

INVITATION TO BID
2017 GREENHEAD ROAD SAND PINE TIMBER SALE
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(BID NUMBER 18B-001)

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, will receive sealed bids up to the 2:30 P.M. EST opening time on December 12, 2017 to conduct a sand pine timber clearcut harvest on a per ton basis for the sale of one sand pine timber stand (totaling approximately 340 acres). The sale is located in Washington County, Florida.

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

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

All bids must comply with applicable Florida Statutes.

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PART I - GENERAL INFORMATION

1-1 DEFINITIONS

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

1-2 PURPOSE

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

2017 GREENHEAD ROAD SAND PINE TIMBER SALE

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

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

Hereinafter referred to as the "District"

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:30 P.M. EST
ON DECEMBER 12, 2017**

1-4 INVITATION TO BID

The District solicits offers for the services of responsible bidders to conduct pine timber clear cut harvesting operations to cut and remove sand pine timber located on approximately 340 acres located in Washington County. The selected Purchaser agrees to pay the District an agreed upon per ton price for the specified sand pine timber product.

1-5 CONTRACT AWARDS

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

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

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

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

Notice of a contract award shall be posted on the District's website at www.nwfwater.com and the state Vendor Bid System through the BUSINESS link at MyFlorida.com. Failure to file a protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes.

1-6 DEVELOPMENT COSTS

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

1-7 INQUIRIES

The District encourages interested parties to contact the District to discuss this Invitation to Bid. Tyler Macmillan, Chief, Bureau of Land Management Operations, will receive questions concerning this bid at 850-539-5999 or by email to Tyler.Macmillan@nwfwater.com from 8:30 A.M. to 5:00 P.M. weekdays, from the date of this release to 5:00 P.M. EST on December 1, 2017. The District will provide written answers to substantive questions on the District's website at www.nwfwater.com as well as post the written answers to substantive questions on the state's Vendor Bid System at:

http://www.myflorida.com/apps/vbs/vbs_search.criteria_form

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

1-8 TIMETABLE

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

- A. On November 15, 2017, the District issues the Invitation to Bid.
- B. From November 15, 2017, to 5:00 P.M. EST on December 1, 2017, the District will receive and answer inquiries received in the manner provided in 1-7 Inquiries. Any questions a bidder may have must be asked during this question and answer period. Answers to

substantive questions will be posted on the District's website at www.nwfwater.com and the state's Vendor Bid System at:

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

Any substantive questions received regarding this solicitation after 5:00 P.M. EST on December 1, 2017 will not be answered.

- C. The District must receive the bids by 2:30 P.M. EST opening time on December 12, 2017.
- D. From opening time the District will review and evaluate the bids on a timely basis.
- E. The District may enter into a contract after conducting negotiations and obtaining appropriate approvals.

1-9 DELAYS

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

1-10 BID SUBMISSION AND WITHDRAWAL

The District will receive bids at the following address:

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

To facilitate processing, the face of the envelope shall state in capital letters: "**SEALED BID ON BID NUMBER 18B-001 TO BE OPENED DECEMBER 12, 2017, AT 2:30 P.M. EST AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT.**"

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

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

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:30 P.M. EST
ON DECEMBER 12, 2017**

Bids received after the established deadline will not be considered. The District cautions bidders to assure actual delivery of mailed or hand delivered bids directly to the Agency Clerk in the

District's Division of Administration prior to the deadline set for opening bids. Bidders are also cautioned that the District usually does not receive U.S. mail delivery until after 2:30 P.M. EST each day; any bids received by mail after 2:30 P.M. EST on December 1, 2017, will not be considered. Telephone confirmation of timely receipt of the bid may be made by calling 850-539-5999 before bid opening time.

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

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

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

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

1-11 BID BOND

In addition to the bid, bidders must submit a bid bond in the form of a company check, cashiers check, money order, or surety bond in the amount of equal to 10 percent (10%) of the Estimated Sale Value. The selected bidder's deposit shall be converted to a security deposit and will be subject to provisions contained within the agreement. The bid deposit or bond will be returned to unsuccessful bidders upon completion of the bid opening or after the award of the contract by the Northwest Florida Water Management District to the successful bidder. All checks must be made out to the "Northwest Florida Water Management District" except cashier's checks from bidders wishing to have their bid bond check returned immediately after the bid opening, who may make their cashier's check out as follows: "Northwest Florida Water Management District or **<insert your company name here>**". This type of check must include **both** the name of the District **and** the name of the company, **separated by the word "or"**.

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

1-12 ADDENDA

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

1-13 EQUAL OPPORTUNITY

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

1-14 ORAL PRESENTATIONS

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

1-15 NEWS RELEASES

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

1-16 INSURANCE

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

1-17 PUBLIC ENTITY CRIME

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

1-18 DISCRIMINATORY VENDOR LIST

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

1-19 PROHIBITED CONTACT

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

1-20 AGENCY INSPECTORS GENERAL

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

1-21 VENDOR CHECKLIST

Please review the checklist for this bid (ITB 18B-001), to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

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

- Have you verified all amounts to ensure that they are complete and accurate?
- Have you included the bid bond as discussed in Section 1-11 on page 6?
- Have you signed the Bidder Acknowledgment form in Section 5-1 on page 13 and included it in your package?
- Have you completed the Bid Sheet form in Section 5-2 on page 14 and included it in your package?
- IS YOUR ENVELOPE PROPERLY MARKED?** See Section 1-10 on page 5 of this ITB for further details. Most rejected bids are caused by the respondent failing to properly mark their package. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your bid is opened prior to the designated date and time, it cannot be considered.
- Have you selected the method of shipping that will ensure that your response will arrive before the deadline? Responses received after the date and time specified will not be considered.
- Have you completed the W-9 Form attached and included it in your package?
- Have you provided evidence of your Minority Business status? Please attach any pertinent documents to the Invitation to Bid package.
- Have you provided copies of your current insurance coverage/limits?
- Have you provided evidence you are licensed to conduct business in the State of Florida?
- Have you provided Proof of Registration in the State of Florida as a Farm Labor Contractor if you use migrant workers for any timber harvesting operations?

PART II - SCOPE OF SERVICES

Please see the attached draft 2017 Greenhead Road Sand Pine Timber Sale Agreement for the complete Scope of Services, including all required operations, timber sale locations, specifications, schedules, instructions, and terms and conditions.

PART III - INSTRUCTIONS FOR PREPARING BIDS

3-1 RULES FOR BIDS

- A. All bids must comply with applicable Florida Statutes and rules.
- B. All timber will be sold on a per unit basis. Bids must be submitted on the attached bid form stating the price per ton for the designated timber product class. The actual net weight reflected on scale tickets will be the amount to be paid to the District for each ton of timber harvested.
- C. A timber volume estimate by product class for the 2017 Greenhead Road Sand Pine Timber Sale is included for your information. **The District does not guarantee this information.** It is the Purchaser's responsibility to inspect all areas to ascertain the quantity, quality, and estimated value of the specified timber to be harvested. If assistance with access to the site is required, please contact Tyler Macmillan at 850-539-5999 or Eric Toole at 850-722-9919.
- D. No minimum acceptable bid is published for this harvest project.
- E. Bids must be submitted on the attached District Bid Sheet Form and be accompanied by a Bid Bond (company check, cashier's check, money order, or surety bond) in the amount specified on the Bid Sheet. The per ton bid amounts must be plainly written or typed and the Bidder's signature is required. Other information to be completed on the Bid Sheet form includes the Bidder's name and title, date, company name, address, phone number, and FEID number. The District reserves the right to reject any bid that is not complete or contains invalid information.
- F. One copy of each bid must be submitted in a sealed opaque envelope. A bid consists of the completed Bidder Acknowledgment form (Section 5-1, Page 13) and the Bid Sheet form (Section 5-2, Page 14). The face of the envelope shall state in capital letters:

"SEALED BID ON BID NUMBER 18B-001 TO BE OPENED DECEMBER 12, 2017, AT 2:30 P.M. EST AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."

THE ENVELOPE SHALL ALSO INCLUDE THE RESPONDENT'S NAME AND RETURN ADDRESS. ENVELOPES NOT PROPERLY MARKED WILL NOT BE CONSIDERED.
- G. The selected bidder must sign the 2017 Greenhead Road Sand Pine Timber Sale Agreement **within 15 days** after notification of bid acceptance by the District. The security deposit furnished by the Purchaser shall provide proper protection to the District. The security deposit shall be returned to Purchaser at the termination of the Agreement provided all of its terms have been complied with to the satisfaction of the District.

If a Surety Bond is used, such bond shall include a provision whereby the Surety Company waives notice of any alteration or extension of times made by the District. The bond will remain in force beyond the initial period of the Agreement in accordance with any extensions granted by the District for cause.

- H. Payments to the District for the timber will be made on a weekly basis for the number of tons represented on weight scale tickets and a daily logging ledger while the logging operation is in progress. **The successful bidder will be required to submit an advance payment of 40 percent (40%) of the Estimated Sale Value with the signed Agreement. Payment for timber harvested calculated on a pro rata basis with the per ton rate shall be made with 40% paid from the Advanced Payment amount and the remainder (60%) payable by the Purchaser until said Advanced Payment is exhausted at which time the Purchaser will make weekly payments for 100% of the remaining timber harvested. During all timber harvesting operations, the Purchaser will be required to submit weekly records for all timber removed.**
- I. The length of the 2017 Greenhead Road Sand Pine Timber Sale Agreement shall be no more than 365 days after the date of Agreement execution. Extensions will be considered only when Acts of God or other extreme contingencies beyond the control of Purchaser prevent Purchaser from completing the harvesting operation during the designated time the Agreement is in effect. Extensions may be considered by the District in the event of extended periods of continuous site saturation. Timber market price fluctuations, mill closures, mill quotas, mill limits, and any other timber marketing conditions or issues **are not conditions** that warrant or justify harvest schedule extensions.
- J. As the best interest of the District may require, the right is reserved to reject any and all bids and to waive any irregularity in bids received.
- K. All checks must be made payable to the Northwest Florida Water Management District.
- L. The draft Agreement that will be used for this pine timber harvesting project is attached for your information and review. Bidders should carefully examine both the draft Agreement and the sale unit locations before placing a bid. If this "Invitation to Bid" contradicts the sale Agreement, the Agreement governs.

3-2 BID DELIVERY RESPONSIBILITIES

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

3-3 DISTRICT FORMS

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

3-4 CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents shall disclose with their bid the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents shall disclose the name of any state employee, or any board member, or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the respondent's firm, subsidiaries, or branches.

3-5 TAX EXEMPT

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

3-6 TRANSPORTATION

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

3-7 TIE BIDS

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

PART IV - EVALUATION OF BIDS

4-1 EVALUATION CRITERIA

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

The bid will be awarded to the Bidder who submits the highest price per ton bid for the 2017 GREENHEAD ROAD SAND PINE TIMBER SALE.

PART V - BID FORMS

5-1 BIDDER ACKNOWLEDGMENT

I, the undersigned, having read Parts I through VI of this Invitation to Bid, (Bid No. 18B-001) and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

Authorized Signature

Position or Title

Typed Name of Above Signature

Agency or Company

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

April Murray, Agency Clerk
Northwest Florida Water Management District

5-2 BID SHEET

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2017 GREENHEAD ROAD SAND PINE TIMBER SALE
BID NUMBER 18B-001**

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

Product	Estimated Total Tons*	Bid Price/Ton	Estimated Sale Value**
Pine Pulpwood	14,892	\$ /ton	\$

* Includes topwood.

** These figures are to be used for calculation of bid and performance bonds only. Payments to the District will be made on a measured per ton basis.

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

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

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

PART VI

**6-1 DRAFT 2017 GREENHEAD ROAD SAND PINE
TIMBER SALE AGREEMENT**

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

Estimated Timber Weight
2017 Greenhead Road Sand Pine Timber Sale
340 Acres

PRODUCT	TONS²
Pine Pulpwood ¹	14,892

- 1 Volume includes topwood.*
- 2 Strata-level cruise performed by Flatwoods Forestry, Inc., in January 2014.*
- 3 Merchantable timber from the clearcut harvest consists of sand pine.*

The District does NOT guarantee this information.

**NORTHWEST FLORIDA
WATER MANAGEMENT DISTRICT
2017 GREENHEAD ROAD SAND PINE
TIMBER SALE AGREEMENT**

AGREEMENT NO. 18-XXX

This Agreement (hereinafter called the "Agreement") is made this ____ day of December, 2017 by and between the Northwest Florida Water Management District (hereinafter called the "DISTRICT"), and <Insert Company Name> (hereinafter called the "PURCHASER"). The DISTRICT and the PURCHASER agree as set forth below:

Preamble

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

ARTICLE 1

Contract Documents

The contract documents which make up this Agreement consists of this Agreement document, Exhibit Maps, Invitation to Bid No. 18B-001, technical specifications, all addenda issued prior to the execution of this Agreement, the bid submitted by the PURCHASER, and all modifications issued subsequent thereto. These documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.

ARTICLE 2

Description of Work

- A. This sale shall be known as the **2017 GREENHEAD ROAD SAND PINE TIMBER SALE**.
- B. This sale area of 340 acres more or less, within lands owned by the District, is located in the following area and consists of the following approximate acreage:

Stand No.	Stand Name/ Number	County	Acres	Sections	Township	Range
1	Greenhead Road (602148)	Washington	340	14, 15, 22 & 23	1 North	14 West
TOTAL			340			

ARTICLE 3

Insurance

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

ARTICLE 4

Terms of Agreement

The overall terms of this Agreement and the terms for which the parties hereto are bound shall be for 365 days, beginning upon agreement execution/notice to proceed and ending 365 days thereafter. Extensions will be considered only when Acts of God or other extreme contingencies beyond the control of the PURCHASER prevent this time schedule from being followed. The granting of extensions of time shall be in the sole discretion of the DISTRICT. Requests for extensions must be made by the PURCHASER, in writing, at least fifteen (15) days prior to the Agreement termination with the reasons for the request stated therein. Timber market price fluctuations, mill closures, mill quotas, mill limits, and any other timber marketing conditions or issues are not conditions that warrant or justify schedule extensions.

ARTICLE 5

Technical Specifications

The PURCHASER hereby agrees to conduct harvesting operations to cut and remove all timber as delineated in Article 2, A. and B., and designated at the sale unit location listed below.

A. REQUIRED OPERATIONS/SALE UNIT DESCRIPTIONS

The PURCHASER will perform a clear-cut harvest on the 340 acres of sand pine timber located in Washington County. The harvest site is listed in Article 2.B. and the harvest stand is delineated on Exhibit Map A - Locater and Exhibit Map 1 (attached).

Stand No.	Stand Name/ Number	Harvest Method	Acres	Species	Age
1	Greenhead Road 602148	Clear-cut	340	Sand Pine	29
Total			340		

GENERAL INSTRUCTIONS

In this stand all sand pine timber is to be harvested. **All sale boundaries are designated by pink flagging tape.**

B. HARVESTING OPERATIONS

1. The PURCHASER must exercise care to prevent damage to all residual trees located within the pine timber thinning harvest stands. Special care shall be given to prevent any damage to any longleaf trees not designated for harvest by the DISTRICT.
2. The PURCHASER or his representative must have a conference with the Project Manager, Mr. Eric Toole or his representative (hereinafter collectively called the "Project Manager") before harvesting begins. This conference is to provide each party an opportunity to discuss the details of the Agreement, logging plans, roads to be used for hauling, and other matters pertinent to the sale.
3. Stumps shall be cut as close to the ground as possible and shall not be higher than six inches (6") above the ground except where otherwise authorized by the Project Manager.
4. Title to all designated trees left standing and all portions of trees felled but not utilized prior to the expiration of this Agreement, or any extensions thereof, shall remain with the DISTRICT.
5. All other timber in the Agreement area not designated in accordance with Article 5 is excluded from this sale. All dead stump wood and lightwood in the Agreement area is also excluded from this sale.
6. No tops, limbs or butts shall be left within three feet (3') of living trees. All "lodged" trees shall be freed and removed the same day such "lodging" occurs.

7. Due care shall be exercised against starting and spreading fires during the cutting operations by PURCHASER and/or its employees and subcontractors. The PURCHASER shall be held liable for all damages caused by such fires.
8. All utility lines, ditches and fences located within or immediately outside the exterior boundaries of the sale area shall be protected from damage by logging operations; and if damaged, shall be repaired immediately by and at the expense of the PURCHASER. The Project Manager may require the PURCHASER to move fences from one location to another without compensation, if in the Project Manager's judgment that fence movement is necessary to avoid risk or damage from logging operations.
9. The Project Manager shall approve or designate the location of all loading ramps. Loading of log trucks is not permitted on paved or graded roads. The DISTRICT reserves the right to designate location of skid trails. All skid roads shall be located to avoid damage to residual trees, reproduction, soil, wetlands, streams and lakes, and shall be prohibited from sensitive areas. The Project Manager will inspect the sale unit to identify and determine any sensitive areas that may be excluded as a skid trail.
10. Skidding trees down roads, trails (especially designated recreational trails that traverse stand areas), and fire lines is prohibited. These areas will also be kept free of logs, tops, brush, and debris resulting from the PURCHASER's operations hereunder, and any road, trail, designated recreational trail, or firebreak used by the PURCHASER in connection with this sale that is damaged beyond ordinary wear and tear by the PURCHASER and/or the PURCHASER's employees' use, shall be repaired promptly by the PURCHASER at the PURCHASER's expense to original conditions. The DISTRICT retains the right to close down timber sale operations in inclement weather if logging damage to roads or to the sale area is deemed by the Project Manager to be too severe.

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

11. When the PURCHASER deems it necessary to mark any trees in this sale for product designation or any other purpose, it will not use the same color of flagging and/or paint as that used by the DISTRICT.
12. Standing timber not included in the designated timber sale unit locations under the terms of this Agreement will not be used in any manner to facilitate the PURCHASER's logging operations.
13. The decision of the DISTRICT shall be final in the interpretation of the regulations and provisions governing the sale, cutting and removal of timber covered by this Agreement.
14. The PURCHASER shall be responsible for seeing that the logging area, particularly around the loading ramps, shall be free from any litter, such as oil cans, drums, paper, and other refuse. If such refuse is not disposed of during the process of the logging operation, it will be the responsibility of the PURCHASER to see that the area is cleaned up upon completion of logging activities.

15. The PURCHASER shall notify the Manager at least two (2) working days prior to completion of harvesting operations so a compliance inspection can be conducted.
16. All operations on the sale area may be suspended by the Project Manager after written notice has been served on the PURCHASER if the conditions and requirements contained in this Agreement are disregarded. Failure to comply with any of the conditions and requirements of this Agreement shall be sufficient cause for termination of this Agreement and the cancellation of all agreements for other uses of DISTRICT-owned lands.
17. The PURCHASER agrees to have a representative to provide routine onsite supervision of the harvesting operation that has completed the Florida Master Logger training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative. This person will maintain such training certification as long as this Agreement is in effect. Additionally this representative will schedule weekly on site cutting inspection visits to the harvesting operation in conjunction with the Project Manager to assure compliance with Florida's Silviculture Best Management Practices.
18. The PURCHASER must adhere to and implement all federal, state, and local environmental laws and regulations as well as any applicable best management practices for silvicultural operations as outlined in the latest version of the Florida Silviculture Best Management Practices Manual. The PURCHASER is responsible for securing any forestry authorizations that may be required under Chapter 40A-44, Florida Administrative Code, and/or any other local, state, or federal permit or authorization that may be required to conduct the harvest and timber removal operations.
19. The PURCHASER shall accept roads in their present condition and accept responsibility and expenses for any improvements in roads necessary to cut, haul, and remove the timber. During the timber harvesting operations the PURCHASER shall maintain all roads in a usable condition, suitable for the vehicular traffic to which the road is normally subjected. The PURCHASER is solely responsible for maintaining the sale roads and making them serviceable prior to logging, as approved by the DISTRICT. Rutted roads will be back bladed by the PURCHASER upon completion of harvest and when requested by the Project Manager during the harvest. The DISTRICT retains the right to close down the timber harvest operations in inclement weather if damage to roads is deemed by the Project Manager to be too severe.
20. The PURCHASER shall pay triple stumpage to the DISTRICT for any un-marked longleaf trees harvested or damaged by the Purchaser. Damage to or destruction of young longleaf pine regeneration, especially to young longleaf pine regeneration located adjacent to pine timber sale boundaries, will result in forfeiture of the security deposit or Surety Bond. Inadvertent damage to longleaf trees may be waived at the discretion of the Project Manager.

21. The PURCHASER shall be responsible for ensuring that no piles of logging debris (tops, limbs, stumps, butts, etc.) are left in any of the logging areas or loading ramps. Logging debris may be removed or may be scattered throughout the sale areas, but shall not: be left in piles or large concentrations in any particular area; be left along the edges of stands; blocking roadways; blocking designated recreational trails; or piled close to remaining trees. Skidders or other equipment are not allowed to clear logging debris near de-limbers and loading ramps by plowing into the soil with blades.
22. Maintenance of equipment may be conducted on-site only if used oil, hydraulic oil and all other disposable products are captured and properly contained, removed from the site, and properly disposed of. All product containers are to be removed from the logging site, especially tubes from grease guns and oil/hydraulic fluid containers. Small oil leaks must be fixed. Petroleum-based fluid spills 5 (five) gallons or greater in a concentrated spot shall be reported to the DISTRICT and cleaned up properly. Spills that are 25 gallons or greater must be reported to the Florida Department of Environmental Protection (“DEP”) with a field inspection made by DEP, and the PURCHASER must handle such spills according to DEP instructions. Petroleum-based fluid spills smaller than 5 (five) gallons that occur from logging equipment must also be reported to the DISTRICT, treated with appropriate absorbent and/or other neutralizing agent, and followed by removal and proper disposal of affected soils. Spills must not be buried with soil and/or sand and left untreated. Equipment that constantly leaks fluid and/or causes other problems on site shall be shut down by a DISTRICT representative and the contractor may be required to remove the problem equipment from the site.
23. To minimize the possibility of transporting and spreading exotic plant species, harvesting equipment and skidders must be cleaned of all dirt and plant material prior to moving onto DISTRICT land, prior to moving to a new harvest area, and again prior to departing the harvest area.
24. Gates/cables must be closed and locked at the end of each work day. A \$50 penalty shall be paid by the PURCHASER for each occurrence of gates/cables left unlocked or open, or for unauthorized change of locks or access.
25. Hauling entry and exit points onto public roads will be specified by the Project Manager for each stand. The PURCHASER/Logger is required to provide a minimum of two (2) signs stating: “Trucks Entering and Leaving Highway” (or similar acceptable language), and place the signs in appropriate locations.
26. Gopher tortoises are a protected species and may be present within the harvest stand areas and in other areas throughout the property. Logging crews must prevent impacts to tortoises and their burrows by avoiding burrow aprons and tunnels and watching out for individual tortoises during all harvest operations. Gopher tortoises shall not be injured, captured, moved or removed from DISTRICT timber harvest areas.

C. HARVEST SCHEDULE

1. The PURCHASER must complete the harvest operations within 365 days of Agreement execution.

ARTICLE 6

Subcontracts

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

ARTICLE 7

Other Rights and Responsibilities

- A. The right of ingress, egress and regress is hereby granted to the PURCHASER for the duration of this Agreement. The DISTRICT reserves the right to regulate or prohibit ingress and egress and designate or approve the location of any new roads across and upon unit locations designated by the DISTRICT.
- B. The PURCHASER, in exercising the rights herein granted, shall not in any way interfere with the use by the DISTRICT of said land or with the use by other lessees, licensees, contractors or agents of the DISTRICT of any portion of said land under rights heretofore or hereafter granted to them by the DISTRICT. This Agreement is subject to any such rights and to such easements as may exist over, upon or across the lands described herein.

ARTICLE 8

Termination of Agreement

- A. The DISTRICT or its designated representatives will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Agreement. The DISTRICT'S decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto. This section does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- B. If the PURCHASER shall fail to fulfill its obligations in a timely and proper manner its obligations under this Agreement, or if the PURCHASER shall violate any of the covenants, agreements, or stipulations of this Agreement, the DISTRICT shall have the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the PURCHASER of such termination and specifying the effective date

thereof. The PURCHASER shall not be relieved of liability to the DISTRICT for damages sustained by the DISTRICT because of any breach of the contract, and the DISTRICT may deduct the amount of damages due to such breach from the Surety Bond or security deposit, as the case may be, without prejudice to any other rights the DISTRICT may have as a result of such breach, including but not limited to the right to consequential or incidental damages.

ARTICLE 9

Indemnification

The PURCHASER agrees to assume full responsibility and be liable for all damages to persons or property incurred in or resulting from the harvesting of timber; except to the extent such damages are due to the negligence or willful misconduct of the DISTRICT, or the DISTRICT'S representatives; and the PURCHASER agrees further, by acceptance of the award of this Agreement, to release, acquit, indemnify, save and hold harmless the DISTRICT, its officers, agents, and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Agreement, except to the extent of any claim arising from the negligence or willful misconduct of the DISTRICT.

ARTICLE 10

Payments

- A. The PURCHASER agrees to harvest and remove all timber included in this Agreement in strict accordance with all conditions and requirements contained herein.
- B. The PURCHASER agrees to pay the DISTRICT \$_____ per ton for all pine pulpwood, as described in ARTICLE 2, B.

The PURCHASER has submitted an Advance Payment of \$ (<insert amount equal to 40% of estimated sale value>). The PURCHASER shall cut against the Advance Payment at the per ton rates set forth above on a prorata basis until said Advance Payment is exhausted at which time the PURCHASER will make weekly payments for all timber removed.

It is specifically agreed between the parties hereto that if at the end of the agreement, or any extension thereof, if the total amount of \$(<insert amount equal to 40% of estimated sale value>) worth of timber has not been harvested and removed from the sale area, the difference between the value of the timber cut and removed, based upon scale tickets delivered to the DISTRICT, and the Advance Payment shall be refunded to the PURCHASER by the DISTRICT.

The PURCHASER will submit weight scale tickets, a daily logging diary (see Exhibit A attached), and payment to the DISTRICT on a weekly basis, while the logging operation is in progress. Payment will be based on the total net weight for all scale tickets for all timber

removed within a calendar week. A dated weight scale ticket from a state certified scale, which includes, gross, tare, and net weights must be presented for each load removed from the site and appearing on the logging diary. The logging diary will be inspected and verified by the DISTRICT staff throughout the logging operation. Weekly payments, scale tickets, and diaries are due to the DISTRICT no later than Wednesday of the following week. No deductions will be allowed on scale tickets without approval in advance from the DISTRICT.

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

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

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

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

- C. All monies deposited under this Agreement shall, upon failure of the PURCHASER to fulfill all conditions and requirements herein set forth or made a part hereof, be retained by the DISTRICT to be applied to the satisfaction of the PURCHASER'S obligation hereunder.
- D. Title to all timber included in this Agreement shall remain with the DISTRICT until it has been paid for.
- E. The DISTRICT may cancel this Agreement for refusal by the PURCHASER to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes.

ARTICLE 11

Penalties

- A. Undesignated live or dead trees which are cut or otherwise injured by the PURCHASER'S operations shall be paid for by the PURCHASER at triple stumpage, based on a stump cruise by the DISTRICT, provided such payment shall not release the PURCHASER from liability for any damage accruing to the DISTRICT, other than for value of said trees. Triple stumpage is based on the selling price for this timber sale, as determined by the DISTRICT. The Project Manager or his representative will be the sole authority in determining the extent of trees qualifying as injured by PURCHASER.
- B. The Project Manager may, at his/her discretion, waive accidental damage to small amounts of excluded timber.
- C. All telephone lines, ditches, fences, roads, trails, firelines, culverts, and other improvements shall be protected from damage by the PURCHASER'S activities. The determination of damage shall be made in the sole discretion of the DISTRICT, and the cost of any repair of such damage shall be deducted from the Surety Bond or security deposit held by the DISTRICT.

ARTICLE 12

Inspection and Value

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

ARTICLE 13

Environmental Laws and Regulations

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

ARTICLE 14

Amendments

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

ARTICLE 15

Discriminatory Vendor List

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

ARTICLE 16

Public Entity Crime

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

ARTICLE 17

Venue and Enforcement

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

ARTICLE 18

Agency Inspectors General

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

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

<Insert PURCHASER Name>

**Northwest Florida Water
Management District**

By: _____

By: _____

Brett J. Cyphers
Executive Director

Print Name: _____

Print Title: _____

Date: _____

Date: _____

Exhibit Map A



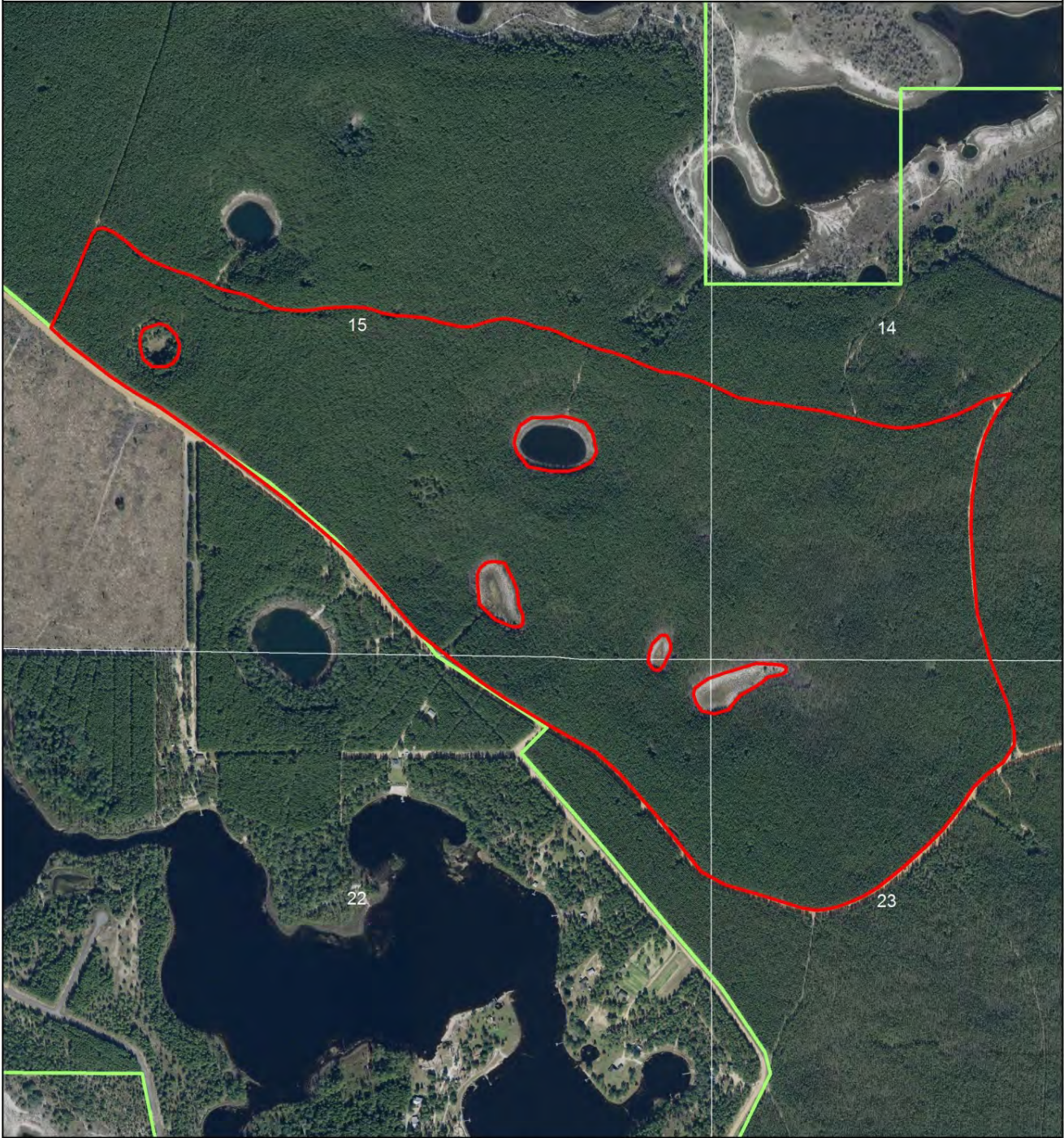
General Location Map
2017 Greenhead Road Sand Pine Timber Sale
Econfina Creek WMA
Washington County, Florida
340 Acres

-  Harvest Area
-  District Lands

0 3 6 12 Miles




Exhibit Map 1



2017 Greenhead Road Sand Pine Timber Sale
Econfina Creek WMA
Sections 14,15,22,&23; T1N; R14W
Washington County, Florida
340 Acres

-  Harvest Area
-  District Lands

0 0.075 0.15 0.3 Miles



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

VENDOR REGISTRATION FORM

Vendor Information (Please type or print clearly)

Date: _____ FEID or SS Number _____

E-mail Address (if applicable): _____

Vendor Name: _____

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

City: _____ State: _____ Zip: _____

Remittance
Address: _____
(If different from mailing address)

Contact Person: _____ Title _____

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

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

<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
G ___ P.R.I.D.E.	M ___ American Woman	R ___ American Woman	

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

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

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

Signature

Date

Name and Title (Printed or Typed)

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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