative totals of debris removed by category

Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

2.7 Other Considerations:

The contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the contractor's personnel and equipment is the responsibility of the contractor.

- Additionally, the contractor shall pay for all materials, personnel, taxes and fees necessary to perform under the terms of this contract. The contractor shall be duly licensed in accordance with the state and county statutory requirements to perform the work.
- Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the contractors or subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.

- Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The contractor shall provide all flag persons, signs, equipment and other devices necessary to meet federal, state and local requirements.
- The contractor shall be responsible for obtaining all applicable environmental and regulator permits prior to the contractor commencing operations.
- The County may suspend the contractor operations due to inclement weather.
- The contractor shall employ as many residents and subcontractors as possible as part of this contract. County may approve subcontractors from a list which the contractor will provide.

2.8 Measurements:

Measurement for all debris removed shall be by the cubic yard as determined by the eligible debris delivered from pick up point to the stockpile site, as supported by the load tickets, and calculated by the stockpile monitor. Load tickets shall document measurement.

No payment will be made for material delivered to the stockpile site until it is ground and transported to the disposal site.

2.9 Public Access:

A request to inspect or copy public records relating to this Contract must be made directly to the County. If the County does not possess the requested records, it shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time (§119.0701(3)). If Consultant fails to provide the public records within a reasonable time, Consultant may be subject to penalties under §119.10, F.S.

- A. Consultant shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, the Consultant shall (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency 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 under Florida's Public Records law or as otherwise provided by law; (3) Ensure that 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 contract term and following completion of this contract if the Consultant does not transfer the records to the public agency; and (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Consultant keeps and maintains public records upon completion of this contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology system of the public agency.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONSULTANT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

David Corbin, Project Director (Custodian of Records)
Holmes County Board of County Commissioners
107 E. Virginia Ave. Bonifay, Florida 32425
(850) 547-1119
hcc@holmescountyfl.org

- C. In the event the County must initiate litigation against Consultant in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the County because Consultant failed to provide access to public records responsive to a public record request, County shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness fees, and expert witness fees expended as part of said litigation and any subsequent appeals.

SECTION 3 – PROCUREMENT RULES AND INFORMATION:

3.1 Contact Person

David Corbin, Project Director hcc@holmescountyfl.org
Jane Dellwo, Administrative Assistant hadmin@holmescountyfl.org
Lt. Barry Lee leeb@holmesem.org
Holmes County Board of County Commissioners
107 E. Virginia Ave. Bonifay, Florida 32425
(850)547-1119

All questions regarding this Request shall be directed in writing; preferably by email to the Purchasing Agent. Questions shall be submitted no later than 3:00 pm (local time) on November 25, 2025. OFFERORS DIRECTING QUESTIONS TO ANY OTHER COUNTY STAFF, OR ANY OTHER PERSON MAY BE DISQUALIFIED FROM SUBMITTING. Questions submitted after that date and time will not be answered. If applicable, answers citing the question asked but not identifying the questioner will be distributed to all known prospective vendors. Failure to submit requests in writing by the specified time shall not be grounds for a protest. Note: Written requirements in the

Request or its amendments are binding, but any oral communications between you and us are not.

3.2 Calendar of Events

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the County finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Holmes County, Florida.

Advertised	November 5, 2025 AND November 12, 2025
Pre-Proposal Meeting (Non-Mandatory)	November 12, 2025, 3:00 pm Holmes County Board Room 107 E. Virginia Ave, Bonifay, FL 32425
Last Day for Questions	November 25, 2025, 3:00 pm
RFP Close Date	December 5, 2025, 3:00 pm Holmes County Board Room 107 E. Virginia Ave, Bonifay, FL 32425
Review of Submittals	December 8, 2025, 2:00 pm Holmes County Board Room 107 E. Virginia Ave, Bonifay, FL 32425
Interviews (If Required)	December 9, 2025, 2:00 pm
BCC Award	December 16, 2025, 9:00 am

3.3 Submission of Proposal:

Each response should be prepared simply and economically, providing straightforward, concise delineations of firm’s capabilities to satisfy the requirements of this Request for Proposal. Emphasis is on completeness and clarity of content. In order to expedite the evaluation of the Statement of Qualifications, it is essential that firms follow the format and instructions herein.

3.4 RFP Opening:

Proposal is due at the time and date specified in the paragraph entitled “Calendar of Events”. The name of all firms submitting their qualifications shall be posted in the RFP package at the Office of Central Purchasing. Proposals received late will not be considered.

3.5 Cost of Preparing RFP:

The County is not liable for any costs incurred by a firm in responding to this RFP, including those for oral presentations.

3.6 Disposals of RFP:

All RFP's become the property of the County and will be a matter of record.

3.7 Rules for Withdrawal:

Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that an RFP must be executed) and delivered to the place where Request for Proposal are to be submitted at any time prior to the opening of RFP.

Any submitted Proposal shall remain valid for 60 days after the submission date, but the county at its sole discretion may release any proposal.

3.8 Rejection of Proposal:

The County reserves the right to accept or reject any all proposals as may be deemed necessary by the County to be in its best interest.

The County will award the proposal to the most responsive, responsible proposer that is most qualified to perform the services according to the specifications and qualifications as listed in the Request for Proposal. Before a Contract will be awarded for the service, the County will also conduct investigations as are necessary to determine the performance record and ability of the proposer. County reserves the right to reject a proposal from a proposer who's Dun & Bradstreet Comprehensive Report, past work performance with the County and other governmental agencies, including timeliness of completion of service and history of payments to subcontractors or materialmen are deemed by the County to be unsatisfactory. The County further reserves the right to waive all informalities, and reserves the right to reject all nonconforming, unresponsive, unbalanced or conditional Proposals. The County reserves the right to reject the Proposal of any Proposer if the County believes that it would not be in the best interest of the Project to make an award to that Proposer, because the Proposal is not responsive or responsible, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the County. The County also reserves the right to enter contract negotiations with a qualified, responsible, and responsive Proposer who submits the best ranked proposal. If the County and the best Proposer cannot negotiate a successful contract the County may terminate such negotiations and begin negotiations with the qualified, responsible, and responsive Proposer who submits the next best ranked proposal. No Proposer shall have any rights against the County arising from such negotiations. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Where numeric data is given both in Arabic numerals and in written language, and where there exists a discrepancy between an Arabic numeral and written language, the written language shall be presumed to be correct and the Arabic numeral presumed incorrect.

The County reserves the right to delete any Proposal items and the total Proposal shall be determined as the sum of the Proposal items awarded. In evaluating Proposals, the county will consider the qualifications of the proposers, whether the Proposals comply with the prescribed requirements, time of completion and other data, as may be requested in the Proposal form or prior to the Notice of Award. The County may conduct such investigations as the County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed Subcontractors, Suppliers and other persons and organizations to perform and complete the Project in accordance with the Contract Documents to the County's satisfaction within the prescribed time. The County may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Project when such data is required to be submitted prior to Notice of Award.

3.9 Notices:

Any notices to be given under this RFP shall be given by United States Mail, addressed to firm or individual at its address stated in its RFP, and to the County at its address stated herein. Additional notice may also be given by facsimile in which case it shall be deemed that notice was provided on the date said facsimile was received. The party providing notice by facsimile shall confirm that the facsimile was received by the other party.

3.10 Verbal Instructions:

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any county employee. Only those communications from firms, which are signed, and in writing will be recognized by the County as duly, authorized expressions on behalf of the firm.

3.11 Public Entity Crime Sworn Statement:

The firm must sign and complete a Public Entity Crime Sworn Statement as defined under Section 287.133(3) (a), F.S. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.12 Drug Free Workplace:

The firm must complete the County's Drug Free Workplace Certification form, attached and made a part of the RFP. According to Holmes County policy, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

3.13 Protest:

Any person or entity whose proposal is rejected, in whole or in part, or who submits a proposal but is not awarded the contract, may protest such decision. Written notice of intent to file a proposal protest must be submitted with the Purchasing Agent or Finance Director within twenty-four (24) hours after the Board's declaration of its intention about an award. Written protest must be submitted to the Purchasing Agent or Finance Director within ten (10) calendar days after filing written notice of intent.

Each written protest must be accompanied by a protest bond in the form of a certified check, cashier's check or money order made payable to the Board of County Commissioners, in an amount not less than five percent (5%) of the lowest responsible proposal received by the County.

The condition of the protest bond shall be that, should the protest be determined to be without merit and non-valid, the bond shall be forfeited to the County in its entirety.

3.14 Insurance Requirements:

Firm shall purchase and maintain through the Contract period workers compensation, comprehensive general liability (occurrence form), comprehensive automobile liability, builder's risk, and other insurance as is appropriate for the Project being performed hereunder by firm, its employees, subcontractors or agents. The amounts and types of workers compensation, comprehensive general liability (occurrence form), and comprehensive automobile liability insurance shall conform to the following minimum requirements:

1. Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
 - a. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
 - b. Notice of Cancellation and/or Restriction. The endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.

2. Comprehensive General Liability Coverage must include:
 - a. \$1,000,000 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then general liability insurance requirement is \$300,000.00.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
 - c. Additional Insured. County is to be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.
3. Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$300,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicles.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Additional Insured. County is to be specifically included as an additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the COUNTY with thirty (30) days' written notice of cancellation and/or restriction.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the County with the executed Contract. The Certificates of Insurance shall be filed with the County before this Contract is deemed approved by the County. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of Vendor shall be endorsed to include as additional insured the County, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.

The purchase of any of the above-referenced insurance policies shall not release the Vendor or any Surety created by this Contract from any obligation, warranty or guarantee provided in this Contract.

The Insurance Company (ies) shall be authorized to conduct business in the State of Florida. Any risk of loss of completed work on the Project, or work in progress on the

Project, equipment and material stored on or off the Project Site, or in transit, shall be borne by the Firm through the date of final completion for the Project.

3.15 Local Vendor Preference:

Award of the contract for this project shall be subject to local preference in accordance with the Holmes County Purchasing Policies and Procedures. Application for Local Preference is attached to this Request for Proposal.

3.16 Blackout Period:

The period between the end of the advertisement for Request for Proposal, Request for Qualifications, Invitation to Bid, or any other competitive solicitation and the contract award, or any resulting bid protest is resolved, or the solicitation is otherwise canceled is referred to as the Blackout Period. During the Blackout Period any communication regarding the aforementioned solicitations is prohibited between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other person authorized to act on behalf of architect, Engineer or their subconsultants, or anyone designated to provide a recommendation to award a particular contract, other than Purchasing Division staff. Each competitive solicitation shall provide notice of the Blackout Period.

1. The Blackout Period shall not apply to:

- a. Communications at any public proceeding or meeting, including pre-bid conferences, selection committee presentations or pre-award meetings,
- b. Communications during contract negotiations between designated County employees and the intended contract awardee.
- c. Communication with a vendor by a Purchasing Division employee following the bid opening to clarify the vendor's bid or intended scope of services.
- d. Communication following the filing of a protest between the protesting party and during the dispute resolution process.
- e. Purchases exempt from competitive selection, sole source procurements, single source procurements, and emergency procurements, as defined in Holmes County Board of County Commissioners Purchasing Policy and Procedure manual.
- f. Communications with existing vendors in the performance of existing contracts.

3.17 Bonds:

All proposals shall be accompanied by a bid security in an amount of ONE THOUSAND AND 00/100THS DOLLARS (\$1,000.00) made payable to Board of County Commissioners, Holmes County, and in the form of a certified bank check or bid bond,

issued by a surety authorized to conduct business in the State of Florida and having an A.M. Best rating of V-A or better and who is listed on the United States Treasury Department's T-list as acceptable to issue bonds for the applicable dollar amount. The bid security of the Successful Proposer will be retained until such Proposer has executed the Contract and has furnished the required Certificates of Insurance. If the Successful Proposer fails to execute and deliver the Contract, or furnish Certificate of Insurance, within five (5) business days after the Notice of Award, the County may annul the Notice of Award and the bid security of that Proposer will be forfeited. The proposal security of other proposers may be retained by the County until ten (10) calendar days after the Notice of Award, whereupon proposal security furnished by such proposers will be returned.

Failure to submit an appropriate proposal security shall result in the proposal being declared unresponsive.

3.18 Instruction to Proposers:

To demonstrate qualifications to perform the Project, each proposer shall submit with their proposal detailed written evidence of experience completing projects of the nature and scope similar to the project described in this Request for Proposal, documentation of current commitments, a copy of any required license and such information as is required in the Questionnaire, enclosed with the Request for Proposal document. Each proposal must contain evidence of proposer's qualification to do business in the State of Florida.

3.19 Indemnification:

A. The Contractor shall indemnify and save harmless the, County, its Officers, agents, and employees, from all claims, suits or actions at law or equity, damages, losses, and expenses, whether direct or indirect, or consequential, including but not limited to charges of engineers, attorneys, and other professionals and costs of both defense and appeal, in a court of law or other tribunal, for any reason whatsoever, including but not limited to bodily injury, sickness, disease or death of any persons, including employees of Contractor or any subcontractor, or injury to or destruction of property, including loss of use, which claims are arising out of, related to, connected with, or caused by (a) Contractor's or any subcontractor or supplier of Contractor's negligent performance or non-performance of the Project; (b) Defective Work, whether by Contractor or any subcontractor or supplier of Contractor; (c) the failure of Contractor of any subcontractor of Contractor to provide a safe work place; (d) noncompliance with federal, state, and local laws and regulations by Contractor or any subcontractor or supplier of Contractor; (e) the failure of Contractor or any subcontractor or supplier of Contractor to obtain or renew the insurance coverages required by the Contract Documents; (f) claims for

damages to the Project itself, and claims for any other costs which any of them may incur arising from failure neglect, or refusal of Contractor to faithfully perform the Project and other obligations under the Contract Documents; or (g) the failure of contractor to comply with public records requests made pursuant to Paragraph 2.9 herein. The provisions of this indemnification agreement shall include all accidents, injuries and claims made, provided, however, that the Contractor shall not be required to indemnify the County for damages arising solely from the negligence of the County and its officers, agents, or employees. Contractor shall, at its own cost and expense, defend such claims, actions or proceedings which are subject to this indemnification agreement, whether groundless or not, which may be commenced against the County, and Contractor shall pay any and all judgments which may be recovered in any such action, claim, proceeding, or suit, excluding that proportion of any judgment for which the County may be found negligent, and defray any and all expenses including costs and attorney's fees, which may be incurred in or be reason of such action, claim, proceeding or suit. The County and Contractor agree that one percent (1%) of the total compensation to Contractor for performance of this Contract is the specific consideration from the County to Contractor for Contractor's indemnity agreement.

B. Nothing herein is intended to serve as a waiver of sovereign immunity by County to which sovereign immunity applies. Nothing herein shall be construed as consent by County to be sued by third parties in any matter arising out of any contract.

C. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Project or the incorporation in the Project of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. Contractor shall indemnify and hold harmless the County, its officers, Commissioners, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Project or resulting from the incorporation in the Project of any invention, design, process, product or device not specified in the Contract Documents.

3.20 Unauthorized Aliens:

In accordance with Federal Executive Order 96-236, the County shall consider the employment by the Contractor of unauthorized aliens a violations of Section 274A (e) of the Immigration and Nationalization Act. Such violations shall be cause for unilateral cancellation of the anticipated Agreement with the County if the Contractor knowingly employs unauthorized aliens at any time during the term of said Agreement.

3.21 Performance and Payment Bond:

Contractor shall furnish performance and payment Bonds with the executed Contract, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be in substantially the form provided in, and include all required elements of, Section 255.05, Florida Statutes.

3.22 Identical Tie Proposals:

In the event of a tie between identical proposals from this Request for Proposal, the Board shall make the final determination of the award.

3.23 Sales and Use Tax:

The PROPOSER agrees that any and all applicable federal, state and local sales and use taxes that are incurred by the PROPOSER are included in the stated bid price for the Project. The County is tax exempt from federal excise and state sales tax.

3.24 Addendums:

The County may issue Addendums to modify the proposal as deemed appropriate. Addendums and clarification to this RFP along with an Addendum Acknowledgement Form will be mailed to all vendors receiving this RFP. The Addendum Acknowledgement Form, which is included with each mail out, shall be signed by an authorized company representative, dated, and returned with proposal. Attached is a sample of the Addendum Acknowledge Form.

SECTION 4 – CONTENTS OF RFP

This section contains instruction regarding the format of the RFP that are to be submitted.

4.1 Contact for Contract Administration:

Firms shall return the Contact for Contract Administration Form. This shall be the firm's representative from the day-to-day activities of this contract. The signer shall have the authority to bind the firm to the submitted proposal.

4.2 Forms:

It is Mandatory that firms return the Drug Free Workplace Certification Form along with the Public Entity Crime Form.

SECTION 5 – EVALUATION OF PROPOSALS:

The selected firm will be given written notification of being selected by the County. The County will negotiate and execute a contract with the selected firm prior to the beginning of the actual services. Oral presentations may be requested, upon notification. Companies shall be ranked on the following:

EVALUATION CRITERIA	WEIGHTED POINTS
Response – Approach to meeting requirements of scope of work	30
Cost – Fee amount to provide the services as specified	5
Similar Experience – Past or future projects of this nature with other governmental agencies	20
References – Submitted references from other governmental agencies or communities, for whom proposer has performed these services. Minimum of three references	20
Resumes & Experience – Management team, site supervisors & Key personal, must have experience and resumes.	25

SECTION 6 – TERM OF CONTRACT:

This term shall be for two (2) years beginning on the date of any resulting contract's complete execution with an option to renew for three (3) additional terms of one (1) year each at the sole discretion of the County unless earlier terminated by the Board of County Commissioners.

**Information Sheet
For Transactions and Conveyances
Corporate Identification**

The following information will be provided to the Walton County Legal Services for incorporation in legal documents. It is; therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government,

(Please circle one)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created? _____

Name as spelled in that State: _____

What Kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business

In Florida: Yes or No

State of Florida Department of State of Certificate of Authority Document No: _____

Does it use a registered fictitious name: Yes or No

Name of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

(spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____

City, State, Zip _____

Street Address: _____

City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, the President or Vice-President shall sign Contract. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above whom will sign on behalf of the company:

CONTACT FOR CONTRACT ADMINISTRATION

Designate one person authorized to conduct contract administration.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

FAX NO: _____

SIGNATURE: _____

E-MAIL: _____

PUBLIC ENTITY CRIMES

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

This sworn statement is submitted to The Board of County Commissioners,
Walton County, Florida by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is
_____; (if the entity has no FEIN, include the Social Security Number
of individual signing this sworn statement: _____).

I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to an directly related to the transaction of business with any public entity or with an agency or political; subdivision of any other state or of the United States, including, but not limited to, any bid or contract for good or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(l) (a) Florida Statutes means:

A predecessor or successor of a person convicted of a public crime; or; an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that “person” as defined in Paragraph 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members,

or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administration Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity Submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I understand that the submission of this form to the contracting officer for the Public Entity identified in Paragraph ONE (#1) above is for that Public Entity only, and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the Public Entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Name of Bidder

By: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20__.
Personally known to me ____, or produced the following identification as proof of identity. _____.

My Commission Expires:

Notary Public

Printed Notary Name
Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION
(This form must be completed and attached to proposal)

Identical tie bids: preference shall be given to businesses with drug-free work place programs. Whenever two or more bids which are equal with respect price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certified that it has implemented a drug-free work place program shall be given preference in the award process. Established procedures for processing tie bids will be followed in none of the tied vendors have a drug-free work place program. In order to have a drug-free work place program, a business shall:

1. **Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the work place specifying the actions that will be taken against employees for violations of such prohibition.**
2. **Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free work place, available drug counseling, rehabilitation providing employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**
3. **Give each employee engaged in providing the commodities of contractual services that are under bid a copy of the statement specified in paragraph #1.**
4. **In the statement specified in paragraph #1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas of guilty or no contest to, and violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.**
5. **Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**
6. **Make a good faith effort to continue to maintain a drug-free work place through implementation of this section.**

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Company Name

Authorized Signature

Federal I.D. Number or SSN

Printed Name

**LOCAL PREFERENCE APPLICATION
RFP TITLE: DISASTER RESPONSE SERVICES**

RFP NO: 25-58

Name of Business: _____

Address: _____

City, State: _____ Zip code: _____

I hereby certify under penalty of perjury that my business qualifies as a local vendor/contractor in accordance with Holmes County Purchasing Policies and Procedures.

- My business maintains its principal place of business within Holmes County; OR
- My business has maintained a permanent place or places of business within Holmes County and has employed people who live in Holmes County on a regular and continuing basis for at least six (6) months prior to the advertising of this Request for Proposal

Signature

Date: _____

FEE PROPOSAL

CONTRACTOR: _____

ADDRESS: _____

TELEPHONE: _____

FAX NUMBER: _____

EMAIL: _____

SIGNATURE: _____

TITLE: _____

ANNUAL FEE: _____

FEE RATE SCHEDULE – EQUIPMENT LEASING FOR CLEARING OF DEBRIS

Item Description	Size or Type	Unit Measure	Unit Price
Heavy Equipment-Operators Included			
Bobcat Loader		Hour	
Dozer, Tracked	D5 or similar	Hour	
Dozer, Tracked	D6 or similar	Hour	
Dozer, Tracked	D7 or similar	Hour	
Dozer, Tracked	D8 or similar	Hour	
Grader w/12" blade			
Hydraulic Excavator	1.5 CY	Hour	
Hydraulic Excavator	2.5 CY	Hour	
Knuckle boom Loader		Hour	
Soil Compactor	81 HP+	/ Hour	
Soil Compactor	to 80 HP	Hour	
Tub Grinder	800 to 1000HP	Hour	
Wheel Loader	2.5 CY 950 or similar	Hour	
Wheel Loader	3.5/4.0 CY 966 or similar	Hour	
Wheel Loader – backhoe	1.0-1.5 CY	Hour	
Backhoe Loader & Thumb Attachment		Hour	
Haul Vehicles-Operators Included			
Lowboy Trailer with Tractors		Hour	
Dump Truck	18-20 CY	Hour	
Dump Truck	21-30 CY	Hour	
Soil Compactor, Towed Unit		Hour	
Truck, Flatbed		Hour	

Item Description	Size or Type	Unit Measure	Unit Price
Transportation Vehicles			
Pickup Truck	5 ton	Hour	
Personnel – All costs included			
Project Management		Hour	
Laborer w/small tools		Hour	
Traffic Control, flag person		Hour	
Laborer with chain saw		Hour	
Crew Foreman w/cell phone & pickup		Hour	
Operations Manager w/cell phone & pickup		Hour	
Miscellaneous Equipment			
Air Curtain Burner	Self Contained	Hour	
Emergency Power			
Generator		Hour	
Lighting		Hour	
Fuel			
Gasoline/Diesel		Gallon	
Fuel Distribution			

**FEE RATE SCHEDULE
CLEARING OF DEBRIS**

Item Description	Size or Type	Unit Measure	Unit Price
Mobilization & Demobilization			
Pickup, haul & dump burnable debris at Temporary debris storage site		Cubic Yard	
Pickup, haul & dump non-burnable debris at a county authorized landfill		Cubic Yard	
Hazardous stump removal, haul and dump at a temporary debris storage site	Up to 24"	Cubic Yard	
Hazardous stump removal, haul and dump At a temporary debris storage site	>48 inch diameter	Each	

Fill dirt, purchased and placed in holes Created by removal of hazardous stumps		Cubic Yard	
Pickup, haul, dump and screen beach Sand deposited on roadways. Note: Debris From sand screening will be placed at the edge of the right-of-way, picked up, hailed, and dumped at temporary debris storage site or county authorized landfill at the unit prices listed.		Cubic Yard	
Removal of dangerous leaning trees and hanging limbs		Cubic Yard	

FEE RATE SCHEDULE -DEBRIS REDUCTION

Item Description	Size or Type	Unit Measure	Unit Price
Mobilization & Demobilization			
Temporary debris storage site operations, Including reduction of burnable debris through air curtain incineration		Cubic Yard	
Temporary debris storage site operations, Including reduction of burnable debris by chipping and grinding		Cubic Yard	
Loading of reduction by-products (mulch or ash) haul to final disposal location and dump		Cubic Yard	
Temporary debris storage site preparation			

FEE RATE SCHEDULE- MARINE (WATERWAY) DEBRIS REMOVAL

Item Description	Size or Type	Unit Measure	Unit Price
Removal, Hauling & Disposal of Eligible Debris			
Load picked up within the designated work zone, hauled to and dumped at temporary debris storage and reduction site.	0-15 miles	Cubic Yard	
Load picked up within the designated work zone, hauled to and dumped at temporary debris storage and reduction site.	16-30 miles	Cubic Yard	
Load picked up within the designated work zone, hauled to and dumped at temporary debris storage and reduction site.	31-60 miles	Cubic Yard	
Load hauled from the temporary debris storage and reduction site for final disposition at a landfill or recycling facility.	0-15 miles	Cubic Yard	
Load hauled from the temporary debris storage			

and reduction site for final disposition at a landfill or recycling facility.	16-30 miles	Cubic yard	
Load hauled from the temporary debris storage and reduction site for final disposition at a landfill or recycling facility.	31-60 miles	Cubic yard	
Additional Services		Price per Lb	
Dead animal carcasses		lb	
Hazardous stumps (contractor shall measure the stump three feet above the normal ground level to determine the diameter of the trunk	Up to 24" in diameter	Cubic yard	
Hazardous stumps with diameters larger Than 24", measured 24" above the ground, and with 50% or more of the root ball exposed.	>24 inches	Each Stump	
Fill dirt		Cubic Yard	
Freon Recovery		Per unit	
Reduction by chipping & grinding		Cubic yard	
Reduction by incinerating		Cubic Yard	

**ACH ENROLLMENT FORM
FOR AUTOMATIC DEPOSITS**

Holmes County Board of County Commissioners
107 E. Virginia Ave, Bonifay, FL 32425

I hereby authorize the Holmes County Board of County Commissioners (hereinafter "County") to deposit amounts owed me by initiating credit entries to my accounts at the financial institution (hereinafter "Bank") indicated on this form. Further, I authorize Bank to accept and to credit any credit entries indicated by County to my account. In the event that County deposits funds erroneously into my account, I authorize County to debit my account for an amount not to exceed the original amount of the erroneous credit.

COMPANY NAME _____

BANK NAME _____

BANK ADDRESS _____

CITY _____ STATE _____ ZIP _____

ACCOUNT TITLE _____

9 DIGIT BANK ROUTING NUMBER _____

CHECKING ACCOUNT NUMBER _____

EMAIL ADDRESS _____

This authorization is to remain in full force and effect until County and Bank have received written notice from me of its termination in such time and in such manner as to afford County a reasonable opportunity to act.

Authorized Signature _____

Title _____

Phone # _____

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
<input checked="" type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number	
[] [] [] - [] [] - [] [] [] []	
Employer identification number	
[] [] [] [] - [] [] [] [] [] [] [] []	

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Purpose of Form

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

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

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

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

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

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

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