

**COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**BID NO. 2023-L
GUARDRAIL MAINTENANCE**

The Board of County Commissioners (County) will receive sealed proposals in the office of Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until 3:00 PM local time on **Tuesday, June 6th, 2023** for the following:

Guardrail Maintenance

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal. Proposers without a complete proposal described will be considered improper. The solicitation information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids.asp>

Submissions will be publicly opened in the Commissioner's Office at 3:00 PM, June 6, 2023, or as soon thereafter as practical. Proposers are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Late bids will not be accepted. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be received via email to Purchasing Officer, at ejones@columbiacountyfla.com no later than Tuesday, May 30, 2023 at 2:00 PM local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this solicitation. Proposals should be prepared in accordance with the instructions herein and will be evaluated by the County as stated in the evaluation section of this document. The County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The County may withdraw all or part of this solicitation at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Only one bid set will be furnished with each individual or company interested in bidding. The one complete bid set is to be submitted in a sealed envelope. Proposers shall indicate Bid Number, Project Title, and the name and address of the firm submitting the bid on the outside of the envelope.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

SECTION I. GENERAL INSTRUCTIONS

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with entities similar to Columbia County.
 - E. The suitability of equipment or material for County use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net thirty (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.

13. All bidders must be recognized dealers in the materials or equipment specified and is qualified in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
14. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
15. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
16. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
17. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
18. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
19. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
20. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
21. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
22. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work

satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.

23. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
24. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
25. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
26. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
27. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
28. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
29. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his/her designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her designee of the excess due.
30. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
31. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.

32. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
33. All contractors submitting bids for road projects in excess of \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
34. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
35. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
36. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - A. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.
37. Contractor shall register online at <https://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.

SECTION II. INTRODUCTION

The County seeks a contractor to provide and furnish materials, equipment, labor, and incidentals to remove repair, and replace damaged guardrails on County roads in Columbia County in accordance with the FDOT Design Standards and revisions at the time of contract letting.

SECTION III. SCOPE OF WORK

This Contract consists of furnishing materials, equipment, labor and incidentals to remove, repair and replace damaged guardrails on county roads within Columbia County in accordance with the FDOT Design Standards and revisions at the time of contract letting.

The summary of pay items for this project is listed in the Bid Price Proposal.

CONTROL OF THE WORK

Request Quote

The COUNTY will issue a Request Quote to identify the location, description and amount of work to be accomplished. Respond and begin work within fourteen calendar days from receipt of the initial Request Quote. The 14 calendar days begin on the date the Request Quote is received in person, by email or fax. The initial Request Quote may be issued with the Notice to Proceed. Notify the COUNTY prior to beginning work on the project. Respond and begin work within five working days of receipt of any subsequent Request Quote, or on the date specified in the Request Quote. For renewed contracts, respond to and begin work within five working days of receipt of all Request Quotes or on the date specified in the Request Quote.

Charging of the Request Quote time will begin on the actual day that work begins at the site, but no later than:

- a. the 14th calendar day from receipt of the initial Request Quote; or
- b. the 5th working day from receipt of any subsequent Request Quote or
- c. the “start date “identified in a Request Quote (as described above) that is applicable to the specific Request Quote issued.

If the Contractor does not begin work by the end of the day specified in this sub-article, or if the assignment of work in the Request Quote is not complete within the number of days stipulated in the Request Quote, then the Contractor and the COUNTY agree that the COUNTY will assess the Contractor, per day, not as a penalty but as liquidated damages, 1% of the total Request Quote amount.

The COUNTY will issue Request Quotes for locations that represent a minimum of one day’s work; however, priority Request Quotes may not necessarily represent one day’s work. All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimum delay. The COUNTY will make every reasonable effort to plan work locations and develop Request Quotes in systematic and concentrated regions to minimize the Contractor’s travel requirements.

Upon completion of the assigned work, notify the COUNTY and certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Request Quote to the COUNTY. All work completed will be inspected by the COUNTY to verify quantity and quality for final acceptance of the Request Quote.

Immediately notify the COUNTY when work is delayed by any factor eligible for a time extension. Time extensions granted by the COUNTY extend both the Request Quote time and the Contract Time.

Should inclement weather limit or stop the work, immediately notify the COUNTY of work stoppage. The end date of a Request Quote may be extended by the COUNTY for reason of inclement weather or other unforeseen circumstances, when timely notice is provided by the Contractor.

Schedule work in a manner that prevents delays, stoppages and rework.

Contractor's Superintendent

Maintain a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. Provide a superintendent who is a competent superintendent capable of properly interpreting the Contract Documents and is thoroughly experienced in the type of work being performed. Provide a superintendent with the full authority to receive instructions from the COUNTY and to execute the orders or directions of the COUNTY, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. Provide such superintendence regardless of the amount of work sublet. Provide a superintendent who speaks and understands English and maintain at least one other responsible person who speaks and understands English, on the project during all working hours.

Supervision for Emergencies

Provide a responsible person, who speaks and understands English, and who is available at or reasonably near the worksite on a 24-hour basis, seven days a week. Designate this person as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. At the pre-work conference, provide the phone numbers and names of personnel designated to be contacted in cases of emergencies.

Upon completion of the work and before final payment is made, remove from the job site any surplus materials or waste, and restore the job site area to conditions acceptable to the COUNTY.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CONTRACTOR'S RESPONSIBILITY FOR WORK

Contractor's Responsibility for Work

Until the COUNTY's acceptance of the work, take charge and custody of the work, and take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the work. Rebuild, repair, restore, and make good, without additional expense to the COUNTY, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance, except that in case of extensive or catastrophic damage, the COUNTY may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy, or of governmental authorities.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – SCRUTINIZED COMPANIES

Scrutinized Companies

For Contracts of any amount, if the COUNTY determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed

on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the COUNTY shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the COUNTY's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts \$1,000,000 and greater, if the COUNTY determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the COUNTY shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the COUNTY's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

PROSECUTION AND PROGRESS – SUBLETTING OR ASSIGNING OF CONTRACTS

Subletting or Assigning of Contracts

Do not sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of any right, title, or interest therein, without written consent of the COUNTY. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the COUNTY for this purpose. With the COUNTY's acceptance of the request, the Contractor may sublet a portion of the work. The Certification of Sublet Work request will be deemed acceptable to the COUNTY, for purposes of the COUNTY's consent, unless the COUNTY notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the COUNTY is not consenting to the request.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement, the COUNTY will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

Execute all agreements to sublet work in writing and include all pertinent provisions, specifications and requirements of the Contract. Upon request, furnish the COUNTY with a copy of the subcontract. The subletting of work does not relieve the Contractor or the surety of their respective responsibilities and liabilities under the Contract and Contract Bond.

The COUNTY recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the COUNTY may require the Contractor to remove the subcontractor as in the case of an employee.

PROSECUTION AND PROGRESS - EQUIPMENT

Equipment

Equip vehicles and mobile equipment used on the project with a minimum of one class 2 amber or white flashing light that meets the Society of Automotive Department's recommended

practice SAE J845 and SAE J1318. The COUNTY may require a white flashing light meeting the above requirements when conditions reduce the effectiveness of amber light (i.e., at night under high intensity discharge lights such as sodium vapor). Ensure all equipment safety devices recommended by the manufacturer are installed and properly maintained. Park vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. Conduct service and supply operations as close to the right-of-way line as possible. Do not park equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the COUNTY to be prohibitive.

PROSECUTION AND PROGRESS – SUSPENSION OF CONTRACTOR’S OPERATIONS

Suspension of Contractor’s Operations

Unless otherwise authorized or required by the COUNTY, perform no work on Saturdays or Sundays. Perform all work between the hours of 7:00 AM to 7:00 PM, Monday through Friday.

Contract time will be charged during these Suspension periods regardless of whether or not the Contractor’s operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such periods.

PROSECUTION AND PROGRESS – CONTRACT TIME AND TERM EXTENSIONS

Contract Time Extensions

The COUNTY may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The COUNTY may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the COUNTY to fulfill an obligation under the Contract results in delays to the controlling items of work, the COUNTY will consider such delays as a basis for granting a time extension to the Contract.

Whenever the COUNTY suspends the Contractor’s operations for reasons other than the fault of the Contractor, the COUNTY will grant a time extension for any delay to a controlling item of work due to such suspension. The COUNTY will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Contractor must continually monitor the effects of weather. When a controlling item of work is delayed by the effects of rains or other inclement weather, the Contractor may submit a request for an extension of contract time to the COUNTY due to the weather related delay.

Requests must be submitted no later than 10 calendar days after the work was originally scheduled to be completed. Upon timely receipt of the request of Contract Time extension from the Contractor for weather related delays, the COUNTY will investigate the conditions, and if found justifiable, the COUNTY will grant the time extension within five calendar days of receipt of the request.

The COUNTY will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations that prevent the Contractor from productively performing controlling items of work resulting in:

- a. The Contractor being unable to work at least 50% of the normal work day on

- pre-determined controlling work items; or
- b. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre- determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

The COUNTY will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The COUNTY will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that was placed in an order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The COUNTY will consider the effect of utility relocation and adjustment work on job progress as the basis for granting a time extension.

PROSECUTION AND PROGRESS – RENEWAL OPTION

Renewal Option

This contract has a renewal option. Contracts may be renewed for a period(s) that may not exceed three years or the term of the original contract, whichever period is longer. This Contract will have Two (2) renewal periods of Twelve (12) months each. The renewal will be subject to the same unit bid prices and associated quantities as well as all other terms and conditions set forth in the original contract and the supplemental agreement(s) determined by the COUNTY to continue into the renewal period. Renewals will be made at the sole discretion and option of the COUNTY and must be agreed to in writing by both parties.

If the COUNTY elects to renew this Contract, renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor as determined by the COUNTY.

MEASUREMENT AND PAYMENT – SCOPE OF PAYMENTS

Request payment for work completed and accepted by the COUNTY by submitting an invoice using the pay items and unit prices contained in the Contract. Include the Contract Number, the County Road Name/Number, the Invoice Number, the Invoice Date and the period that the invoice represents. If required by the COUNTY, furnish photos of the completed work at each location with the invoice. Submit the invoice no more often than once every 28 days to the COUNTY in charge of the project. Upon receipt and approval, payment will be made less an amount

retained or withheld in the Contract.

CONSTRUCTION EQUIPMENT - GENERAL REQUIREMENTS

Clearly and legibly identify the owner of all equipment on the COUNTY's right-of-way.

MOBILIZATION – EMERGENCY MOBILIZATION

Emergency Mobilization

Provide a contact 24-hours-per-day and 7- days-per-week (including all holidays) to receive and respond in person to verbal and/or written work directions for the duration of this Contract. This contact must be available to meet with the COUNTY or designated representatives as needed or will be required to respond by telephone within Thirty (30) minutes of being notified. Advise the COUNTY of any changes to the telephone number for the contact and require that contact to be available by phone or other methods pre-approved by the COUNTY. After notification, report to the emergency work site location(s) within Four (4) hour(s) prepared to secure the site and begin working.

MAINTENANCE OF TRAFFIC

All work, unless authorized by the COUNTY, shall be performed during daylight hours, Monday through Friday. Daylight hours are 30 minutes after sunrise to 30 minutes prior to sunset, which includes the parking of equipment for the night. No routine work requiring lane closures is to be performed on Saturdays, Sundays or State legal holidays unless authorized in writing by the COUNTY. Due to traffic congestion, work hours other than normal established hours may be required by the COUNTY.

In the case of extreme traffic or weather conditions, the Contractor may be required to remove their operation from the roadway and/or right of way, at the discretion of the COUNTY, the Florida Highway Patrol, or other Law Enforcement Agencies.

Contractor's Responsibility

Time begins when the COUNTY is notified that setup is complete and flagging operations and maintenance of all temporary traffic control devices are ready for work to begin. Time ends when work has been completed. Notify the COUNTY immediately when work has been completed. Travel time to and from the work site, as well as installation and removal of temporary traffic control devices is not included as compensable time. Provide only one person for the maintenance of devices unless otherwise directed by the COUNTY.

Crossings and Intersections

Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the COUNTY.

Provide off-duty law enforcement officer when required by the Request Quote or as directed by the COUNTY.

Truck Mounted Attenuators and Trailer Mounted Attenuators

Furnish, install and maintain only those attenuators that meet the requirements of NCHRP 350 or the MASH.

Use truck mounted attenuators or trailer mounted attenuators, when called for in the Design Standards. Use attenuators listed on the APL.

When attenuators are called for, use either a truck mounted attenuator or a trailer mounted attenuator system designed and installed in accordance with the manufacturers recommendations.

BASIS OF PAYMENT

Maintenance of Traffic (General Work)

When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract and no separate payment will be made therefore.

Payment Items

Payment will be made under the items shown in the Bid Price Proposal.

Guardrail

Remove, repair, or replace damaged or destroyed sections of guardrail in accordance with the Contract Documents and the Standards Plans. The work may include realigning of panels, posts, blocks and anchorages, and miscellaneous hardware.

Guardrail Repair Requirements

Damaged guardrail is required to be secured with proper maintenance of traffic at the time of identification. Permanent repairs to damaged guardrail must be completed within ten days, unless, due to the severity of damage, the COUNTY determines a shorter time frame is necessary.

Replace damaged guardrail and accessories using materials of the same type, unless otherwise directed by the COUNTY.

When directed by the COUNTY, apply a paint coating over galvanized structural members and over areas of previously galvanized members on which the galvanizing has become significantly damaged. Use a galvanizing compound as specified in article 562. No direct payment will be made for paint costing of surfaces or for field repair of damaged paint coating.

Remove all debris, including the original guardrail materials, from the right-of-way at the end of each working day, unless approved by the COUNTY. All salvageable guardrail materials, as determined by the COUNTY, will be used within the limits of each worksite at no cost to the COUNTY. Salvageable material not used will remain the property of the COUNTY. Load, transport and unload all salvageable materials at locations designated by the COUNTY. Provide

location and dispose of debris or materials not a part of the installation or determined not to be salvageable by the COUNTY, at no cost to the COUNTY. Include all costs associated with removing, transporting, unloading, or disposing of debris or materials in the Contract unit price of the related item.

Guardrail repairs may vary according to the type of repair necessary and will be identified by the pay item(s) listed in the Request Quote.

For miscellaneous guardrail, the quantity to be paid, whether single faced or double-faced guardrail, will be measured as a singular linear foot unit in one direction only.

Repair, Replace or Remove

Price and payment for repair, replace, or remove guardrail and end anchorage assemblies will include all labor, equipment, materials, hardware, and incidentals necessary to complete the work.

Pay items used to replace guardrail will be for the payment of removing and replacing guardrail including posts, blocks and miscellaneous hardware unless otherwise directed by the COUNTY.

End anchorage assembly removal pay items will be for the payment of removal and disposal of all material, hardware and incidental items included in the end anchorage assembly.

End anchorage assembly replacement items will be for removing and replacing the existing assembly with the assembly identified by the pay item. The pay item used will represent the type of end anchorage assembly being used.

The pay item for the removal of existing guardrail includes panels, posts, blocks, end anchorage assemblies and all miscellaneous hardware.

Miscellaneous Guardrail Maintenance

Price and payment for the Miscellaneous Guardrail Maintenance pay item will include all labor, equipment, materials, and incidentals necessary for the minor repair of existing guardrail. Washers and bolts are to be tightened or replaced, blocks straightened, and nails in blocks replaced as deemed necessary.

Payment Items

Payment will be made under the items specified in the Bid Price Proposal.

SECTION IV. INSURANCE

The Contractor shall not commence operations, construction and/or installation of improvements pursuant to the terms of this Agreement until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the County.

The following insurance coverage shall be required:

1. Workers' Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

2. Liability Insurance
 - A. Naming the Columbia County Board of Commissioners as an additional insured, on General Liability Insurance only, in connection with the work being done under this contract to include general liability and automobile.

The certification or proof of insurance must contain a provision for notification to the County ten (10) days in advance of any material change in coverage or cancellation.

The successful bidder shall furnish to the County the certification or proof of insurance required by the provisions set forth above, within five (5) days after notification of award of contract.

SECTION V. BID CERTIFICATION

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term, and conditions of this bid, and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his/her bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose. By signing below, the submission shall be deemed as representation and certification by the Bidder that you have investigated all aspects of the solicitation, have read and understand the solicitation and acknowledge all addenda.

INDIVIDUAL(S)/COMPANY: _____

NAME/TITLE OF REPRESENTATIVE _____

SIGNATURE OF REPRESENTATIVE _____

ADDRESS: _____

PHONE NO: _____ EMAIL: _____

CELL NO. _____

Addendums Received and Acknowledged:

Addenda No. 1 _____ Dated: _____

Addenda No. 2 _____ Dated: _____

Addenda No. 3 _____ Dated: _____

Complete the FORMS attached and return with the bid submission:

- Non-Collusion Affidavit
- Public Entity Crimes Form
- Drug-Free Workplace Certificate
- Conflict of Interest Disclosure Statement
- W-9

SECTION VI. BID PRICE PROPOSAL

Detail Cost Estimate Project Description: Columbia County Guardrail Repair Use One (1) for the Value Per Unit		
Description	UOM	Price
MISCELLANEOUS ASPHALT PAVEMENT	TN	
SPECIAL GUARDRAIL POST-SPECIAL STEEL POST FOR CONCRETE STRUCTURE MOUNT	EA	
GUARDRAIL RESET	LF	
DELINEATOR, REPLACE DELINEATOR ON EXISTING BARRIER	EA	
MOBILIZATION (EMERGENCY RESPONSE)	EA	
THRIE BEAM (TERMINAL CONNECTOR)	EA	
THRIE BEAM (RAIL SPLICE)	EA	
THRIE BEAM (TRANSITION SECTION)	EA	
THRIE BEAM (MODIFIED OFFSET BLOCK)	EA	
END ANCHORAGE ASSEM (REPLACE) (TYPE ET 2000)	EA	
END ANCHORAGE ASSEM (REPLACE) (BRIDGE)	EA	
END ANCHORAGE ASSEM (REPLACE) (TYPE SRT-350)	EA	
END ANCHORAGE ASSEM (REPLACE) (TYPE MELT)	EA	
END ANCHORAGE ASSEM (REPLACE) (TYPE SRT-350/8)	EA	
GUARDRAIL END TREATMENT-FLARED APPROACH TERMINAL, REPLACE, NCHRP 350	EA	
END ANCHORAGE ASSEM (REPLACE) (PARALLEL)	EA	
GUARDRAIL END TREATMENT-FLARED APPROACH TERMINAL, REPLACE.MASH	EA	
GUARDRAIL REPAIRS (REPLACE) (STEEL POST IN CONC.)	EA	
GUARDRAIL REPAIRS (REPLACE) (STEEL POST IN ASPH.)	EA	
GUARDRAIL REPAIRS (REPLACE) (STEEL POST IN SOIL)	EA	
GUARDRAIL REPAIRS (REPLACE) (WOOD POST IN ASPH.)	EA	
GUARDRAIL REPAIRS (REPLACE) (WOOD POST IN SOIL)	EA	
GUARDRAIL REPAIRS (REPLACE) (RUB RAIL)	EA	

2023-L Guardrail Maintenance

GUARDRAIL REPAIRS (REPLACE) {FILLER BLOCKS}	EA	
GUARDRAIL REPAIRS(REPLACE)(OFFSET BLOCK)	EA	
GUARDRAIL REPAIRS(REPLACE)(PANEL, 12-1/2')	EA	
GUARDRAIL REPAIRS(REPLACE){PANEL, 25'}	EA	
GUARDRAIL REPAIRS {REPLACE} {THRIE-BEAM PANEL, 12-1/2'}	EA	
GUARDRAIL REPAIRS (REPLACE) {THRIE-BEAM PANEL, 25'}	EA	
MISCELLANEOUS GUARDRAIL MAINTENANCE	LF	
END ANCHORAGE ASSEMBLY FLEAT SP, FURNISH & INSTALL, FIRST POST UPPER	EA	
END ANCHORAGE ASSEMBLY FLEAT SP, FURNISH & INSTALL, FIRST POST LOWER	EA	
END ANCHORAGE ASSEMBLY FLEAT SP, FURNISH & INSTALL, SECOND POST UPPER	EA	
END ANCHORAGE ASSEMBLY FLEAT SP, FURNISH & INSTALL, SECOND POST LOWER	EA	
END ANCHOR ASSEM TYPE II (REPL FLARED END SECT)	EA	
END ANCHOR ASSEM TYPE II (REPL ROUND END SECT)	EA	
END ANCHOR ASSEM TYPE II (REPL BUFFER END SECT)	EA	
END ANCHOR ASSEM TYPE II (REPL GUARDRAIL BEAM)	EA	
END ANCHOR ASSEM TYPE II (REPL TIMBER BREAK POST)	EA	
END ANCHOR ASSEM TYPE IV (REPL BUFFER END SECT)	EA	
END ANCHOR ASSEM TYPE IV (REPL ANCHOR PANEL SECT)	EA	
END ANCHOR ASSEM TYPE IV (REPL CABLE ASSEMBLY)	EA	
END ANCHOR ASSEM TYPE IV (REPL STEEL TUBE & POST)	EA	
END ANCHOR ASSEM TYPE IV (REPL ANCHOR PLATE)	EA	
END ANCHOR ASSEM TYPE IV (REPL TIMBER BREAK POST)	EA	
END ANCHOR ASSEM CRT (REPL BUFFER END SECTION)	EA	
END ANCHOR ASSEM CRT (REPL TIMBER BREAK POST)	EA	
END ANCHOR ASSEM ET-2000 (REPL TIMBER BRK POST)	EA	
END ANCHOR ASSEM ET-2000 (REPL SOIL PLATE)	EA	

2023-L Guardrail Maintenance

END ANCHOR ASSEM ET-2000 (REPL CABLE ANCHOR)	EA	
END ANCHOR ASSEM ET-2000 (REPL OFFSET STRUT)	EA	
END ANCHOR ASSEM ET-2000 (REPL BEARING PLATE)	EA	
END ANCHOR ASSEM ET-2000 (REPL G-RAIL EXTRUDER)	EA	
END ANCHOR ASSEM ET-2000 (REPL STEEL TUBE/POST)	EA	
END ANCHOR ASSEM ET-2000 (REPL GUARDRAIL BEAM)	EA	
END ANCHOR ASSEM BRIDGE (REPL SPECIAL END SHOE)	EA	
END ANCHOR ASSEM BRIDGE (REPL ANCHOR PANEL SECT)	EA	
END ANCHOR ASSEM SRT-350 (REPL CABLE ASSEMBLY)	EA	
END ANCHOR ASSEM SRT-350 (REPL AMBER REFL SHEET)	EA	
END ANCHOR ASSEM SRT-350 (REPL BUFFER END SECT)	EA	
END ANCHOR ASSEM SRT-350 (REPL STRUT & YOKE ASSM)	EA	
END ANCHOR ASSEM SRT-350 (REPL TIMBER LINE POST)	EA	
END ANCHOR ASSEM SRT-350 (REPL GUARDRAIL BEAM)	EA	
END ANCHOR ASSEM SRT-350 (REPL BRK TRM POST SL V)	EA	
END ANCHOR ASSEMBLY SKT-350 (REPL GUARDRAIL BEAM)	EA	
END ANCHOR ASSEMBLY SKT-350 (REPL MISC HARDWARE)	EA	
END ANCHOR ASSEMBLY SKT-350 (REPL IMPACT HEAD)	EA	
END ANCHOR ASSEM SRT-350/8 (REPL CABLE ASSEMBLY)	EA	
END ANCHOR ASSEM SRT-350/8 (REPL AMBER REFL SHT)	EA	
END ANCHOR ASSEM SRT-350/8 (REPL BEARING PLATE)	EA	
END ANCHOR ASSEM SRT-350/8 (REPL TIMBER BRK POST)	EA	
END ANCHOR ASSEM SRT-350/8 (REPL STEEL TUBE/PL T)	EA	
END ANCHOR ASSEM SRT-350/8 (REPL BUFFER END SECT)	EA	
END ANCHOR ASSEM SRT-350/8 (REPL STRUT NOKE ASSM)	EA	
END ANCHOR ASSEM SRT-350/8 (REPL TMBR LINE POST)	EA	
END ANCHOR ASSEM SRT-350/8 (REPL GUARDRAIL BEAM)	EA	

2023-L Guardrail Maintenance

END ANCHOR ASSEM SRT-350/8 (REPL SLOT GUARD)	EA	
END ANCHOR ASSEMBLY FLEAT-350 (REPL TMBER BRKWAY POST)	EA	
END ANCHOR ASSEMBLY FLEAT-350 (REPL CABLE ANCHOR ASSY)	EA	
END ANCHOR ASSEMBLY FLEAT-350 (REPL GROUND STRUT)	EA	
END ANCHOR ASSEMBLY FLEAT-350 (REPL GUARDRAIL BEAM)	EA	
END ANCHOR ASSEMBLY FLEAT-350 (REPL MISC HARDWARE)	EA	
END ANCHOR ASSEMBLY FLEAT-350 (REPL FOUND SOIL TUBE)	EA	
END ANCHOR ASSEMBLY FLEAT-350 (REPL PIPE SLEEVE)	EA	
END ANCHOR ASSEMBLY FLEAT-350 (REPL ANCHOR BRACKET)	EA	
END ANCHOR ASSEMBLY FLEAT-350 (REPL IMPACT HEAD)	EA	
END ANCHORAGE ASSEMBLY- SOFTSTOP, REPLACE IMPACT HEAD	EA	
END ANCHORAGE ASSEMBLY- SOFTSTOP, REPLACE ANCHOR RAIL 12.5'	EA	
END ANCHORAGE ASSEMBLY- SOFTSTOP, REPLACE SYSTEM RAIL 12.5'	EA	
END ANCHORAGE ASSEMBLY-SOFTSTOP, REPLACE ANCHOR POST- POSTO	EA	
END ANCHORAGE ASSEMBLY-SOFTSTOP, REPLACE SYT POST 4' 9.5"	EA	
END ANCHORAGE ASSEMBLY- SOFTSTOP, REPLACE SYTP POST 6'	EA	
END ANCHORAGE ASSEMBLY- SOFTSTOP, REPLACE SYSTEM LINE POST 6'	EA	
END ANCHORAGE ASSEMBLY-SOFTSTOP, REPLACE OFFSET BLOCK	EA	
END ANCHORAGE ASSEMBLY-SOFTSTOP, REPLACE ANCHOR PADDLE	EA	
END ANCHORAGE ASSEMBLY-SOFTSTOP, REPLACE KEEPER PLATE	EA	
END ANCHORAGE ASSEMBLY-SOFTSTOP, REPLACE PLATE WASHER	EA	
END ANCHORAGE ASSEMBLY-SOFTSTOP, REPLACE ANCHOR ANGLE	EA	
END ANCHORAGE ASSEMBLY-SOFTSTOP, REPLACE ANGLE STRUT	EA	
05 TRACC CRASH CUSHION	EA	
05 TRACC NOSE PIECE/ REFLECTIVE SHEETING	EA	

2023-L Guardrail Maintenance

05 TRACC SLED / SHREDDER ASSEMBLY	EA	
05 TRACC FRAME ASSEMBLY	EA	
05 TRACC BACKUP FRAME ASSEMBLY	EA	
05 TRACC FENDER 1 BAY (35")	EA	
05 TRACC FENDER 2 BAY (62")	EA	
05 TRACC FRONT ANCHOR WELDMENT	EA	
05 TRACC CROSSTIE WELDMENT	EA	
05 TRACC BASE ANGLE X 72"	EA	
05 TRACC BEAM GUIDE X 72"	EA	
05 TRACC DOUBLER PLATE	EA	
05 TRACC RIP PLATE KIT STAGE 1	EA	
05 TRACC RIP PLATE KIT STAGE 2	EA	
05 TRACC RIP PLATE KIT STAGE 3	EA	
05 TRACC RIP PLATE KIT STAGE 4	EA	
05 TRACC TRANSITION TO BARRIER WALL UNI-DIRECTIONAL	EA	
05 TRACC TRANSITION TO BARRIER WALL BI-DIRECTIONAL	EA	
05 TRACC TRANSITION TO W BEAM MEDIAN	EA	
05 TRACC ANCHOR KIT	EA	
CRASH CUSHION (RESET)	EA	
CRASH CUSHION {CLEAN & INSPECT}	EA	
ATTENUATOR (QUADGUARD) F&I (FENDER PANEL)	EA	
ATTENUATOR (QUADGUARD) F&I (DIAPHRAM)	EA	
ATTENUATOR (QUADGRARD) F&I (HAZARD RFL T-9 BUTTON)	EA	
ATTENUATOR (QUADGUARD) F&I (TRANS PANEL ASSEMBLY)	EA	
ATTENUATOR (QUADGUARD) F&I (CARTRIDGE ASSEMBLY)	EA	
ATTENUATOR (QUADGUARD) F&I (NOSE ASSEMBLY)	EA	
ATTENUATOR (QUADGUARD) F&I (MONORAIL, 1 BAY)	EA	

2023-L Guardrail Maintenance

ATTENUATOR (QUADGUARD HIGH SPEED) F&I (DIAPHRAM)	EA	
ATTENUATOR (QUADGUARD HIGH SPEED) F&I (NOSE ASSEMBLY)	EA	
ATTENUATOR (QUADGUARD HIGH SPEED) F&I (BUMPER, HOPE)	EA	
ATTENUATOR (QUADGUARD HIGH SPEED) F&I (DIAPHRM SPACER)	EA	
ATTENUATOR (GREAT) F&I (FENDER PANEL)	EA	
ATTENUATOR (GREAT) F&I (HEX FOAM CART, TYPE 51)	EA	
ATTENUATOR (GREAT) F&I (HEX FOAM BRACKET/DIAPH)	EA	
ATTENUATOR (GREAT) F&I (RESTRAINING CABLE ASSM)	EA	
ATTENUATOR (GREAT) F&I (RESTRAINING CABLE)	EA	
ATTENUATOR (GREAT) F&I (DIAPHRAM)	EA	
ATTENUATOR (GREAT) F&I (UNIVERSAL NOSE CONE)	EA	
ATTENUATOR (GREAT) F&I (ANCHOR CHAIN RAIL ASSM)	EA	
ATTENUATOR (GREAT) F&I (S PANEL CONG CONNECTOR)	EA	
ATTENUATOR (TAU II) F&I (FENDER PANEL)	EA	
ATTENUATOR (TAU II) F&I (RESTRAIN CABLE GUIDE)	EA	
ATTENUATOR (TAU II) F&I (DIAPHRAM)	EA	
ATTENUATOR (TAU II) F&I (NOSE ASSEMBLY)	EA	
ATTENUATOR (TAU II) F&I (PIPE PANEL MOUNT)	EA	
ATTENUATOR (TAU II) F&I (END PANEL)	EA	
ATTENUATOR (TAU II) F&I (SLIDER BOLT ASSEMBLY)	EA	
ATTENUATOR (TAU II) F&I (CARTRIDGE, TYPE A)	EA	
ATTENUATOR (TAU 11) F&I (CARTRIDGE, TYPE B)	EA	
ATTENUATOR (TAU II) F&I (FRONT SUPPORT ASSEMBLY)	EA	
ATTENUATOR (TAU II) F&I (FRONT SUPPORT LEG)	EA	
CRASH CUSHION (X-MAS) CABLE ASSEMBLY F&I	EA	
CRASH CUSHION (X-MAS) GUARDRAIL PANEL F&I	EA	
CRASH CUSHION (X-MAS) DUAL IMPACT HEADS F&I	EA	

2023-L Guardrail Maintenance

CRASH CUSHION (X-MAS) GROUND STRUT F&I	EA	
CRASH CUSHION (X-MAS) BOTTOM POST TUBE F&I	EA	
CRASH CUSHION (X-MAS) NOSE CONE F&I	EA	
CRASH CUSHION (X-MAS) STEEL TOP POST F&I	EA	
CRASH CUSHION (X-MAS) SLIDER PANEL F&I	EA	
CRASH CUSHION (X-MAS) SLIDER BRACKET F&I	EA	
CRASH CUSHION (X-MAS) CABLE BRACKET F&I	EA	
CRASH CUSHION (X-MAS) NOTCHED STEEL POST F&I	EA	
CRASH CUSHION (X-MAS) STEEL POST F&I	EA	
CRASH CUSHION (X-MAS) OFFSET BLOCK F&I	EA	
CRASH CUSHION (X-MAS) RADIUS GUARDRAIL BEAM F&I	EA	

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this day _____ of _____ 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Public Entity Crimes Statement

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITN, or Contract Number
2. This sworn statement is submitted by _____
[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 the individual signing this sworn statement: _____.
3. My name is _____ and my relationship to the above is _____
[Please print name of individual signing]
4. I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an 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.
6. I understand that "affiliate" as defined in section 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(1) (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/proposals or applies to bids/proposals 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.

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

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

_____ The entity submitting this sworn statement, or one or more of the 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, AND **[Please indicate which additional statement applies].**

_____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on any convicted vendor list. [Please describe any action taken by or pending with the State of Florida, Department of Management Services.]

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment "C", Public Entity Crimes, is truthful and

correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Drug-Free Workplace Certification

The drug-free certification form below must be signed and returned with the solicitation response.

In order to have a drug-free workplace 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 workplace and 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 workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and 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 or contractual services that are under bid/proposal a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace 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 workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

Conflict of Interest Statement

STATE OF _____

County OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____. Said entity is submitting this proposal/offer to

1. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
2. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
3. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
4. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
5. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
6. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
7. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Columbia County government.
8. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that
he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

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

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

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

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

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLÉ accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.