

INVITATION TO BID
ECONFINA CREEK WMA 2011 PULPWOOD SALE
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(BID NUMBER 11B-004)

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, will receive sealed bids up to the 2:00 P.M. EDT opening time on May 10, 2011, to conduct a clear-cut harvest for a per ton sale of two sand pine timber stands comprising approximately 657 acres in Bay 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, or by calling (850) 539-5999 or visit the District's website at www.nwfwmd.state.fl.us or on the state Vendor Bid system through the BUSINESS link at MyFlorida.com.

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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GENERAL INFORMATION

PART I

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:

ECONFINA CREEK WMA 2011 PULPWOOD SALE

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

Division of Land Management and Acquisition
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 2:00 P.M. EDT
ON MAY 10, 2011**

1-4 INVITATION TO BID

The District solicits offers for the services of responsible bidders to conduct harvesting operations to clearcut and remove sand pine timber located on approximately 657 acres. The successful purchaser will be required to harvest two (2) sand pine sale areas and pay the District an agreed upon per ton price.

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 contractor 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.

Notice of a contract award shall be posted in the office of the Agency Clerk. 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. Mark Herndon, Associate Lands Manager, will receive questions concerning this bid at (850) 722-9919, from 7:30 A.M. to 4:00 P.M. CDT weekdays, from the date of this release to 2:00 P.M. CDT on May 10, 2011. Tyler Macmillan, Chief, Bureau of Land Management Operations, may also be contacted at (850) 539-5999, from 8:30 A.M. to 5:00 P.M. EDT weekdays, from the date of this release until 2:00 P.M. EDT on May 10, 2011. The District will provide written answers to substantive questions in the form of written addenda to all bidders who requested the Invitation to Bid package.

If issued, the District will mail written addenda at least seven calendar days before the bid opening date. All bidders should contact the District at least seven days before the bid opening date to ascertain whether any addenda have been issued.

1-8 TIMETABLE

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

A. On April 5, 2011 the District issues the Invitation to Bid.

- B. From April 5, 2011 to May 10, 2011, the District will receive and answer inquiries (received by telephone and/or by mail).
- C. The District must receive the bids by the 2:00 P.M. EDT opening time on May 10, 2011.
- 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.

1-10 BID SUBMISSION AND WITHDRAWAL

The District will receive bids at the following address:

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

For deliveries via courier service, please use the address below:

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

To facilitate processing, the face of the envelope shall state in capital letters: "**SEALED BID ON BID NUMBER 11B-004 TO BE OPENED MAY 10, 2011, AT 2:00 P.M. EDT AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT.**"

The envelope shall also include the bidder's 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 2:00 P.M. EDT
ON MAY 10, 2011.**

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

Administration prior to the deadline set for opening bids. Bidders are also cautioned that the District usually does not receive U.S. mail delivery until after 2:00 P.M. EDT each day; any bids received by mail after 2:00 P.M. EDT on May 10, 2011 will not be considered. Telephone confirmation of timely receipt of the bid may be made by calling (850) 539-5999 before bid opening time.

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

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

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

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

1-11 BID BOND

In addition to the bid, bidders must submit a Bid bond in the form of a cashiers check, money order, or surety bond in the amount of \$25,000 (twenty five thousand and 00/100 dollars). The successful bidder's deposit shall be converted to a performance bond and will be subject to provisions contained within the agreement. The deposit or bond may be returned to the unsuccessful bidders upon completion of the bid opening or after the award of the contract by the Northwest Florida Water Management District to the successful bidder. All checks must be made out "Northwest Florida Water Management District" except checks from bidders wishing to have their bid bond check returned immediately after the bid opening, who may make their 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 provide written addenda to all prospective bidders who requested a paper copy of the Invitation to Bid. The written addenda will also be

posted on the District's internet website and on the State of Florida's 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 websites or with the District's project manager prior to submitting their bid.

1-13 EQUAL OPPORTUNITY

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

The District encourages participation by minority and women business enterprises (MBE/WBE) and requests MBE/WBEs to submit evidence of such designation with their bids. For further information on designation as a minority business enterprise, prospective bidders may contact the District's Finance Office at (850) 539-5999.

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

1-14 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 should 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1-18 VENDOR CHECKLIST

Please review the checklist for this bid (ITB 11B-004), 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 your Bid Bond as discussed on page 6?
- Have you signed the Acknowledgment form on page 17 and included it in your package?
- Have you completed the Bid Sheet form on page 18 and included it in your package?
- IS YOUR ENVELOPE PROPERLY MARKED?** See page 5 of this ITB for further details. Most rejected bids are caused by the respondent failing to properly mark their package. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your bid is opened prior to the designated date and time, it cannot be considered.
- Have you selected the method of shipping that will ensure that your response will arrive before the deadline? Responses received after the date and time specified will not be considered.
- Have you completed the 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?

SCOPE OF SERVICES

PART II

2-1 REQUIRED HARVEST OPERATIONS/LOCATIONS

- A. This sale shall be known as the **ECONFINA CREEK WMA 2011 PULPWOOD SALE**.
- B. This sale area of 657 acres more or less, within Northwest Florida Water Management District Lands, is located in the following areas and consist of the following approximate acreage:

Unit Name	County	Acres	Section	Township	Range
Wolf Pond	Bay	517	1 & 12 6 & 7	T1S	R14W R13W
Patronis CE	Bay	140	5, 6 & 7	T1S	R13W
TOTAL		657			

- C. The District will require the PURCHASER to conduct harvesting operations to cut and remove all timber as described in Section 2-1, and designated at the sale unit locations listed below and as delineated on the attached Exhibit Map A, and Exhibit Maps 1 through 2.

Unit Name	County	Acres	Species to Harvest	Harvest Method
Wolf Pond	Bay	517	Sand Pine	Clear-cut
Patronis CE	Bay	140	Sand Pine	Clear-cut
TOTAL		657		

2-2 GENERAL INSTRUCTIONS

The DISTRICT is proposing to conduct a restoration harvest project to restore longleaf pine and wiregrass ground cover habitat. The primary objective is to remove off-site sand pine species, and reintroduce longleaf pine back into the natural ecosystem.

- A. Designated pine species for removal consists of **SAND PINE** only. No other species of pine is to be harvested. Unmarked hardwood trees may also be harvested and are included in this sale. The PURCHASER must exercise care to prevent and minimize damage to all non-designated trees. **Special care must be given to prevent any damage to residual longleaf pine trees, saplings, and seedlings.**
- B. The PURCHASER must not harvest or damage trees which have been identified by blue or yellow paint, except **SAND PINE** marked with yellow paint, which is to be harvested. Orange banded trees identify DISTRICT property boundaries. Longleaf pine and select hardwood trees identified with yellow paint are not included in the harvest operation. Sale unit boundaries have been identified with blue paint. Only designated (non-painted) trees and sand pine trees with yellow paint within the designated sale units are to be harvested. **All longleaf pine trees painted or not, are excluded from harvest.**
- C. PURCHASER or his representative must have a conference with the Project Manager, Mr. Mark Herndon, or his representative 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.
- D. Stumps shall be no higher than six inches (6") above the ground except where otherwise authorized by the Project Manager or his representative.
- E. 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.
- F. All other timber in the Agreement area not designated in accordance with Article 5 is excluded from this sale. All the dead stump wood and lightwood in the Agreement area is also excluded from this sale.
- G. The designated timber shall be cut and utilized with the following minimum dimensions: **Pine pulpwood shall be all trees with a D.B.H. of 4.6" and greater containing at least 16' of merchantable length to a 2.5" top diameter. All sand pine trees meeting or exceeding this minimum specification are to be cut whether hauled out or not.**
- H. 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.

- I. Due care shall be exercised against starting and spreading fires during the cutting operations by PURCHASER and/or his employees. PURCHASER shall be held liable for all damages caused by such fires.
- J. 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 PURCHASER. The Project Manager or his representative may require PURCHASER to move fences from one location to another without compensation, if in the Project Manager's or his representatives' judgment that fence movement is necessary to avoid risk or damage from logging operations.
- K. The Project Manager or his representative shall designate the location of all loading ramps. Loading of log trucks is not permitted on paved or graded roads. DISTRICT reserves the right to designate location of skid trails. All skid roads shall be located to avoid damage to residual trees, reproduction, soil, streams and lakes, and shall be prohibited from sensitive areas. The Project Manager or his representative will inspect each sale unit location to identify and determine any sensitive areas that may be excluded as a skid trail.
- L. Skidding trees down roads, trails, and fire lines is prohibited. Also, these areas will be kept free of logs, tops, brush, and debris resulting from PURCHASER'S operations hereunder, and any road, trail, or firebreak used by PURCHASER in connection with this sale that is damaged beyond ordinary wear and tear by PURCHASER'S and/or his employees' use, shall be repaired promptly by him at his expense to its original condition. 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 or his representative to be too severe.
- M. PURCHASER shall guard the gates used by him in his operations hereunder, in any fences enclosing pasture lands, at all times when such gates are open and used by PURCHASER to prevent any cattle, horses, or other animals from passing through them, and shall close such gates after using them. **For the Patronis CE harvest unit, PURCHASER and all employees and subcontractors under the control of the PURCHASER shall open and close the respective gate each and every time a vehicle or person exits and enters the property. The Patronis CE harvest unit is private property where the District retains timber harvesting rights. This area contains exotic game animals which may escape if gates remain open. Purchaser may be held responsible for any escaped animals.**
- N. When PURCHASER deems it necessary to mark any trees in this sale for product designation or any other purpose, he will not use the same color of flagging and/or paint as that used by DISTRICT.
- O. 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.
- P. 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.

- Q. 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 said Purchaser to see that the area is cleaned up upon completion of logging activities.
- R. PURCHASER shall notify the DISTRICT at least two (2) working days prior to completion of harvesting operations on **each** unit so a compliance inspection can be conducted.
- S. All operations on the sale area may be suspended by the Project Manager or his representative after written notice has been served on PURCHASER if the conditions and requirements contained in this Agreement are disregarded. Failure to comply with any of said conditions and requirements shall be sufficient cause for termination of this Agreement and the cancellation of all agreements for other uses of DISTRICT lands.
- T. 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 (2004) of the Florida Silviculture Best Management Practices Manual.
- U. 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 shall 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; or be piled close to remaining trees.
- V. 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 PURCHASER upon completion of sale and when requested by the Project Manager during the sale. The DISTRICT retains the right to close down the timber sale operations in inclement weather if damage to roads is deemed by the Project Manager to be too severe.

2-3 PROPOSED HARVEST SCHEDULE

The District will require the Purchaser to complete all clear-cut harvest operations within twelve (12) months from Agreement execution.

PART III

INSTRUCTIONS FOR PREPARING BIDS

3-1 RULES FOR BIDS

- A. All bids must comply with applicable Florida Statutes, laws and rules.
- B. The timber will be sold on a per unit basis. Bids must be submitted on the attached form stating the per ton price for the designated timber. This will be the amount to be paid to the District for each ton of timber harvested, based on the actual weight documented on scale tickets.
- C. A timber cruise was performed and indicated that the total volume contained in the 2 tracts is approximately 55,057 tons. The District does not guarantee this information. It will be the Purchaser's responsibility to inspect the two (2) Sale Areas (657 acres) to ascertain the quantity, quality, and estimated value of the specified sand pine timber to be harvested.
- D. No minimum acceptable bid is published for this pine harvesting project. A minimum acceptable bid will be calculated and enclosed in a sealed envelope and opened in conjunction with the bid opening.
- E. Bids must be submitted on the attached District Bid Form and be accompanied by a Bid/Performance Bond in the form of a cashier's check, money order or surety bond in the amount of \$25,000 (twenty five thousand and 00/100 dollars).

The amount of the per ton bids must be plainly written or typed and the Bidder's signature is required. Other information to be completed on the bid 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 (Page 16) and the Bid Form (Page 17). The face of the envelope shall state in capital letters:

"SEALED BID ON BID NUMBER 11B-004 TO BE OPENED MAY 10, 2011, AT 2:00 P.M. EDT 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 successful bidder must sign the Econfina Creek WMA 2011 Pulpwood Timber Sale Agreement **within 15 days** after notification of bid acceptance by the District. The Bid/Performance Bond furnished by the Purchaser shall provide proper protection to the

District. The Performance Bond 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.

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.

- 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 dairy while the logging operation is in progress.
- I. The length of this sale Agreement shall be 12 months from 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.
- 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 should be made payable to the Northwest Florida Water Management District.
- L. For further information about this sale, contact Mark Herndon, Associate Lands Manager, at (850) 722-9919, or Tyler Macmillan, Chief, Bureau of Land Management Operations, at (850) 539-5999.
- M. The draft Timber Sale Agreement that will be used for this 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, 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 this office is not located within the town of Havana. Please be advised that mail delivery to the District is not always by 2:00 P.M. EDT.

3-3 DISTRICT FORMS

All bids shall be submitted on forms supplied by the Northwest Florida Water Management District (Page 16, Bidder Acknowledgment Form, and Page 17, 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 ten percent (10 %) 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.

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

The District shall determine the award of any tie bids on the basis of factors deemed to serve the best interest of the District.

EVALUATION OF BIDS

PART IV

4-1 EVALUATION CRITERIA

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

The bid will be awarded to the Purchaser who submits the highest per ton bid for the Econfina Creek WMA 2011 Pulpwood Timber Sale that meets or exceeds the District's sealed minimum bid amount.

BID FORMS

PART V

5-1 BIDDER ACKNOWLEDGMENT

I, the undersigned, having read Parts I through VI of this Invitation to Bid, (BID NUMBER 11B-004) 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.

N. Jean Whitten, Agency Clerk
Northwest Florida Water Management District

5-2 BID SHEET

**Econfina Creek WMA 2011 Pulpwood Timber Sale
 Bid Number 11B-00_
 Northwest Florida Water Management District**

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** of:

Product	Bid Price/Ton
Pulpwood* (Sand Pine Clearcut)	\$

**Includes Topwood*

The Bidder must include with this per ton bid a \$25,000 (twenty five thousand dollar) bid/security deposit (in the form of a Cashier's Check, Money Order, or Surety Bond).

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for the timber, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid. **I certify and agree that the bid/security deposit is the agreed upon amount of liquidated damages payable to the Northwest Florida Water Management District if I should fail to sign the Timber Sale Agreement within the specified time period.**

 Bidder Signature

 Date

 Bidder Name (Print or Type)

 Company Name

 Bidder Title

 Address

 Area Code Telephone Number

 City State Zip

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

PART VI

6-1 DRAFT ECONFINA CREEK WMA 2011 PULPWOOD TIMBER SALE AGREEMENT

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

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ECONFINA CREEK WMA 2011 PULPWOOD TIMBER SALE AGREEMENT
AGREEMENT NO ???**

This Agreement is made this ____ day of _____ 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, DISTRICT agrees to sell and permit PURCHASER to harvest and 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. 11B-004, 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 **ECONFINA CREEK WMA 2011 PULPWOOD SALE**.
- B. This sale area of 657 acres more or less, within Northwest Florida Water Management District Lands, is located in the following areas and consist of the following approximate acreage:
- C.

Unit Name	County	Acres	Section	Township	Range
Wolf Pond	Bay	517	1 & 12 6 & 7	T1S	R14W R13W
Patronis CE	Bay	140	5, 6 & 7	T1S	R13W
TOTAL		657			

ARTICLE 3

Insurance

The PURCHASER shall obtain all coverage as may be required by Florida law, including Workers Compensation. Further, the PURCHASER shall be insured for vehicle liability and general liability, with limits not less than \$300,000 per person, \$500,000 per occurrence for personal injury, and \$300,000 for property damage coverage. 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 terms of this Agreement and the terms for which the parties hereto are bound shall be for **TWELVE (12) MONTHS**, beginning upon agreement execution 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 PURCHASER, in writing, at least fifteen (15) days prior to the Agreement termination with the reasons for the request stated therein.

ARTICLE 5

Technical Specifications

- A. PURCHASER agrees to conduct harvesting operations to cut and remove all timber as described in Article 2, and designated at the sale unit locations listed below and as delineated on the attached Exhibit Map A, and Exhibit Maps 1 through 2.

Unit Name	County	Acres	Species to Harvest	Harvest Method
Wolf Pond	Bay	517	Sand Pine	Clear-cut
Patronis CE	Bay	140	Sand Pine	Clear-cut
TOTAL		657		

- B. Designated pine species for removal consists of **SAND PINE** only. No other species of pine is to be harvested. Unmarked hardwood trees may also be harvested and are included in this sale. The PURCHASER must exercise care to prevent and minimize damage to all non-designated trees. **Special care must be given to prevent any damage to residual longleaf pine trees, saplings, and seedlings.**

- C. The PURCHASER must not harvest or damage trees which have been identified by blue or yellow paint, except **SAND PINE** marked with yellow paint, which is to be harvested. Orange banded trees identify District property boundaries. Longleaf pine and select hardwood trees identified with yellow paint are not included in the harvest operation. Sale unit boundaries have been identified with blue paint. Only designated (non-painted) trees and sand pine trees with yellow paint within the designated sale units are to be harvested. **All longleaf pine trees painted or not, are excluded from harvest.**
- D. PURCHASER or his representative must have a conference with the Project Manager, Mr. Mark Herndon, or his representative 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.
- E. Stumps shall be no higher than six inches (6") above the ground except where otherwise authorized by the Project Manager or his representative.
- F. 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.
- G. All other timber in the Agreement area not designated in accordance with Article 5 is excluded from this sale. All the dead stump wood and lightwood in the Agreement area is also excluded from this sale.
- H. The designated timber shall be cut and utilized with the following minimum dimensions: **Pine pulpwood shall be all trees with a D.B.H. of 4.6" and greater containing at least 16' of merchantable length to a 2.5" top diameter. All sand pine trees meeting or exceeding this minimum specification are to be cut whether hauled out or not.**
- I. 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.
- J. Due care shall be exercised against starting and spreading fires during the cutting operations by PURCHASER and/or his employees. PURCHASER shall be held liable for all damages caused by such fires.
- K. 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 PURCHASER. The Project Manager or his representative may require PURCHASER to move fences from one location to another without compensation, if in the Project Manager's or his representatives' judgment that fence movement is necessary to avoid risk or damage from logging operations.
- L. The Project Manager or his representative shall designate the location of all loading ramps. Loading of log trucks is not permitted on paved or graded roads. DISTRICT reserves the

right to designate location of skid trails. All skid roads shall be located to avoid damage to residual trees, reproduction, soil, streams and lakes, and shall be prohibited from sensitive areas. The Project Manager or his representative will inspect each sale unit location to identify and determine any sensitive areas that may be excluded as a skid trail.

- M. Skidding trees down roads, trails, and fire lines is prohibited. Also, these areas will be kept free of logs, tops, brush, and debris resulting from PURCHASER'S operations hereunder, and any road, trail, or firebreak used by PURCHASER in connection with this sale that is damaged beyond ordinary wear and tear by PURCHASER'S and/or his employees' use, shall be repaired promptly by him at his expense to its original condition. 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 or his representative to be too severe.
- N. PURCHASER shall guard the gates used by him in his operations hereunder, in any fences enclosing pasture lands, at all times when such gates are open and used by PURCHASER to prevent any cattle, horses, or other animals from passing through them, and shall close such gates after using them. **For the Patronis CE harvest unit, PURCHASER and all employees and subcontractors under the control of the PURCHASER shall open and close the respective gate each and every time a vehicle or person exits and enters the property. The Patronis CE harvest unit is private property where the District retains timber harvesting rights. This area contains exotic game animals which may escape if gates remain open. Purchaser may be held responsible for any escaped animals.**
- O. When PURCHASER deems it necessary to mark any trees in this sale for product designation or any other purpose, he will not use the same color of flagging and/or paint as that used by DISTRICT.
- P. 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.
- Q. 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.
- R. 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 said Purchaser to see that the area is cleaned up upon completion of logging activities.
- S. PURCHASER shall notify DISTRICT Project Manager at least two (2) working days prior to completion of harvesting operations on each unit so a compliance inspection can be conducted.
- T. All operations on the sale area may be suspended by the Project Manager or his representative after written notice has been served on PURCHASER if the conditions and

requirements contained in this Agreement are disregarded. Failure to comply with any of said conditions and requirements shall be sufficient cause for termination of this Agreement and the cancellation of all agreements for other uses of DISTRICT lands.

- U. 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 (2004) of the Florida Silviculture Best Management Practices Manual.
- V. 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 shall 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; or be piled close to remaining trees.
- W. 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 PURCHASER upon completion of sale and when requested by the Project Manager during the sale. The DISTRICT retains the right to close down the timber sale operations in inclement weather if damage to roads is deemed by the Project Manager to be too severe.

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 sand pine and slash pine 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 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. PURCHASER, in the exercise of 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 Performance Bond, 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

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; and 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.

ARTICLE 10

Payments

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

- B. PURCHASER agrees to pay the District \$ _____ per ton for all sand pine pulpwood to be harvested as described in ARTICLE 2, B. 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 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.

Upon Agreement execution, PURCHASER shall furnish a Cashier's Check, Money Order or Surety Bond to serve as a Performance Bond, in the amount of \$25,000 (twenty five thousand and 00/100 dollars), the receipt of which is hereby acknowledged. The Performance Bond shall be returned to PURCHASER at the termination of this Agreement provided all of its terms have been complied with to the satisfaction of the DISTRICT. This Performance Bond, furnished by PURCHASER, shall provide protection to the DISTRICT.

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

- C. All monies deposited under this Agreement shall, upon failure of PURCHASER to fulfill all conditions and requirements herein set forth or made a part hereof, be retained by DISTRICT to be applied to the satisfaction of 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 [orange painted, and yellow painted (except yellow painted sand pine) trees] live or dead trees which are cut or otherwise injured by 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 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 Timber Sale Project Manager or his representative may, at their discretion, waive accidental damage to small amounts of excluded timber as that designated, flagged, marked or unmarked with paint, and/or tagged, and described in this Agreement.
- 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 Performance Bond held by the DISTRICT.
- D. PURCHASER shall notify DISTRICT at least two (2) working days prior to the completion of each harvest unit location so that a harvest compliance inspection can be conducted.

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

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: _____

Douglas E. Barr
Executive Director

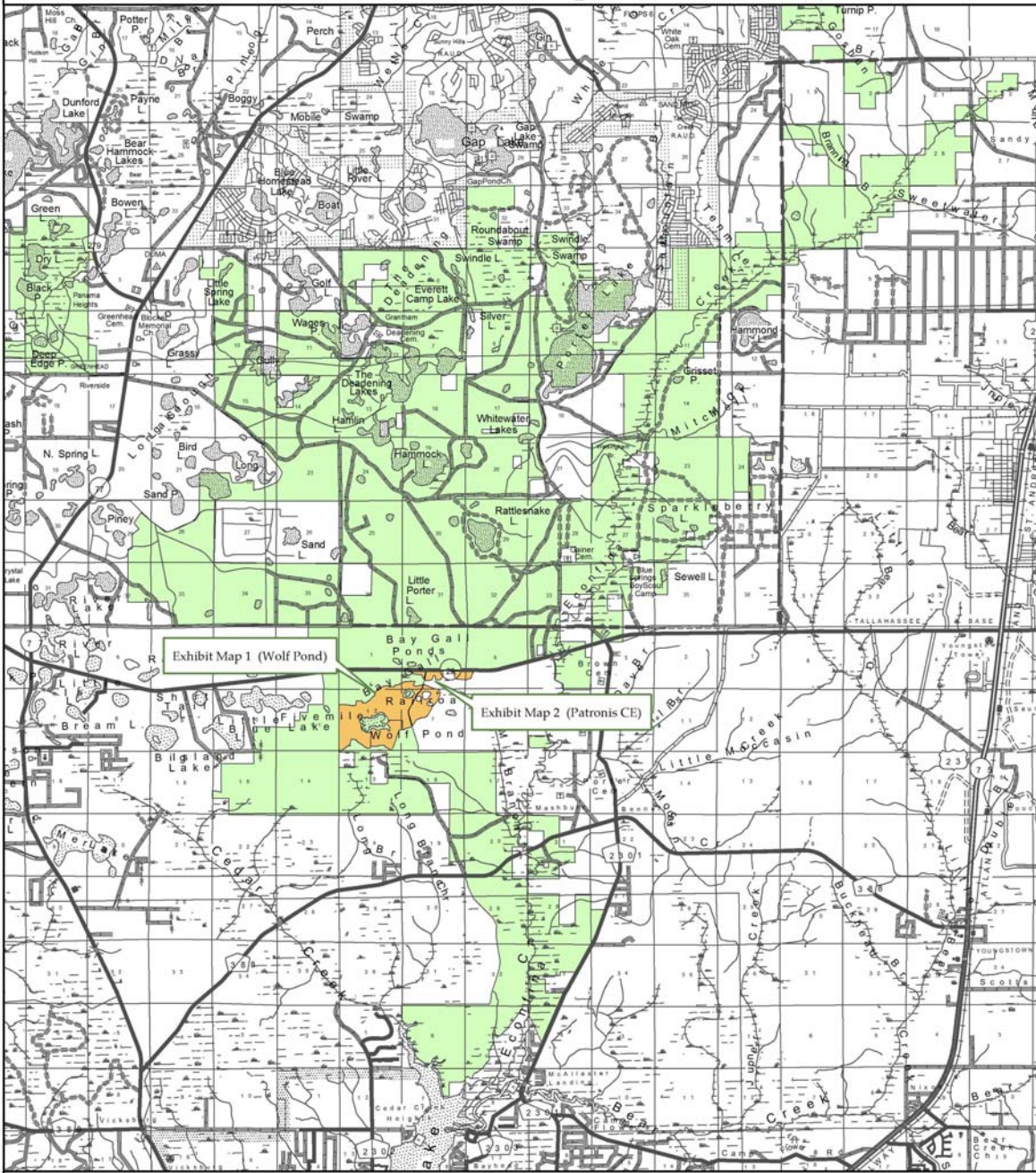
Print Name: _____

Print Title: _____

Date: _____

Date: _____

Exhibit Map A



2011 Econfinia Creek Sand Pine Timber Sale General Locator Map



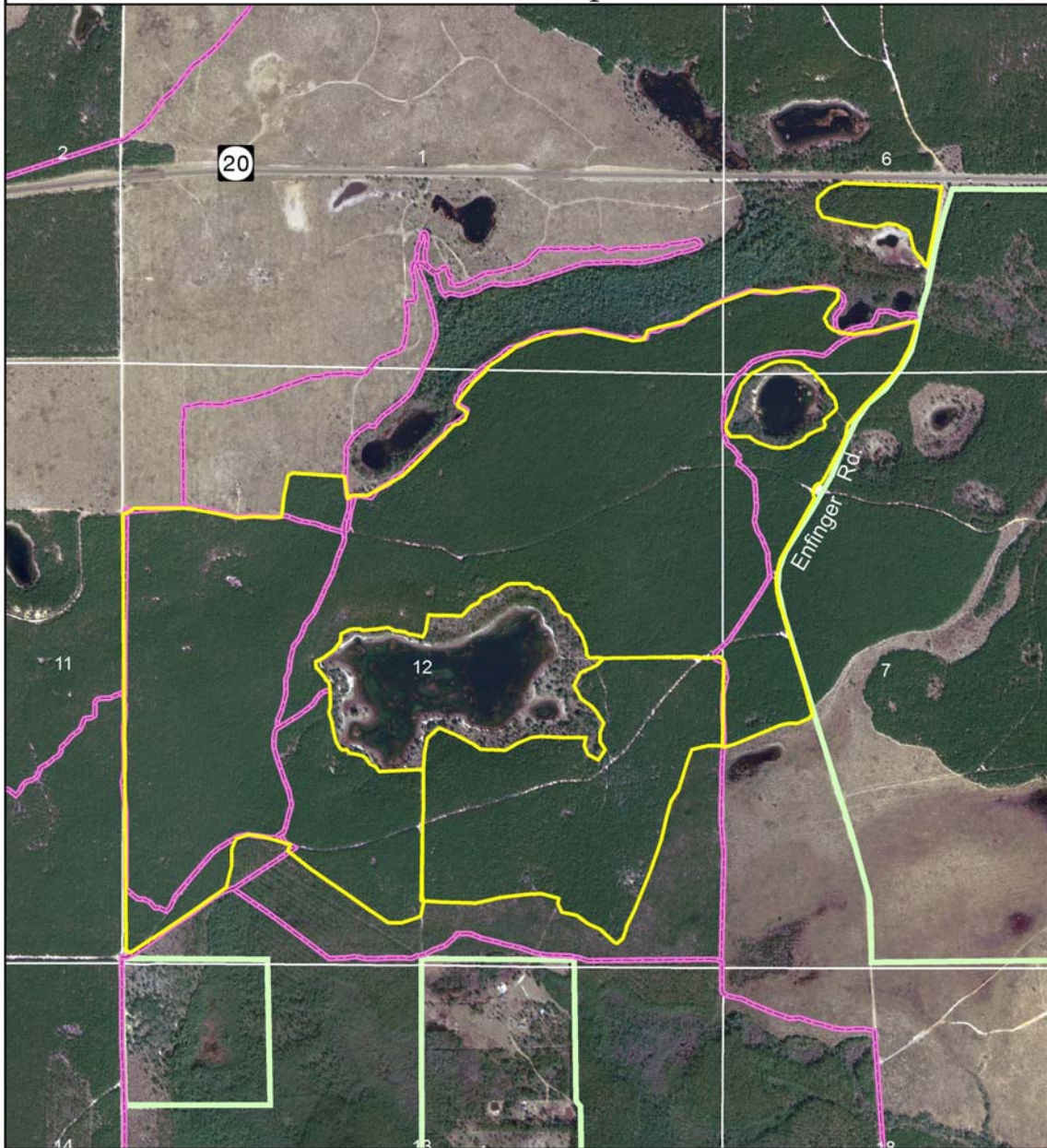
-  Sand Pine Stands
-  District Ownership



Exhibit Map 1



Wolf Pond
Econfina Creek Water Management Area
Sections 1/12, T1S, R14W & Sections 6/7, T1S, R13W, Bay Co., Florida
Sand Pine Timber Sale
517 Acres

— Trail
— Wolf Pond Stand
— District Ownership

0 350 700 1,400 2,100 2,800
Feet


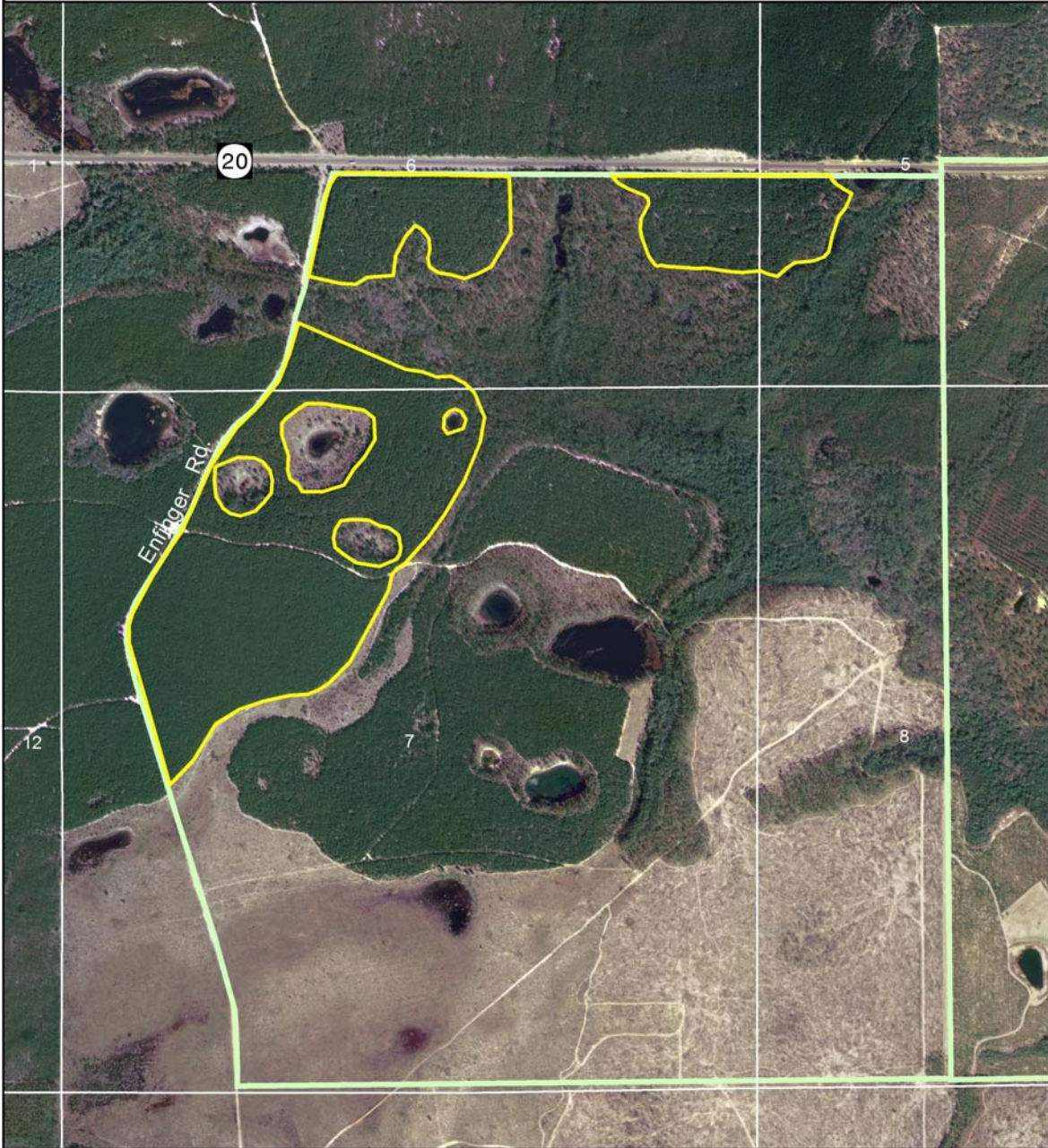
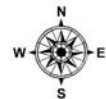
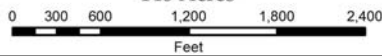


Exhibit Map 2



-  Patronis Stand
-  District Ownership

Patronis CE
Econfina Creek Water Management Area
Sections 5/6/7, T1S, R13W, Bay Co., Florida
Sand Pine Timber Sale
140 Acres



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

VENDOR REGISTRATION FORM

Vendor Information (Please type or print clearly)

Date: _____ FEID or SS Number _____

E-mail Address (if applicable): _____

Vendor Name: _____

Mailing Address: _____

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

City: _____ State: _____ Zip: _____

Remittance Address: _____

(If different from mailing address)

Contact Person: _____ Title _____

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

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

Non-Minority
Business Classification

Certified Minority
Business Enterprise

Non-Certified
Minority Business
Enterprise

Non-Profit Organization

A ___ Non-Minority
B ___ Small Business-State*
C ___ Small Business-Federal
E ___ Governmental Agency
G ___ P.R.I.D.E.

H ___ African American
I ___ Hispanic
J ___ Asian/Hawaiian
K ___ Native American
M ___ American Woman

N ___ African American
O ___ Hispanic
P ___ Asian/Hawaiian
Q ___ Native American
R ___ American Woman

S ___ 51% or more Minority Board of Directors
T ___ 51% or more Minority Officers
U ___ 51% or more Minority community Served
V ___ Other Non-Profit

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

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

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

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

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

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

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, and payments for services paid by a federal executive agency.

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 page 2), 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 Social Security Administration 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, 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 domestic 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, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 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 Regulation 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 Regulation 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 1.

*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, social security number (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 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. 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.