

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

REQUEST FOR PROPOSALS ("RFP") No. 18-004

CONTRACTUAL SERVICES – STAFF

AUGMENTATION for CUSTOM APPLICATION

DEVELOPMENT

Released Thursday, June 7, 2018

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, is issuing a Request for Proposals (RFP) from qualified firms to provide contractual services to assist the District as Staff Augmentation for Custom Application Development.

This RFP is posted to the State of Florida Vendor Bid System website at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu and the District's website at <https://www.nfwfwater.com/Business-Finance/Bids-Contracts>.

The deadline for submission of proposals and the opening of the sealed proposals is 2:00 P.M. ET on June 22, 2018. The proposal opening is open to the public and will be at District headquarters (81 Water Management Drive, Havana, Florida; off of U.S. Highway 90, 10 miles west of Tallahassee, Florida). Attendance is unnecessary. However, if requested, provisions will be made to accommodate the handicapped provided the District is given at least 72 hours advance notice.

The Selection Committee is composed of three District staff that will evaluate and score the proposals. It is the intent of the District to contract with the firm with the highest ranking, using the evaluation criteria specified in the RFP. The initial contract shall be for a base term of Three (3) years, with an option for a renewal of three (3) years at the District's discretion. A contract awarded pursuant to this RFP does not obligate the District to assign any work to a respondent nor does it obligate the District to pay a respondent the rates reflected in the Respondent Schedule of Costs. The District retains the right to negotiate lower rates after contract award if it is in the best interest of the District to do so.

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SECTION 1. GENERAL CONDITIONS

1.1 PURPOSE

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, (herein after referred to as the “District”) is issuing a Request for Proposals (RFP) from qualified firms to perform contractual services to assist the District as Staff Augmentation for Custom Application Development.

1.2 DEFINITIONS

For the purpose of this RFP, "respondent" shall mean contractors, vendors, consultants, respondents, organizations, firms or other persons submitting a proposal in response to this RFP. All times are local times for the Eastern time zone. The same meaning applies to: “Governing Board” and “Board”; “Northwest Florida Water Management District” and “District”; and “Agreement” and “contract”.

1.3 SCOPE OF WORK

The intent of this RFP is to contract with a qualified firm to provide staff augmentation for custom application development as requested by the District on an independent contract basis, not to exceed 120 hours for Fiscal Year 2017-18 and not to exceed 400 hours per District fiscal year thereafter. Individual scopes of work will be developed to support Geographic Information Systems, Information Technology’s, Enterprise Geospatial Infrastructure Architecture, Platform and Data Migration/Transformation, Integrate Geospatial and Non-Geospatial Business Systems, Data Modeling, ArcGIS Mobile Data Collection Integration, Performance Analysis and Optimization, Reporting and Documentation, as further described in the table below.

Category	Examples, including but not limited, to:
1. Enterprise Geospatial Infrastructure Architecture	<ul style="list-style-type: none">• Design and configure security models for database, application server, web, and mobile software• Provide specific design and administration support for Oracle/Oracle Net, Database client configuration for ArcGIS direct connect, ArcGIS Enterprise, ArcGIS Web Adaptor• ESRI Enterprise upgrade planning, documentation and implementation support, including Portal• Recommend best practices for high availability, disaster recovery, and continuity of operations for geospatial business systems

Category	Examples, including but not limited, to:
<p>2. Platform and Data Migration/Transformation</p>	<ul style="list-style-type: none"> • Migrate NFWWMD permitting business systems including databases to St. Johns River Water Management District • Migrate existing enterprise geodatabase content, security configuration, and client connections from Oracle to SQL Server • Migrate existing systems running enterprise geospatial software to new physical or virtual server infrastructure • Identify and resolve data integrity violations, including: <ul style="list-style-type: none"> ○ Between synchronized / ETL copies of data sources • Building validation routines for extended business logic using Python / ArcPy and ArcGIS Model Builder
<p>3. Integrate Geospatial and Non-Geospatial Business Systems</p>	<ul style="list-style-type: none"> • Synchronize content between enterprise data sources using: <ul style="list-style-type: none"> ○ Geodatabase replication ○ PL/SQL, with ST_GEOMETRY and SDO_GEOMETRY spatial data types ○ T-SQL, with GEOMETRY and GEOGRAPHY spatial data types ○ ArcGIS geoprocessing, with Python / ArcPy, Model Builder • Design compatible data structures and workflows for maintaining data integrity when sharing content between ArcGIS and other third-party Oracle / SQL Server applications • Design and automate ETL workflows for caching content from SJRWMD business systems, including eReg and groundwater, to NFWWMD enterprise geodatabases • Configure OS and database job schedulers, including: <ul style="list-style-type: none"> ○ Windows Scheduled Tasks ○ Oracle Jobs and Schedules ○ SQL Server Maintenance Plans / Agent Jobs ○ SQL Server Maintenance Plans / Agent Jobs
<p>4. Data Modeling</p>	<ul style="list-style-type: none"> • Develop migration workflows for implementing data model enhancements in production systems • Develop and document logical data models for new enterprise data themes, including: <ul style="list-style-type: none"> ○ Spatial and nonspatial objects ○ UML-style class diagrams • Translate logical models to physical implementations for: <ul style="list-style-type: none"> ○ ArcGIS geodatabase structures hosted in Oracle and SQL Server ○ Nonspatial Oracle and SQL Server data structures

Category	Examples, including but not limited, to:
5. ArcGIS Mobile Data Collection Integration	<ul style="list-style-type: none"> • Configure geodatabase data sources and ArcGIS Server web services to support data capture with ESRI field collection technologies for ArcGIS, including: <ul style="list-style-type: none"> ○ Streamlined use of geodatabase subtypes / domains, and ArcGIS Server feature service templates ○ Optimized storage, presentation, and capture for related records ○ Offline data capture and synchronization ○ Historical data tracking ○ Editor tracking
6. Performance Analysis and Optimization	<ul style="list-style-type: none"> • Create indexes, partitions, or other database structures to prevent or mitigate performance problems • Analyze and optimize views, triggers, stored procedures, and other code-based database structures • Identify and mitigate database performance problems using: <ul style="list-style-type: none"> ○ Windows Task Manager, Performance Monitor, and Event Viewer ○ Oracle Enterprise Manager Grid Control, dynamic system views, EXPLAIN PLAN, and sql_trace / tkprof, including with distributed queries over WAN ○ SQL Server Management Studio Activity Monitor, dynamic system views, and SQL Server Profiler ○ ArcGIS PerfQAnalyzer • Identify and mitigate geospatial web service performance problems, including On-premises hosted services • Provide periodic after-hours support during maintenance windows, or for acute performance and availability issues
7. Reporting	<ul style="list-style-type: none"> • Design and automate the maintenance of derived data sets for NFWFMD content hosted at SJRWMD • Research, document, and generate reports for data mappings between source and target systems • Create spatial and nonspatial database views of geodatabase and related data, including: <ul style="list-style-type: none"> ○ Creating unique identifiers compatible with ArcGIS Desktop, ArcGIS Server feature services, Operations Dashboard for ArcGIS

Category	Examples, including but not limited, to:
8. Documentation	<ul style="list-style-type: none"> • Develop and maintain documentation for geospatial business systems, including: <ul style="list-style-type: none"> ○ System architecture diagrams ○ Logical and physical data model diagrams ○ Data flow diagrams and mapping reports • Document geospatially-enabled workflows, and recommend efficiency improvements • Create and manage tickets for bugs and enhancements to custom business systems, automated processing jobs, and data models • Document Development and Maintenance of Confluence/JIRA Site

1.4 DATE AND LOCATION OF PUBLIC OPENING

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

**THE DISTRICT MUST RECEIVE ALL PROPOSALS BY 2:00 P.M. ET
ON JUNE 22, 2018, THE DAY OF THE PUBLIC OPENING.**

1.5 SCHEDULE

The District and respondents shall adhere to the following schedule in all actions concerning this RFP.

<u>Date/Time</u>	<u>Action</u>
June 7, 2018	District issues Request for Proposals
June 15, 2018, 2:00 P.M.	Deadline for written inquiries
June 22, 2018, 2:00 P.M.*	Opening of sealed Proposals
June 27, 2018, 2:00 P.M.	Selection Committee to finalize rankings
July 12, 2018*	Governing Board considers Selection Committee's ranked recommendations

*Denotes a public meeting. All times denote Eastern Time (ET).

1.6 DELAYS

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify respondents of all changes in scheduled due dates by posting on the District's website and the State Vendor Bid System website.

1.7 INQUIRIES

The Procurement Officer may orally explain the District's procedures and assist respondents in referring to any applicable provision in the Request for Proposal documents. District staff is not authorized to orally interpret the meaning of the RFP documents, or correct any apparent ambiguity, inconsistency, or error therein. To be binding upon the District, the interpretation or correction must be given by the Procurement Officer and must be in writing. Any said inquiries must be received in writing no later than June 15, 2018, 2:00 P.M. ET and directed- addressed as shown below. Inquiries shall reference the date of the RFP opening and RFP title and number. The District will provide written answers to substantive questions in the form of an addendum (see **1.8 ADDENDA**).

Procurement Officer
Carol Bert
Carol.Bert@nwfwater.com
(850) 539-2777 (fax)

1.8 ADDENDA

If an addendum becomes necessary, the District will post written addenda on the District's website and on the State Vendor Bid System (VBS) website. All addenda issued by the District will include an addendum acknowledgement form which must be signed and included with any proposals that are submitted to the District. In the event multiple addenda are issued, a separate acknowledgement form for each addendum must be included with the proposal at the time it is submitted to the District. Prospective respondents are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting a proposal.

1.9 EQUAL OPPORTUNITY

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex, or disability. It is the policy of the District to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts.

The District encourages participation by minority-, veteran-, and women-owned certified business enterprises and requests firms submit evidence of such designation with their proposals. For further information on designation as a certified business enterprise, visit https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified.

1.10 AMERICANS WITH DISABILITIES ACT

The District does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Wendy Dugan, Division of Administration, at (850) 539-5999.

1.11 INSURANCE

The respondent, if awarded a contract, shall maintain adequate insurance in the amount and coverages reflected in the draft contract attached as **Exhibit B**. In the event the respondent is a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the respondent's insurance coverage, policies or capabilities may be grounds for rejection of the Proposal and cancellation of any ensuing contract.

1.12 PUBLIC CRIMES/DISCRIMINATORY VENDORS

In accordance with s. 287.133 and 287.134, F.S., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

1.13 PROHIBITED CONTACT

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

1.14 PROTEST OF RFP PROVISIONS

If a potential respondent protests any term, condition or specification of this RFP, a notice of intent to protest shall be filed with the District in writing within 72 hours after the posting of the

Request for Proposals on the District's website. Failure to file a timely protest of a provision of the RFP within the time prescribed in s. 120.57(3) F.S., shall constitute a waiver of the right to contest a term, condition or specification of the RFP in a protest of an intended award.

1.15 CHALLENGE OF DISTRICT'S INTENT TO AWARD A CONTRACT

If a respondent intends to protest the District's intent to award a contract, the notice of intent to protest must be filed in writing within 72 hours after the District's posting and the respondent shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and s. 120.57(3), F.S., shall post with the District at the time of filing the formal written protest, a bond pursuant to s. 287.042(2)(c), F.S.

Failure to file a notice of intent to protest or failure to file a formal written protest and bond within the time prescribed in Chapter 28-110, Florida Administrative Code and s. 120.57(3) and 287.042(2)(c), F.S., shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

1.16 USE BY OTHER FLORIDA GOVERNMENT ENTITIES

With the consent and agreement of the District and of the successful respondent, services may be provided by the successful respondent under this RFP to other governmental entities with the State of Florida pursuant to the terms and conditions of the contract if otherwise authorized by law. These governmental entities include other water management Districts, State of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special Districts, and other local public agencies or authorities. The District will not be a party to any other governmental entity's agreement to obtain these services pursuant to this RFP. The District shall not be responsible for payment of services delivered or performed for any other governmental entity that uses the services of the successful respondent pursuant to this paragraph.

1.17 DISCLAIMER

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal in response to this RFP. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of the respondents' ability to meet the requirements of the RFP.

1.18 PUBLICITY

The respondent shall obtain the prior approval of the District for all news releases or other publicity pertaining to this RFP or the service, study or projects to which it relates.

1.19 WAIVER OF MINOR IRREGULARITIES

The District may waive minor irregularities in proposals received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the RFP that, if waived, will not have an adverse effect on the District's interest

and will not give a respondent an advantage or benefit not enjoyed by the other respondents. The District is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

1.20 TERMINATION

Unless otherwise agreed to by the District, any contract or renewal resulting from this RFP may be terminated by the District without cause upon 30 days written notice. Termination is effective upon the 30th day as counted from the date of the written notice.

SECTION 2. RESPONDENT PROPOSALS

2.1 PROPOSAL REQUIREMENTS

Proposals submitted in response to RFP 18-004 for Contractual Services – Staff Augmentation for Custom Application Development to the Northwest Florida Water Management District are to, at a minimum, include the following information:

- a. **Contact information**: Name, title, email address, and telephone number of person who can respond to inquiries regarding this reply and, if different, of the person who will sign the contract, if awarded.
- b. **Location**: Provide name and business address of subcontractors (if any) who may be utilized to provide services to the District.
- c. **Qualifications of Firm and Proposed Staff**: A description of the qualifications of the firm in providing similar assignments. A brief description of the respondent's organization, size, range of activities, project team organization chart, and any other appropriate information to describe the organization.

Furthermore:

- i. Identify expertise and capabilities of the firm, the individual recommended to be designated as the Lead Application Developer, and key individuals available to perform the activities identified in **1.3 SCOPE OF WORK**.
 - ii. For each proposed staff, list the job title, qualifications, length of employment with the firm, education and current certifications/licenses obtained. Job titles identified are to be the same job titles submitted in the Schedule of Costs (See **Exhibit A Example Schedule of Costs**).
- d. **Hourly rate(s)**: Complete a Schedule of Costs. For each proposed staff, include a job title and hourly rate. A Schedule of Costs is to be identified for the base term of the three (3) years and for the optional three (3) year renewal term. Failure to provide a Schedule of Costs for the base term and for the renewal term may be grounds for rejecting a proposal

deemed to be nonresponsive. See **Exhibit A** Example Schedule of Costs.

- e. **Minimum of three (3) separate client references:** Include names, addresses, emails, telephone numbers, and contacts, for which the firm has performed similar work under contract in the past five years. Include a brief description of the purpose of the contract and the types of services provided under the contract.
- f. **Conflict of interest:** Include a statement to address any conflict of interest; specifically, disclosing the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, disclose the name of any state employee or any Board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the firm, subsidiaries, or branches.
- g. **Pertinent litigation:** Include a summary of any pertinent litigation filed against the firm during the last three years.

2.2 SUBMISSION AND WITHDRAWAL

The District will receive proposals at the following address:

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

Please be advised that mail delivery to the District is not always by 2:00 p.m. ET.

For deliveries via hand delivery, please use the address below:

Northwest Florida Water Management District
U.S. Highway 90 west, 10 miles west of Tallahassee

**THE DISTRICT MUST RECEIVE ALL PROPOSALS BY 2:00 P.M. ET
ON JUNE 22, 2018, THE DAY OF THE PUBLIC OPENING.**

Proposals received after this deadline will not be considered.

The District cautions respondents to assure actual delivery of mailed or hand delivered proposals directly to the Agency Clerk in the District's Division of Administration prior to the deadline set for opening. Telephone confirmation of timely receipt of the proposal may be made by calling (850) 539-5999 and asking for the Agency Clerk before the proposal opening time. Proposals by telegram, telephone or fax will not be acceptable. The Northwest Florida Water Management District is located in the Eastern Time Zone, approximately ten (10) miles west of Tallahassee on U.S. Highway 90. Please be advised that mail delivery to the District is not always by 2:00 P.M. ET.

Receipt of a proposal by any District office or personnel other than the District receptionist or the

Agency Clerk in the Division of Administration shall not constitute "delivery" as required by this RFP.

A respondent may withdraw a proposal by notifying the District in writing at any time prior to the opening. Respondents may withdraw proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the sealed proposal. Proposals, once opened, become the property of the District and will not be returned to the respondents.

Proposals received by the District in response to this RFP will become a public record (unless an exemption to Florida's Public Records Law applies) when the District posts notice of its intended decision or 30 working days after opening the proposals, whichever is earlier. If the District rejects all proposals and concurrently provides notice of its intent to reissue the RFP, the rejected proposals remain exempt from Florida's Public Records Law until such time as the District provides notice of an intended decision concerning the reissued RFP or until it withdraws the reissued RFP. A proposal is not exempt for longer than 12 months after the initial notice rejecting all proposals.

By submitting a proposal, each respondent agrees that its proposal shall remain a valid offer for at least 60 calendar days from June 22, 2018 and that, in the event the contract award is delayed by appeal or protest, such 60-day period is extended until entry of a final order in response to such appeal or protest. Any proposal that expresses a shorter duration may, in the District's sole discretion, be accepted or rejected.

2.3 PACKAGING AND DELIVERY

A printed proposal must be submitted in a sealed opaque envelope along with one USB flash drive containing an Adobe® PDF version of the proposal. The proposal is required to contain an original signature from an official who is authorized to bind the firm to the reply. Proposals must be in hardcopy form typed on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion.

Proposals must be submitted in person, by courier, or by mail. Proposals by telegram, telephone, email or fax will not be accepted. The following instructions must be typed on or affixed to the outermost package containing the proposals in capital letters:

"SEALED PROPOSAL RFP 18-004 FOR CONTRACTUAL SERVICES – STAFF AUGMENTATION FOR CUSTOM APPLICATION DEVELOPMENT, TO BE OPENED JUNE 22, 2018, 2:00 P.M. ET AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."

The outermost package shall also include the respondent's name and business address. Packages received but not properly marked may be considered as nonresponsive.

Respondents who utilize courier service packing and shipping materials must ensure proposals are still sealed inside the courier-supplied shipping materials. Please see **2.2 SUBMISSION**

AND WITHDRAWAL for more information.

2.4 DISTRICT FORMS AND RULES

When included, all applicable forms supplied by the Northwest Florida Water Management District shall be submitted with proposals. All proposals must comply with applicable Florida Statutes, laws, and rules.

2.5 RESPONDENT CHECK LIST

Please review this checklist (RFP 18-004) to ensure that you have properly followed the instructions. Many bids and proposals are rejected due to the respondent simply failing to comply with required preparation and submission requirements.

- Have you performed a final review of your response to ensure you included all required documentation?
- Have you signed and included the Submittal Form?
- Have you signed and included all Addenda Acknowledgement forms, if applicable?
- Is your envelope properly marked? See **2.3 PACKAGING AND DELIVERY** for further details. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your proposal is opened prior to the designated date and time, **it cannot be considered.**
- Have you selected the method of shipping that will ensure that your proposal will arrive before the deadline? Proposals received after the date and time specified **will not be considered.**

SECTION 3. EVALUATION AND CONTRACTING

3.1 EVALUATION CRITERIA

Evaluation of the submitted proposal materials will be conducted by a Selection Committee comprised of three District staff of the Northwest Florida Water Management District using the following criteria, corresponding to factors listed in the table under Section 1.3, will be used to evaluate Respondents deemed to be the most qualified to perform the required work.

Contractual Services – Staff Augmentation for Custom Application Development

	Criteria	Maximum Points
1	Firm(s) experience and expertise of assigned personnel with relevant technologies and tools	20
2	Firm(s) ability to maintain and enhance a robust high availability geospatial and non-geospatial environment as outlined in Section 1.3	20
4	Firm(s) relevant experience with priority consideration for NFWFMD and SJRWMD Inter-District permitting business systems, databases and applications.	20
5	Firm(s) relevant experience with priority consideration in the NFWFMD and SJRWMD Inter-District automated ETL workflows for geospatial and non-geospatial databases	20
6	Schedule of costs, as indicated by submitted hourly rate schedule for base term and renewal term	10
7	Minimum of three (3) separate client references	10
	Total Points Available	100

Price is not the sole or predominant factor in the evaluation of the proposals to assure that highly qualified firms receive consideration.

Each Selection Committee member will complete a separate evaluation form for each proposal and independently evaluate and assign points to the criteria for each proposal. An average of the points for each criterion from the three Selection Committee members will be calculated. A proposal’s total score will be the sum of its averages. Proposals will be ranked from highest to lowest scores. During the evaluation process, the District reserves the right, where it may serve the District’s interest, to request additional information from respondents for clarification purposes only.

The ranking of proposals from highest to lowest score will serve as the recommended ranking of the District’s Selection Committee and be presented to the Governing Board for action at the duly noticed public Governing Board meeting on July 12, 2018 at District headquarters.

3.2 CONTRACT AWARDS

The District anticipates entering into a contract with the respondent who submits a proposal judged by the District to be most advantageous taking into consideration the evaluation criteria set forth in this RFP and the ranking of the Selection Committee.

The initial contract shall be for a base period of three (3) years, with an option for a renewal of three (3) Years at the District’s discretion.

The District reserves the right to reject any and all proposals, to waive any minor irregularities and to solicit and re-advertise for other proposals. Mistakes clearly evident on the face of the proposal documents, such as computation errors, may be corrected by the District.

The respondent understands that this RFP does not constitute an agreement or a contract with the

District. An official contract is not binding until proposals are reviewed and accepted by the Selection Committee, approved by the appropriate level of authority within the District, and the contract or agreement is executed by both parties. A contract awarded pursuant to this RFP does not obligate the District to assign any work to a respondent nor does it obligate the District to pay a respondent the rates reflected in the respondent's Schedule of Costs. The District retains the right to negotiate a lower Schedule of Costs after the contract award, if it is in the best of the District to do so.

A negotiated contract may be subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting. The contract will take precedence in the event of any conflict between language in the contract and this RFP.

The contract document must comply with Chapter 287, Florida Statutes, in terms of containing required contract clauses and those stipulated by the District, including but not limited to invoicing requirements.

Notice of a contract award shall be posted on the District's website and on the State of Florida Vendor Bid System website. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes

3.3 CONTRACT OPERATIONS

The selected firm(s) will enter into a contract with the District. The contract will specify hourly rates to be used as the basis of compensation, and invoicing, reporting, payment schedule requirements, financial consequences, and any other provisions stipulated by the District.

The selected firm must be capable of commencing work within 15 days of the issuance of a Notice to Proceed by the District. The selected firm will be required to commit personnel and resources as necessary to perform, without interruption, all work associated with the project. Financial consequences for failure to initiate work within the specified time, for late performance, or for non-performance within agreed-upon schedules will be included in the contract for services.

Reports prepared by the consultant shall contain the results of the data collected and other pertinent information pertaining to the work performed. Electronic files of all information collected, developed and presented also shall be provided to the District at the time of the submission of Report(s) or other Deliverables.

The contract will take precedence in the event of any conflict between language in the contract and this RFP.

SECTION 4. SUBMITTAL FORM

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this Response as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this Response or in the Agreement to be entered into; that this Response is made without connection with any other person, company, or parties submitting a Response; and that this Response is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the Response opening, as acknowledged via separate form attached (where applicable); and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its Response is accepted and an Agreement negotiated with the District, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance

Authorized Signature

Position or Title

Typed Name of Above Signature

Agency or Company

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

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

Agency Clerk
Northwest Florida Water Management District

EXHIBIT A – EXAMPLE SCHEDULE OF COSTS

The Contractor shall be compensated by the District on a cost reimbursement basis in accordance with the following hourly rates:

Base term of three (3) years:

<u>Job Title:</u>	<u>Rate Per Hour</u>
Principal	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx

Renewal term of three (3) years:

<u>Job Title:</u>	<u>Rate Per Hour</u>
Principal	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx

Any out-of-pocket expenses for travel, copying, etc., are to be incorporated into these rates, except for travel related to work conducted at locations that go beyond headquarters in Havana, Florida. Traveling beyond headquarters shall be reimbursed in accordance with s. 112.061, F.S., using District pre-approval and reimbursement forms. Examples include traveling to one of the District’s field offices or to a Board meeting held away from headquarters.

EXHIBIT B – DRAFT AGREEMENT FOR CONTRACTUAL SERVICES

**Agreement for Contractual Services for Staff
Augmentation for Custom Application
Development
Between
Northwest Florida Water Management District
And
[Contractor]
(NFWFMD Contract Number 18-XXX)**

This agreement (the “Agreement”) is by and between the Northwest Florida Water Management District (hereinafter, the District) and _____ (hereinafter, the Firm). The District and the Firm assert as follows:

SECTION 1 – TERM OF THIS CONTRACT

- A. This base contract is effective on the date it is executed by the last party to execute it, and shall remain in effect through July 11, 2021, subject to the availability of appropriated funds in each fiscal year of the District and satisfactory performance.
- B. Unless terminated earlier as provided herein, thirty (30) days prior to the last day of its term, this base contract may be renewed on the same terms and conditions as set out herein for a time period not to exceed three (3) years, subject to the availability of appropriated funds in each fiscal year of the District.

SECTION 2 – TERMINATION OF CONTRACT

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This Section 2 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed 30 days to resolve deficiencies, disputes or other contract issues to the District’s satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new tasks requiring additional compensation without written approval by the District.
- C. Unless otherwise agreed to by the District, any contract or renewal resulting from this RFP may be terminated by the District without cause upon 30 days written notice. Termination is effective upon the 30th day as counted from the date of the written notice.

- D. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination. The Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all work products completed or in progress at the date of termination.

SECTION 3 – SCOPE OF SERVICES

- A. The Contractor shall perform and render all services as an independent Contractor of the District and not as an agent, representative, or employee of the District. Services shall be provided in accordance with the Contractor’s proposal submitted under RFP 18-004 entitled “Contractual Services – Staff Augmentation for Custom Application Development” incorporated herein by reference, the Scope of Work included in the RFP document, and at the discretion of the District.

SECTION 4 – SCHEDULE OF COSTS

The District shall compensate the Contractor in the following manner:

The Contractor shall receive its hourly rates multiplied by the hours (prorated for partial hours) worked providing the services as set out herein. Billable hours shall be measured in tenths of an hour. Only time spent actually providing services to the District will be compensated.

Hourly rates in the contract shall already be inclusive of phone charges, mail, paper, copier, gas, vehicle use, overtime, and other related costs except for travel related to work conducted at locations that go beyond Headquarters in Havana, Florida. In such instances, travel shall be reimbursed in accordance with s. 112.061, F.S., using District pre-approval and reimbursement forms. Examples include traveling to one of the District’s field offices or to a Board meeting held away from Headquarters.

<u>Job Title:</u>	<u>Rate Per Hour</u>
_____	\$ ____.
_____	\$ ____.
_____	\$ ____.
_____	\$ ____.
_____	\$ ____.

Any out-of-pocket expenses for travel, copying, etc., are to be incorporated into these rates, except for travel related to work conducted at locations that go beyond headquarters in Havana, Florida. Traveling beyond headquarters shall be reimbursed in accordance with s. 112.061, F.S., using District pre-approval and reimbursement forms. Examples include traveling to one of the District’s field offices or to a Board meeting held away from headquarters.

SECTION 5 – PROCEDURE FOR PAYMENT

- A. The Contractor shall submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. All costs listed on a statement shall be for services that have already been rendered and costs that have already been paid.
- B. An original invoice, including appropriate backup documentation, shall be submitted to the District's Contract Manager, at the following address. An original invoice may be submitted either electronically to Danny.Layfield@nfwwater.com or in hard copy.

Danny Layfield (or successor)
Division of Asset Management
Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
Danny.Layfield@nfwwater.com

- C. Each statement shall be submitted in a format that includes, at a minimum, the following information:
 - 1. Invoice number for the particular bill;
 - 2. The Contractor's taxpayer identification number;
 - 3. The Contractor and Board contract administrators' names and District contract number;
 - 4. Inclusive dates of the month(s) covered by the invoice;
 - 5. Itemization of the date; hours billed; a concise, meaningful description of the services rendered, with sufficient detail to enable the District to evaluate the services rendered and costs; the person(s) who performed the services for each day during which the Contractor performed work; their hourly rate as specified herein; and any additional travel-related expense as applicable with signed travel pre-authorization and reimbursement forms;
 - 6. The total only of the current bill. Prior balances or payment history should be shown separately, if at all;
 - 7. A certification statement, signed by the Contractor's contract administrator that reads, "I certify that all costs and fees claimed for payment are accurate and were performed in furtherance of the contract between the Contractor and the Northwest Florida Water Management District"; and
 - 8. Any other information as may be requested by the District's contract administrator.
- D. Unless otherwise agreed between the parties, payment is due for statements no later than 30 days after receipt by the District.

SECTION 6 – RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all work and services provided to the District under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the District in reports, drawings, and in conjunction with all other services provided for under this Agreement.
- B. The District's approval of field activities, reports, drawings, other services, and incidental work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of his work. For the purposes of this Agreement, technical adequacy shall refer to the performance of all work in accordance with the Quality Assurance requirements set forth in the Contractor's proposal with said work performed in accordance with the generally accepted standards and professional practices. The District's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause for action arising out of the performance of this Agreement.
- C. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor's negligent performance of any of the services furnished under this Agreement.
- D. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in work.
- E. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- F. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 7– TRUTH-IN-NEGOTIATIONS

The Contractor certifies that wage rates supporting the compensation are accurate, complete, and current at the time of contracting. The original contract rates and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract rates were increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

SECTION 8– COMPENSATION

- A. The Firm shall receive its hourly rates multiplied by the hours (prorated for partial hours) worked providing the services as set out herein. Billable hours shall be measured in tenths of an hour. Only time spent actually providing services to the District will be compensated.
- B. The Contractor shall submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review.

- C. Unless otherwise specified the compensation amount will be determined on the basis of the unit prices as set forth in Attachment A. The basis of compensation shall be pre-determined for each task as outlined in Attachment A. All travel shall be in accordance with Section 112.061, Florida Statutes and must be pre-approved by the District. In such instance, travel expenses must be submitted on District travel forms.
- D. An original invoice, including appropriate backup documentation, shall be submitted to both the District's Project Manager at contact information included in Section 9.B, and the District's Accounting Department, at the contact information listed below. An original invoice may be submitted either electronically or in hard copy.

Northwest Florida Water Management District
 81 Water Management Drive
 Havana, FL 32333
AccountsPayable@nfwwater.com

SECTION 9 – APPROVALS AND NOTICES

- A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed below. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- B. The District's Contract Manager for this contract is identified below:

Danny Layfield, or successor	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999 x.256
Fax No.:	(850) 539-2777
E-mail Address:	[Danny.Layfield@nfwwater.com]

The Contractor's Contract Manager for this contract is identified below:

[Contractor's Contract Manager's Name], or successor	
[Company Name]	
[Office or Program Name, if applicable]	
[Mailing Address]	
[City, State and Zip]	
Telephone No.:	(XXX) XXX-XXXX
Fax No.:	(XXX) XXX-XXXX
E-mail Address:	

- C. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.
- D. The District shall, at its sole discretion, determine whether the project tasks have been satisfactorily completed.

- E. The Contractor agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from any act or failure to act by the Contractor, its agents or employees to the extent permitted by Florida law.
- F. The District may unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with the contract.

SECTION 10 – INSURANCE

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than \$1,000,000 for each accident for Bodily Injury by Accident, \$1,000,000 policy limit and \$1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for thirty (30) days' notice to the District of cancellation or any material change in the terms of the insurance policies.

SECTION 11 – SUBCONTRACTORS

- A. The Contractor shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor's proposal for this Agreement are pre-approved for use.
- B. When applicable the Contractor shall cause the names of subcontractor firms responsible for portions of the work to appear on such work.
- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all subcontracts within ten (10) days after the effective date thereof.
- D. The Contractor agrees to be responsible for the fulfillment of all work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder

SECTION 12 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. The Contractor will provide the District with any and all scripting, reports, plans, models, geographic information system scripts and data, studies, maps, or other documents and associated detailed scope of services and schedule. Unless otherwise specified, all written materials, documents, plans, model results, and maps shall be submitted to the District in editable electronic format by the Contractor, and hard copies shall be provided as requested by the District. All digital photos, graphics, and maps shall be of sufficient quality to be reproducible.

- B. The Contractor shall be responsible for the validation of all field and analytical data collected by the Contractor and shall be responsible for the accuracy of all reports submitted to the District.
- C. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- D. All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a “work made for hire” as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.
- E. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District’s sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. Consultant shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

SECTION 13 – RELEASE OF INFORMATION

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by the District. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Chapter 119, Florida Statutes. However, the Contractor shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the District in writing.

SECTION 14 – CHOICE OF LAW/FORUM

- A. The parties hereby agree that any and all actions or disputes arising out of this contract shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.
- B. Failure to file a protest within the time prescribed in s. 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

SECTION 15 – PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

SECTION 16 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

- A. The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for three (3) years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Grantee shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. Firm shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the District to perform the services under this agreement.
- C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- D. If the Firm meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable

- time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
- ii. Upon request from the District’s custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
 - iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
 - iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at ombudsman@nwfwater.com; or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.

SECTION 17 – AGENCY INSPECTORS GENERAL

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

SECTION 18 – PAYMENTS

Payment will be made upon inspection and approval by the Project Manager of deliverables as specified and within 30 days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review.

SECTION 19 – REMEDIES

A. In accordance with 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance. If Contractor fails to conduct the work as specified in Section 3 “Scope of Work”, the District shall apply the financial consequences identified therein.

B. Cumulative Remedies. The rights and remedies of the District in this Section 19 are in addition to any other rights and remedies provided by law or under this contract.

SECTION 20 – EXECUTION OF COUNTERPARTS

This contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SECTION 21 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This contract, including Attachment A, the Contractor’s Proposal submitted for RFP 18-004, and the District’s Request for Proposals and supporting documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this contract shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto. [This Section 21 is not intended to negate or supersede that certain _____ Agreement dated _____, 20__, between the District and the Contractor, which is in the process of being performed.]

IN WITNESS THEREOF, the District and the Contractor have executed this contract as of the date below written.

Northwest Florida Water Management District (CONTRACTOR)

By: _____

Brett J. Cyphers
Executive Director

By: _____

(NAME)
(TITLE)

Date: _____

Date: _____

Attachment A to Contract Number 18-XXX
Example Schedule of Costs

A. The Contractor shall be compensated by the District for cost reimbursement tasks in accordance with the following hourly rates:

Base term of three (3) years:

<u>Job Title:</u>	<u>Rate Per Hour</u>
Principal	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx

Renewal term of three (3) years:

<u>Job Title:</u>	<u>Rate Per Hour</u>
Principal	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx
	\$xx.xx

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

VENDOR REGISTRATION FORM

Vendor Information (Please type or print clearly)

Date: _____ FEID or SS Number _____

E-mail Address (if applicable): _____

Vendor Name: _____

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

City: _____ State: _____ Zip: _____

Remittance Address: _____
(If different from mailing address)

Contact Person: _____ Title _____

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

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

<u>Non-Minority Business Classification</u>	<u>Certified Minority Business Enterprise</u>	<u>Non-Certified Minority Business Enterprise</u>	<u>Non-Profit Organization</u>
A__ Non-Minority	H__ African American	N__ African American	S__ 51% or more Minority Board of Directors
B__ Small Business-State*	I__ Hispanic	O__ Hispanic	T__ 51% or more Minority Officers
C__ Small Business-Federal	J__ Asian/Hawaiian	P__ Asian/Hawaiian	U__ 51% or more Minority community Served
E__ Governmental Agency	K__ Native American	Q__ Native American	V__ Other Non-Profit
F__ Non-Profit Organization	M__ American Woman	R__ American Woman	
G__ P.R.I.D.E.			

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

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

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

Signature

Date

Name and Title (Printed or Typed)

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

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

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

What Name and Number To Give the Requester

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