

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

REQUEST FOR BIDS

**BID No. 20/21-53, Construction of Clay County Gun
Range**

DUE DATE: Monday, July 26, 2021 - 4:00 PM

OPEN DATE: Tuesday, July 27, 2021 -9:00 AM



Issued By:
Clay County Board of County Commissioners
Purchasing Department

BID No. 20/21-53, Construction of Clay County Gun Range

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REQUEST FOR BIDS

NOTICE IS HEREBY GIVEN sealed bids will be received until 4:00 P.M., Monday, July 26, 2021, at the Clay County Administration Building, fourth floor, Purchasing Department, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

BID No. 20/21-53, Construction of Clay County Gun Range

Bids will be opened at 9:00 AM., or as soon thereafter as possible, on Tuesday, July 27, 2021 in the Clay County Administration Building, Conference Room “B”, fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

A mandatory pre-bid meeting will be held at 3685 Clay County Road 215, Middleburg, FL 32068 on July 9, 2021 at 11:00 a.m.

Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days. The term bond shall include cashier or certified checks payable to the County.

Bids will not be valid unless received by the deadline and in a sealed envelope marked “**BID No. 20/21-53, Construction of Clay County Gun Range**” to be received until 4:00 P.M., Monday, July 26, 2021. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Bids in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Bids (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids. For information concerning procedures for responding to this Bid, contact the Purchasing Division, Alyssa Hamilton, Purchasing Department, (904) 529-4220 or by email: Alyssa.Hamilton@claycountygov.com

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in

which the prices obviously are unbalanced will be rejected. Interested vendors are advised that the Clay County Board of County Commissioners has a local preference policy and Buy American policy. The complete policy for both can be viewed at:

<https://www.claycountygov.com/home/showdocument?id=926>

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TOAWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [HTTP://WWW.CLAYCOUNTYGOV.COM/DEPARTMENTS/PURCHASING-DIVISION/BCC-BID-TABS-CURRENT-BIDSINTENT- BIDS-REJECTION-BIDS](http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bidsintent-bids-rejection-bids)

THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [WWW.CLAYCOUNTYGOV.COM](http://www.claycountygov.com) BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

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, FLORIDA STATUTES, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST

BID ADVERTISEMENTS SCHEDULE

BID No. 20/21-53, Construction of Clay County Gun Range

(CLAY TODAY) For publication on: June 17, 2021

(CLAY COUNTY WEBSITE) For: June 17, 2021

Howard Wanamaker
County Manager

REQUEST FOR BID INSTRUCTIONS

BID No. 20/21-53, Construction of Clay County Gun Range

NOTICE IS HEREBY GIVEN sealed bids will be received until 4:00 P.M., Monday, July 26, 2021, at the Clay County Administration Building, fourth floor, Purchasing Department, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

Bids will be opened at 9:00 AM., or as soon thereafter as possible, on Tuesday, July 27, 2021 at the same location in the presence of the Purchasing Department staff and all other interested persons.

TIMETABLE

Date of Advertisement: June 17, 2021

Pre-Bid Meeting: July 9, 2021

Last Date of Inquiries: July 13, 2021

Final Addendum: June 16, 2021

Bid Due: July 26, 2021

Bid Open: July 27, 2021

The following are proposed dates for Recommendation of Award or Contract. The County reserves the right to alter dates as needed.

Finance and Audit: August 3, 2021

BCC: August 10, 2021

All Bids shall be submitted to the Purchasing Department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the Sealed Bid Envelope. The deadline for receipt of a particular Bid submittal shall be per the Request for Bids. All Bids must be physically received by the Purchasing Department prior to the deadline indicated in the Request for Bids. A Bid may not be submitted by facsimile transmission or by email. The use of an overnight delivery service, of the United States Postal Service or any other type of delivery service to submit a Bid shall be entirely at the risk of the Bidder submitting the same, and any Bid so received after the applicable deadline shall be deemed untimely. Upon receipt, the Purchasing Department will maintain custody and control of all Bid submittals until after they have been opened. The Purchasing Department shall serve as the permanent record holder of all Bid submittals for the County Manager.

Three copies of the bid must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

Sealed Bid Envelope: Each Bid and its accompanying materials shall be submitted in a single,

sealed, and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the Bidder:

- a. The number assigned to the particular Request for Qualifications.
- b. The title of the Bid exactly as it appeared in the Request for Qualifications.
- c. The date of the Bid Opening.

1. **Addenda:** All Addenda language issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waivable deviation at the County's sole discretion.
2. **Addenda Distribution:** All Addenda distributed subsequent to the initial distribution of the Request for Qualifications shall be distributed in the same manner as the initial distribution of the Request for Qualifications. It is the responsibility of the Bidder to verify if any Addendum(s) has been issued prior to submitting a Response to a Request for Bids. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.
3. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
4. **Americans with Disabilities Act:** In accordance with the Americans with Disabilities Act, any person needing a special accommodation to participate in this matter should contact the Clay County ADA Coordinator, by mail, at P.O. Box 1366, Green Cove Springs, FL 32043, or by telephone at (904) 269-6300, no later than seven (7) days prior to the hearing or proceeding for which this notice has been given. Hearing impaired persons can access the foregoing telephone number by contacting the Florida Relay service at 1-800-955-8770 (voice), or 1-800-955-8771 (TDD).
5. **Award:** The Bid will be awarded to the responsible Bidder submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple Bidders. Bid Addenda. All Addenda distributed subsequent to the initial distribution of the Request for Bids shall be distributed in the same manner as the initial distribution of the Request for Bids. It is the responsibility of the Bidder to verify if any Addendum(s) has been issued prior to submitting a Response to a Request for Bids. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.
6. **Bid Bond: Proposals require a five (5%) percent bid bond and may not be withdrawn after the scheduled opening time for a period of thirty (30) days.** The term bid bond shall include bonds or cashier or certified checks payable to the County.
7. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction

must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.

8. **Bid Preparation Costs:** By submission of a Bid, The Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
9. **Bid Protests:** Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision. Full bid protest procedures can be found in Chapter 8 of the County Purchasing Policy, which is attached hereto or can be found on the County's website by following the appropriate links from the Homepage at <https://www.claycountygov.com/home/showdocument?id=926>
10. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Department of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Department of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
11. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
12. **Claiming Buy American Preference (if applicable):** If Bidder affirms that it qualifies for a Buy American Preference as defined below and in accordance with Buy American Act of 1933, as set forth in 41 U.S.C. Chapter 83, and the Presidential Executive Orders reiterating the intent to use the Buy American Act to the greatest extent permitted by law, then the Affidavit Claiming Buy American Preference, included as a part of the bid package, if applicable, must be completed.

Buy American Purpose:

- (i) Bidder uses American-made Goods when County funds are expended. A domestic preference for Goods that are manufactured, assembled or produced in the United States encourages the selection and utilization of American-made Goods which in turn promotes the local and regional economy, as well as strengthens state and national economic interests. Further, a domestic preference promotes security, good government and the general convenience of the County's citizens.
- (ii) A person or business entity which utilizes for at least 51% of the components of the final Good manufactured, assembled or produced to be sold to the County is made in the United States and an affidavit supporting the assertion that 51% of the components of the Good is American manufactured, assembled or produced and at the time of the solicitation submit the Buy American Affidavit of Eligibility identified in paragraph below.

Buy American Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to Buy American status:

- (i) Name of Project Bidding/Quoting (including Bid Number if applicable);
- (ii) Claiming Eligibility under Buy American;
- (iii) Company name, Signature, Title, Physical Business Address, County, & notarized;
- (iv) Certification to verify Buy American status along with supporting documentation.

The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Buy American Preference. Such decision shall not be disputed nor protested.

Bidding/Quotes: For procurement secured through competitive bids or written quotes, and except where federal, state or local laws, regulations or policies mandate to the contrary, a Buy American preference will be given when its bid/quote offering American manufactured, assembled, or produced Goods, that is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted. The Bidder qualifying for the Buy American Preference will be entitled to match or beat the lowest bid/quote submitted and then be considered the lowest, best Bidder. The Purchasing Department will notify the responsive and responsible lowest Bidder qualifying for the Buy American Preference that they have forty-eight (48) business hours to re-submit a bid or written quote that matches or beats the low bid or written quote by the lowest Bidder. If the lowest Bidder qualifying for the Buy American preference fails to respond as required confirming its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted.

Proposals: For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member's score.

The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

13. **Claiming Status as a Local Business (if applicable):** If Bidder affirms that it is a local business as defined below and in accordance with Resolution No. 2018/2019-2 adopted by the Clay County Board of County Commissioners, then the Affidavit Claiming Status as a Local Business, included as a part of the bid package, if applicable, must be completed.

“Local Business” means either:

- (i) a person or business entity which maintains a permanent place of business with full-time employees within Clay County for a minimum of (12) twelve months prior to the date bids or quotes were received for the purchase or contract at issue, which provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation submits the Local Business Affidavit of Eligibility identified in paragraph below; or
- (ii) a person or business entity which utilizes for at least 40% of the solicited work local Clay County sub-Contractors or suppliers, meaning sub-Contractors or suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, provide from such permanent place of business the kinds of goods or services solicited, and at the time of the solicitation submit the Local Business Affidavit of Eligibility identified in paragraph below.

Local Business Affidavit of Eligibility shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to verify local status:

- (i) A physical business and location address in Clay County;
- (ii) Proof of payment of business license, lease agreement, and/or real property tax due to Clay County;
- (iii) A copy of the business’s most recent annual corporation report to the Florida Division of Corporations; and
- (iv) Any additional information necessary to verify local status.

The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Local Business. Such decision shall not be disputed nor protested.

Bidding/Quotes: For procurement secured through competitive bids or written quotes, local preference will be given to a Local Business when its bid/quote is the lowest

responsive and responsible local bid and it is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted by a non-Local Business. The Local Business will be entitled to match or beat the lowest bid/quote submitted by the non-Local Business and then be considered the lowest, best Bidder. The Purchasing Department will notify the responsive and responsible lowest Local Business that they have forty-eight (48) business hours to re-submit a bid or quote that matches or beats the low bid or quote by the non-Local Business. If the lowest local Bidder fails to respond as required confirming its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted by the non-Local Business.

Proposals: For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member's score.

The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

14. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's Consultant or any of its branches.
15. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.

- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.
- c. Sub-Contractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the Sub-Contractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require Contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at:

http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm.

Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 16. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.
- 17. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.
- 18. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
- 19. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in

full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

20. Inquiries/Questions:

Any questions regarding this Bid or plans must be directed to Purchasing Point of Contact as listed above. Written inquiries/questions must be received by the specified date in the Timetable. Responses to questions, clarifications, and addenda shall be distributed in the same manner as the initial distribution of the Request for Qualifications. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

21. Insurance Requirements: Any Bidder submitting a Bid must include, within its initial Bid submittal, proof of the following insurance, in effect continuously from the date of submittal through the sixty (60) days subsequent to the scheduled Bid Opening date:

Commercial General Liability	
General Aggregate	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expense (any one person)	\$5,000

Automobile Liability \$1,000,000
 Combined single limits with bodily injury/property damage, with minimum limits for all additional coverages

Workers Compensation/Employers Liability	
Workers Compensation	statutory limits
Employers Liability	
a. Each Accident	\$100,000
b. Disease-Policy	\$500,000
c. Disease-Each Employee	\$100,000
d. Professional Liability	\$1,000,000
When required by Contract -per claim	

The County Manager may add to the insurance requirements or modify such by waiving, raising, or lowering the minimum coverages required for particular projects prior to a Request for Proposals. Any additional or modified insurance requirements will be set forth in the Request for Proposals as necessary for a particular project. The Board will not waive any defects in a Bid submittal pertaining to any insurance requirements herein.

Upon being awarded the Bid, the Bidder must provide proof that such insurance will be in effect from the date of commencement of the project. The Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage must include all independent Contractors and Sub-Contractors. Either prior to or simultaneously with the execution of the Contract, the successful Bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its Employees, agents, boards and commissions, as their interests may appear" as "Additional Insured", with the exception of workers compensation and professional liability. The certificate of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
23. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
24. **No Contact Period:** During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Proposals in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided in the Request for Proposals (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.

25. **Payments:** All payments made under this Proposal will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
26. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000⁰⁰ or less. Prior to commencement of a project exceeding \$200,000⁰⁰, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
27. **Presentations:** At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.
28. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 for a Contract to provide any goods or services to a public entity, may not submit a Bid for 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, Sub-Contractor, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Proposal or Reply - Bidder attests that they have not been placed on the Convicted Vendor List.
29. **Public Records – Proprietary/Confidential Information:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that proposals are public record. Proposers should identify specifically any information contained in their proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.
30. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Bidder in order to make the final determination of acceptability of the Bidder to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

31. Scrutinized Companies Certification: In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.

32. Sub-Contractors: The County reserves the right to approve all Sub-Contractors. If Sub-Contractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, Sub-Contractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

33. Use of Contract by other Government Agencies: At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivision, counties, and cities.

Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

34. Vendor Debarment: By submitting a Bid, Proposal or Reply, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a

person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

35. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.

36. **Withdrawal of Bid:** Bids may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Bids has expired. Negligence on the part of the Bidder in preparing a Bid is not grounds for withdrawal or modification of a Bid after such Bid has been opened by the County. Bidders may not withdraw or modify a Bid after the appointed Bid Opening, and Bids will be in force for a minimum of thirty (30) days after the Bid Opening. Bidders may not assign or otherwise transfer their Bids.

BID No. 20/21-53, Construction of Clay County Gun Range
(As provided by the Facilities Department)

PURPOSE:

Clay County is soliciting bid response from State of Florida licensed Contractors for the construction of a new gun range located at **3685 County Road 215, Middleburg, FL**. This project includes all associated work shown in the plans, specifications, and general notes attached to this bid.

CONTRACTOR AND SUBCONTRACTOR QUALIFICATIONS AND REQUIREMENTS:

A mandatory pre-bid meeting will be held at 3685 County Road 215, Middleburg, FL 32068 on July 9, 2021 at 11:00 a.m. Contractor must attend the mandatory pre-bid meeting to be eligible to bid this project.

1. The Contractor shall obtain all permits and provide all materials, labor, inspections and equipment necessary to complete the project in accordance with the contract documents.
2. The Contractor shall own or have full access to the appropriate personnel and equipment to complete the project requested.
3. The Contractor is responsible for anything damaged due to the direct result of installation or construction. Remove all debris from site and dispose of appropriately at Contractor expense.
4. The Contractor is responsible for establishing a safe work area and establish a safety barrier. Contractor shall maintain access to the existing walkways and other adjacent occupied or used facilities. Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to neighbors or Owner occupancy with Owner.
5. Upon request the Contractor may be required to provide three (3) references. In addition, the County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the contract and construct the work.
6. The Sub-Contractor shall own or have full access to the appropriate personnel and equipment to complete their portion of the requested project.
7. The Contractor and Sub-Contractors may be requested to provide a list of equipment with identification (i.e. serial #, VIN, etc.), personnel with their position (e.g. foreman, laborer, etc.), and percentage of work performed. Responsibility for the performance of the contract remains with the main contractor exclusively.

8. Sub-Contractors may be added during the contract period only with PRIOR WRITTEN PERMISSION from Clay County, and only for reasonable cause, as judged by the County.

SCOPE OF WORK:

Project shall include the following:

1. The construction of a 30-position gun range with range masters tower, restrooms and storage building – including all finishes.
2. Site work is to include demolition of any existing structure(s), foundation(s), walls, and fence. Selective tree removal, clearing and grubbing, stripping topsoil, new asphalt road construction, asphalt parking, drainage facilities including two wet detention ponds, a dry detention pond, associated storm sewer, inlets and other associated work. Construction of the range will involve significant earthwork to construct two 15 ft. tall side berms and one 30 ft. tall back-stop berm and associated field. Construction of concrete walkways.
3. Construction of a drilled well, pump, associated appurtenances, and piping for potable water.
4. Construction of a septic tank, drainage field and associated appurtenances and piping.
5. Extension of electrical service and construction of site lighting.

Bid Alternates:

- 1. Range, range lighting, shooting pavilion with tower, well, grading and stabilization of entrance road over culvert crossing and ponds.**
- 2. Restroom/Utility building, Septic system**
- 3. Parking lot with lighting**
- 4. Entrance road with drainage system**

SPECIAL PROVISIONS:

1. AS-BUILT REQUIREMENTS

The Contractor, at their expense, shall provide one complete full-size copy of the “As-Built” Drawings. One Disc of the electronic files of the “As-Built” drawings in AutoCAD format and in State Plan Coordinates shall also be provided to the Engineer. The cost of preparation and certification of the “As-Built” drawing set shall be paid by the contractor and included in the Lump Sum unit price for As-Built Drawings. All “As-Built” drawings shall bear the seal of a registered land surveyor or a registered professional engineer licensed to practice in the State of Florida. Final payment will not be made to the Contractor until “As-Built” drawings have been submitted to and approved by the County. The required “As-Built” information to be provided in the drawings, as it pertains to this project, is listed below.

General

1) Submit Two (2) signed and sealed sets of prints and one digital copy (AutoCAD format; **Please do not use Reference files**) with the design information (elevations, pipe lengths, stationing, etc.) lined through (~~-28.48-~~) and the as-built information placed adjacent to it.

NOTE: The firm or licensed surveyor shall use the original paving and drainage sheet(s) specifically for as-built information. The drawing(s) are to be on 24" X 36" sheet(s) and contain the following in addition to the as-built information:

Project name as it appears on the plat

Project/Development number

Street names

All commercial sites shall show the site physical address in the title block

Design information for all as-built information provided lined through

North arrow

Scale

Show and label all survey-lines used for locations

- 2) The words "AS-BUILT" in at least one-inch high letters
- 3) Materials certification statement signed by the contractor
- 4) Signed engineer's certification statement
- 5) Information pertaining to benchmark(s) (location, elevation, and reference type)
- 6) Show **STATE PLANE COORDINATE (NAD. 83)**

References on at least four (4) boundary corners and on all PRM(s) (One position, to be known as the "Northing," shall give the position in a north and south direction; the other, to be known as the "Easting," shall give the position in an east and west direction, Ref. F.S Ch. 177.151) for Plats and AS-Builts.

Benchmarks

Permanent Benchmarks are to be situated as to **facilitate lot grading** (i.e. top of metal curb hoods, manhole rims, etc.).

At least two (2) permanent benchmarks shall be established within a subdivision or in each phase of a subdivision and located so that no lot is more than one thousand feet (1,000') from a benchmark. **PLEASE REFERENCE EACH BENCHMARK BY STATION.**

Paving

Stations, offsets, and elevations on:

Center-line or profile grade line

Top of curb

Gutter or edge of pavement (specify which)

Back of sidewalks a minimum of every 100 feet and at the following changes in vertical and horizontal alignment:

PVC, PC and PVT
Low and high points
Curb returns
Centerline intersections
Begin and end valley gutter
Begin and end superelevation transition
Begin and end full superelevation
Begin and end Roadway transition
Gutter line (**Cul-De-Sac every 25'**)

Drainage

- 1) Location of all drainage structures. Location should be by station and offset whenever possible, otherwise structures must be tied down from at least two directions.
- 2) Sizes, lengths, and types of drainage pipes including underdrain.
- 3) Information for all structures to include:
 - Pipe invert elevations including underdrain
 - Top or grate elevations (specify which)
 - Weir or slot elevations and sizes
- 4) Cross sections through all swale and ditch construction a minimum of every 25 feet to include **elevations** and **locations** of the centerline or toes of slope (specify which) and the tops of bank.
- 5) Information for retention / detention basins to include:
 - Elevations and locations along the top of bank a minimum of every 100 feet
 - Dated elevation of the water stage at the time of as-built
 - Ties from the top of bank to the waters edge a minimum of every 100 feet
 - Elevations along the bottom of basin (2 shots per average pond acreage)
- 6) Information for control structure to include:
 - Location
 - Top elevation
 - Weir or slot elevation and size
 - Elevation and size of drawdown orifice
 - Length, size, and inverts (at high and low points) of filter drain
 - Invert of outfall pipe
- 7) Show all drainage easements, encroachments within the easements, and any encroachments of drainage outside of easements.

Signage

1) The location of all street signs shall be shown by station and offset whenever possible, otherwise, the signs must be tied down from at least two directions.

Additional Notes

- 1) All proposed elevations shall be checked for approval; additional elevations may be required to check for positive drainage.
- 2) All cul-de-sac curbing shall be surveyed every 25'.
- 3) Submit the blue-line or black-line (**the final set must be signed and sealed by a professional land surveyor, licensed by the state of Florida**) with the CAD disk five (5) days prior to scheduling the final inspection.
- 4) Water management approvals are required prior to final acceptance.
- 5) As-builts shall be signed in, if revisions are required, the company will be notified to pick them up and sign them out. Once revisions have been made, the documents shall be signed back in.
- 6) **The files on the CAD disk should reflect the site without additional editing.**

ADDITIONAL PROJECT REQUIREMENTS:

WARRANTY

The Contractor shall provide a two (2) year warranty on craftsmanship.

WORK HOURS

- A. All work will be performed during the hours of 7:00 a.m. to 6:00 p.m., on non-holiday weekdays and Saturdays unless otherwise restricted or authorized by the County Designated Representative.
- B. Any work performed outside of the normal County business hours will require prior County approval and payment to the County for all expenses incurred by the County for overtime costs in accordance with the Clay County pay scale.

TERM

The Contractor shall accomplish substantial completion by November 15, 2021.
The Contractor shall accomplish final completion by December 1, 2021.

LIQUIDATED DAMAGES

The Contractor shall be assessed Liquidated Damages (LD) of \$200.00 for each day past final completion date set by the contract.

PRICE PROPOAL

The County reserves the right to request a more defined schedule of values from contractors at the time of reviewing and evaluating bid submittals.

Contractors will be required to provide a schedule of value prior to the start of construction, which will be used during construction inspection and processing invoices.

PAYMENTS

1. The Contractor may request payment no more than once monthly, based on the amount of work done or completed. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act. Payment requests by the Contractor shall be filed in accordance with the schedule provided by the Facilities Division to match the meeting schedule of the Board.

2. The amount of such payments shall be the total value of the Project work completed to the date of the estimate, based on the quantities and the Contract unit and/or lump sum prices, less an amount retained and less payments previously made. Construction retainage, project closeout, and payment of retainage shall be in accordance with Section 255.077 and 255.078, Florida Statutes.

3. Prior to submitting any request for payment, the Contractor shall certify that all subcontractors and suppliers performing any of the work or supplying any of the materials with respect to the Project have received their pro rata share of previous periodic payments to the Contractor for all work completed and materials supplied. This certification shall be in the form designated by the County. The Contractor shall within 10 days of receipt of progress payments pay all subcontractors and suppliers performing any of the work or supplying any of the materials with respect to the project their pro rata shares of the payment for all work completed and materials supplied. The term "subcontractor", as used herein, shall also include persons or firms supplying materials or equipment incorporated into the work or stockpiled in the vicinity of the Project for which partial payment has been made by the County, and work done under equipment rental agreements.

4. Nothing in the resulting contract or in any of the documents shall be construed as providing any subcontractor, with any rights or remedies against the County or any of its employees, principals, officers or agents for nonpayment or otherwise.

County Reserves the right to award Alternates based on availability of funds and that which is in the best interest of the County.

BID No. 20/21-53, Construction of Clay County Gun Range
BID PRICE SHEET

 COMPANY NAME

	Description	Cost
1	Mobilization	\$
2	Maintenance of Traffic (MOT)	\$
3	Erosion Control	\$
4	Demolition	\$
5	Structures (Pavilion, Tower, Restrooms, Storage)	\$
6	Water Distribution System	\$
7	Sewage Collection System	\$
8	Lighting / Electrical	\$
9	Paving	\$
10	Earthwork	\$
11	Drainage System	\$
12	Engineering, Testing & Survey	\$
13	NPDES Compliance	\$
	TOTAL OF ITEMS 1 – 13:	\$

Amount Written or Typed in Words:

Bid will be awarded based upon the total above (items 1-13)
Bids require a five (5%) percent bid bond and may not be
withdrawn after the scheduled opening time for a period of thirty (30) days.

The County reserves the right to request a more defined schedule of values from contractors.

ALTERNATES

Bid Alternate #1: Range, range lighting, shooting pavilion with tower, well, grading and stabilization of entrance road over culvert crossing and ponds.	\$
Bid Alternate #2: Restroom/Utility building, Septic system	\$
Bid Alternate #3: Parking lot with lighting	\$
Bid Alternate #4: Entrance road with drainage system	\$

RFQ No. 20/21-54, Clay County Brownfield Program

CORPORATE DETAILS:

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

CONTRACT EXECUTION INFORMATION:

DESIGNATED SIGNEE: _____

MAILING ADDRESS: _____

EMAIL: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

RFQ No. 20/21-54, Clay County Brownfield Program

Local Business Affidavit of Eligibility

Bidder affirms that it is a local business as defined below and in accordance with the following: Resolution No. 2018/2019-2 adopted by the Clay County Board of Commissioners.

A. Local Business Definition:

- (i) a person or business entity which maintains a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, which provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation submits the Local Business Affidavit of Eligibility; or
- (ii) a person or business entity which utilizes for at least 40% of the solicited work local Clay County sub-contractors or suppliers, meaning sub-contractors or suppliers which maintain a permanent place of business with full-time employees within Clay County for a minimum of twelve months prior to the date bids or quotes were received for the purchase or contract at issue, provide from such permanent place of business the kinds of goods or services solicited, and at the time of the solicitation submit the Local Business Affidavit of Eligibility.

B. Bidding/Quotes/Proposals (local price match option):

- (i) Bidding/Quotes: For procurement secured through competitive bids or written quotes, local preference will be given to a Local Business when its bid/quote is the lowest responsive and responsible local bid and it is within five percent (5%) of and does not exceed by more than \$250,000 the lowest responsive and responsible bid/quote submitted by a non-Local Business. The Local Business will be entitled to match or beat the lowest bid/quote submitted by the non-Local Business and then be considered the lowest, best bidder. The Purchasing Department will notify the responsive and responsible lowest Local Business that they have forty-eight (48) business hours to re-submit a bid or quote that matches or beats the low bid or quote by the non-Local Business. If the lowest local bidder fails to respond as required confirming its ability to match or beat the lowest bid/quote submitted, then award shall be made to the lowest responsive and responsible bid/quote submitted by the non-Local Business.
- (ii) Proposals: For procurement secured through competitive request for proposals where price is not the only consideration, 5 points preference will be applied to the total individual selection committee member's score.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Clay County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

The authorized purchasing authority of Clay County shall have the sole discretion to determine if a person or business entity meets the definition of Local Business. Such decision shall not be disputed nor protested.

The Board of County Commissioners reserves the right to award bids/quotes/proposals which would be in the best interest of the County or reject any and all bids/quotes/proposals. As such, the County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character,

responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting bids or quotes in any procurement for goods and services when making an award in the best interests of the County.

(Resolution No. 2018/2019-2 can be found at:
<https://www.claycountygov.com/departments/purchasing-division/vendor-information>)

This Local Business Affidavit of Eligibility form shall accompany the quotation or bid submittal in order to be considered valid and shall include, but not be limited to, the following current information to verify local status:

- (i) A physical business and location address in Clay County;
- (ii) Proof of payment of business license, lease agreement, and/or real property tax due to Clay County;
- (iii) A copy of the business's most recent annual corporation report to the Florida Division of Corporations; and
- (iv) Any additional information necessary to verify local status (example: 40% sub-contractors or suppliers information).

Name of Project Bidding/Quoting (include Bid Number if applicable): _____

Claiming Eligibility under Local Business Definition: A. (i) _____ or A. (ii) _____

Company Name: _____

Signature: _____

Title: _____

Physical Business Address: _____

Date Business Established in Clay County: _____

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County
on this ___ day

of _____, 20____ by _____
(name of person making statement)

(Notary Seal)

Name of Notary

Signature of Notary

Commission Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page is to be returned only if Bidder is claiming a Local Business Status

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion For**

**BID No. 20/21-53, Construction of Clay County Gun Range
Program**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____

Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification
**[BID No. 20/21-53, Construction of Clay County Gun Range
Program]**

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement
**BID No. 20/21-53, Construction of Clay County Gun Range
Program**

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Division, Attn: Alyssa Hamilton, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR FORMAL COMPETITIVE BID PROCESS

A. Purpose of Request for Bids Process and Alternative Processes.

1. Purpose. The purpose of this chapter is to specify procedures for the submittal, receipt, opening, and recording of all responses to all formal Request for Bids required by all of the various laws, ordinances, and other procedures and manuals governing the request for and awarding of public Bids in Clay County, Florida, including but not limited to:
 - a. Section 336.44, Florida Statutes.
 - b. Section 287.055, Florida Statutes.
 - c. Section 255.20, Florida Statutes.
 - d. Applicable provisions of Clay County Code.
 - e. Florida Department of Transportation Standard Specifications, most recent edition.
2. Alternative Formal Competitive Processes. Although the use of a formal competitive Request for Bids process is the preferred process, another process should be used when it is difficult or inappropriate to define the scope of the work required, when the service or purpose of the acquisition may be satisfied in several different ways, when the qualifications and quality of service are considered primary factors instead of price, or when responses contain varying levels of service which may require subsequent negotiation to prescribe the required specificity. Many times the potential need for presentations, discussions or negotiations and use of evaluation factors in addition to price must be considered to determine what is in the Best Interest of the County. In such circumstances, the County Manager shall determine if the use of a competitive process other than the formal Request for Bids process, such as a Request for Proposal (RFP), Request for Qualification (RFQ), Invitation to Negotiate (ITN), Best Final Offer, or Design-Build, is advantageous to the County and if so, direct the Purchasing Department to utilize such process.

If an alternative process is chosen, the alternative process shall utilize and be subject to the same procedures and rules, with any necessary modifications, as outlined in this Chapter 8 for a Request for Bids.

B. Request for Bids.

1. With the written approval of the County Manager, the Purchasing Department may advertise for Bid all items included in or provided for in the current fiscal year Budget.

Items not included in the current fiscal year Budget must come before the Finance and Audit Committee for a recommendation to the Board for consideration prior to any advertising for Bids.

2. The County Manager shall, in cooperation with Department Heads, submit to the Purchasing Department a Request for Bids form signed by the Department Head that includes a scope of work. Upon receipt, the Purchasing Department shall assemble the request package and assign a specific and discrete number and title to each Request for Bids, which shall be contained in the Request for Bids, the newspaper publication, the specifications, and any Bid form. The Purchasing Department will post the Request for Bids in a newspaper publication and on the County's website and may forward it to any requesting Vendors by U.S. Mail or e-mail.
3. Published Notice. Notice of each Request for Bids shall be posted in a newspaper of general circulation within the County for at least ten (10) days prior to the Bid Opening date excluding Sundays and holidays.

The Published Notice, as well as the Request for Bids, shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT:

<https://www.claycountygov.com/government/purchasing/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [<https://www.claycountygov.com/>] BY [BCC Bid Tabs, Current Bids, Intent Bids & Rejection bids]. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS REQUEST, WILL RESULT IN REJECTION OF THE BID AND SHALL, AS WELL AS THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN CHAPTER 8, SECTION I OF THE COUNTY'S PURCHASING POLICY SHALL, CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID REQUEST, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER THE PURCHASING POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY

FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS REQUEST REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

THE BOARD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS WITHOUT CAUSE AND TO WAIVE TECHNICAL AND NON-TECHNICAL OR NON-MATERIAL DEFECTS IN THE REQUEST OR SUBMITTAL OF ANY BIDS.

4. Utility Relocation Agreements. Prior to requesting Bids for right of way improvements and other public works projects that require the removal or relocation of utilities, Agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of Agreement as may be appropriate for accomplishing the requirements.
5. Bid Addenda. All Addenda distributed subsequent to the initial distribution of the Request for Bids shall be distributed in the same manner as the initial distribution of the Request for Bids. It is the responsibility of the Bidder to verify if any Addendum(s) has been issued prior to submitting a Response to a Request for Bids. No Addendum shall be issued later than five (5) working days prior to the scheduled Bid Opening date.

C. No-Contact Rule.

1. During the Request for Bid Period, from publication of the notice of a Request for Bids to the making of a Bid Decision, and during any related Protest Period, Bidders are prohibited from contacting, by any means, whether orally, telephonically, electronically or in writing, any member of the Board, any County Employee, including the County Manager, the County Attorney, or the Commission Auditor, any member of the designated Evaluation Committee or any agent of the County regarding the Request for Bids in any respect, with the exception of (i) inquiries may be submitted to the Purchasing Department or other County Employees or agents if specifically provided for in the Request for Bids (ii) pre-Bid conferences provided for in the request package; and (iii) formal presentations by Bidders to the designated Evaluation Committee or to the Board or any committee thereof specifically contemplated in the Request for Bids.
2. The purpose of the No-Contact Rule is to prevent any one Bidder from gaining an advantage over other Bidders through lobbying or otherwise attempting to influence the purchasing decision through discussions or the presentation of information or materials outside of the process contemplated in the Request for Bids package and this Purchasing

Policy, and also to ensure that the dissemination of information from the County to Bidders regarding the Request for Bids is equal and uniform.

3. The violation of the No-Contact Rule shall result in the automatic disqualification of any Bid submitted by the violator in response to a Request for Bids. See Section J regarding violations and disqualifications related to the No-Contact Rule.

D. Bid Submittals.

All Bids shall be submitted as specified in the Request for Bids (and if applicable only on the forms provided by the County).

1. Sealed Bid Envelope. Each Bid and its accompanying materials shall be submitted in a single, sealed, and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the Bidder:
 - a. The number assigned to the particular Request for Bids.
 - b. The title of the Bid exactly as it appeared in the Request for Bids.
 - c. The date of the Bid Opening.
2. Public Entity Crimes. Each Bid shall conform to the requirements of Section 287.133, Florida Statutes, regarding public entity crimes.
3. Contractor Certification. All Contractors must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of responding to a Request for Bids and must submit evidence of such at the time of submission of any Bid.
4. Bidder's Insurance Requirements. Any Bidder submitting a Bid must include, within its initial Bid submittal, proof of the following insurance, in effect continuously from the date of submittal through the sixty (60) days subsequent to the scheduled Bid Opening date:
 - a. Commercial General Liability
 - i. General Aggregate \$1,000,000
 - ii. Products and Completed Operations Aggregate \$1,000,000

- | | |
|--------------------------------------|-------------|
| iii. Personal and Advertising Injury | \$1,000,000 |
| iv. Each Occurrence | \$1,000,000 |
| v. Fire Damage (any one fire) | \$50,000 |
| vi. Medical Expense (any one person) | \$5,000 |
- b. Automobile Liability \$1,000,000
- Combined single limits with bodily injury/property damage, with minimum limits for all additional coverages
- c. Workers Compensation/Employers Liability
- | | |
|---------------------------|------------------|
| 1. Workers Compensation | statutory limits |
| 2. Employers Liability | |
| a. Each Accident | \$100,000 |
| b. Disease-Policy | \$500,000 |
| c. Disease-Each Employee | \$100,000 |
| d. Professional Liability | \$1,000,000 |
- When required by Contract -per occurrence

The County Manager may add to the insurance requirements or modify such by waiving, raising, or lowering the minimum coverages required for particular projects prior to a Request for Bids. Any additional or modified insurance requirements will be set forth in the Request for Bids as necessary for a particular project. The Board will not waive any defects in a Bid submittal pertaining to any insurance requirements herein.

Upon being awarded the Bid, the Bidder must provide proof that such insurance will be in effect from the date of commencement of the project. The Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage must include all independent Contractors and subContractors. Either prior to or simultaneously with the execution of the Contract, the successful Bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; and The Board of County Commissioners, Clay County, Florida, its Employees, agents, boards and commissions, as their interests may appear" as "Additional Insured." The certificate of insurance shall also include a thirty (30) day prior written notice of cancellation, modification or non-renewal to be provided to the County.

5. Bid Bond. Any Bid submitted requires a five (5) percent bond unless waived or reduced by the County Manager prior to the Request for Bids, which Bid Bond cannot be withdrawn for a period of thirty (30) days subsequent to the date of the Bid Opening, notice of which shall be incorporated in any Request for Bids. As used herein, the term Bid Bond shall include bonds or cashier or certified checks payable to the County.

The failure to include within the Sealed Bid Envelope a proper Bid Bond, whether a bond or other security approved herein, if required for the particular Request for Bids, shall result in automatic rejection of a Bid and constitute a waiver of the right to protest the Request for Bids, any Addendum thereto, or the Bid Decision, and to initiate a formal protest proceeding.

The Bid Bond, whether a bond or checks, shall be held by the Purchasing Department for safekeeping immediately upon receipt of the Bid (but not deposited). The Purchasing Department is hereby authorized to return each Bid Bond to the Bidder, as soon as practicable, upon written request, but only after a Bid and Contract have been awarded and executed between the County and the successful Bidder for a particular project, or in the event that all Bids have been rejected by the Board, or in the event the time provided that the Bid shall remain in effect shall have expired and the Bidder requests its return in writing.

The following are exempt from the Bid Bond requirement:

- a. SHIP. Bidders bidding on SHIP rehabilitation projects are exempt from the Bid Bond requirements delineated above or as may be otherwise stated elsewhere in this Purchasing Policy.
- b. Fixed Unit Price. Bidders bidding on Contracts with a fixed price, or any other type of Contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a Fixed Unit Price Commitment from a Bidder in the event a future purchase decision is made, shall be exempt from the Bid Bond requirements delineated above or as may be otherwise stated elsewhere in this Purchasing Policy.

A prospective Bidder is solely responsible for determining whether a particular Request for Bids requires a Bid Bond, and for resolving any doubt by making appropriate inquiry.

E. Receipt of Bid Submittals.

All Bids shall be submitted to the Purchasing Department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the Sealed Bid Envelope. The deadline for receipt of a particular Bid submittal shall be per the Request for Bids. All Bids must be physically received by the Purchasing Department prior to the deadline indicated in the Request for Bids. A Bid may not be submitted by facsimile transmission or by email. The use of an overnight delivery service, of the United States Postal Service or any other type of delivery service to submit a Bid shall be entirely at the risk of the Bidder submitting the same, and any Bid so received after the applicable deadline shall be deemed untimely. Upon receipt, the Purchasing Department will maintain custody and control of all Bid submittals until after they have been opened. The Purchasing Department shall serve as the permanent record holder of all Bid submittals for the County Manager.

F. Bid Opening.

No Bid shall be opened unless and until proof by publisher's affidavit of the Publication Notice of the Request for Bids is received by the Purchasing Department. All Bids properly submitted shall be opened in a public location so designated in the Request for Bids. Bidders and the public are welcome to attend and observe without opportunity to comment at the Bid Opening.

At the Bid Opening, the Purchasing Department shall first, prior to opening any Bids, reject any Bids which do not meet the requirements set forth in the Request for Bids for time of submittal and return such unopened. Next, the Purchasing Department shall open the remaining Bids and prepare a tabulated list of all Bidders and their Bids, including Bid number, Vendor name, amount of Bid, and verification of required documents. The Bid Tabulation Form used at Bid Openings shall include a place thereon for three witnesses to sign, to eliminate the need for signing each individual Bid at the time of opening. In all events, the County Manager or his or her designee shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular Bid, a list of all Bidders and their Bids.

G. Review and Recommendation.

1. Review.

After the opening of a Bid, a copy of each Bid shall be distributed to the originating Department Head or his or her designee. The Department Head or his or her designee and the Purchasing Department will thereafter assign staff or an Evaluation Committee for review, when required. All staff or committee members assigned to evaluate Bids or responses, when applicable, shall do so observing all requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance. Bidders and the public may attend and observe without opportunity to comment any Evaluation Committee meetings.

The exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting Bids or Proposals in response to any purchase of Goods or Services is reserved by staff or an Evaluation Committee when determining what is in the Best Interest of the County.

Bid Awards for Request for Bids shall be awarded based on the lowest responsive bid. The term "Lowest Responsive Bid" shall mean the lowest Bid price submitted by a Responsive and Responsible Bidder. The term "Responsive Bidder" means a Bidder that has submitted a Bid, Proposal or reply that conforms in all material respects to the Request for Bids. The term "Responsible Bidder" means a Bidder who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.

Awards for alternative competitive processes, such as a Request for Proposal (RFP), Request for Qualifications (RFQ), Invitation to Negotiate (ITN), Best Final Offer, or

Design-Build, should be based on evaluation criteria specified in the request, in addition to price, to determine what is in the Best Interest of the County.

Any Bid that does not meet the requirements for time of submittal, inclusion of a Bid Bond, if required, or contains material defects will be rejected, declared a “No Bid” and the reasons for such so stated.

2. Recommendation.

After review, an award recommendation to include but not be limited to the Lowest Responsive Bid, or in a proper circumstance the best Bid or response, and Budget information is prepared for submittal to the Finance and Audit Committee. Under extenuating circumstances an award recommendation may be submitted directly to the Board with a written memorandum setting forth the facts, circumstances and reasons why such is being presented directly to the Board. The Purchasing Department may include the Contract or Agreement to be entered into with the successful Bidder for approval at the same time as the recommendation of the award, which approval will be subject to the 72 hour Bid Protest Period.

The Bids and award recommendation, along with any accompanying Contract or Agreement, shall thereafter be reviewed by the Finance and Audit Committee who in the absence of unusual circumstances, shall report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include the tabulated list of all Bidders and their Bids.

H. Bid Award.

The Board reserves the right and power to reject any and all Bids without cause and to waive technical and non-technical or non-material defects in the Request for Bids or submittal of any Bid, and in its discretion to re-advertise the Request for Bids. The Board reserves the right to award Bids, quotes, or Proposals which would be in the Best Interest of the County.

When only one Bid is received for the purchase of an item or a group of items, the Board shall review the Request for Bids and Bid in order to determine the reasons, if any, why only one Bid was received. The Board may accept the only Bid or it may direct that a second call for Bids be issued. If the only Bid is accepted then the reasons for accepting the single Bid as well as reasons for not rebidding, shall be included in the minutes of the Board.

Unless otherwise expressly directed by the Board in its Bid Decision, immediately following the Board’s decision the County Manager shall cause a “Notice of Intent to Award Bid” or a “Notice of Rejection of All Bids” to be posted on the County’s website, with the time and date of posting appearing thereon. No other posting of such notices are required. The notice shall be posted in portable document format or other secure format.

I. Bid Protest Procedures.

In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or intended decision concerning a document, award, or other process or procedure in this Chapter and who has standing to protest a decision or intended decision under Florida law, must timely file a Bid Protest seeking to challenge the decision or intended decision in strict adherence to the following procedures. These procedures shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of Bid Protests.

1. Notice of Bid Protest. Any person who is adversely affected by a Request for Bids, by any Addendum thereto, or by a Bid Decision may file with the County Manager a written notice of Bid Protest no later than 4:30 p.m. on the third Business Day immediately following the date notice is published, with respect to a Request for Bids; no later than 4:30 p.m. on the third Business Day immediately following the date of issuance, with respect to any Addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than Business Days, with respect to a Bid Decision.
2. Protest Petition. A formal Bid Protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal Bid Protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth Calendar Day immediately following the date on which the written notice of protest was filed; provided, if the tenth Calendar Day is not a Business Day, then the petition must be filed no later than 4:30 p.m. on the first Business Day immediately following the tenth Calendar Day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Fla. Admin. Code R. 28-106.201.
3. Filing of Notice of Protest and Petition. The filing with the County Manager of a written notice of protest or of a written petition initiating a formal Bid Protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service, of the United States Postal Service, or any other type of delivery service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.
4. Waiver. The failure by a prospective Bidder to file a 1) written notice of protest and 2) written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective Bidder's right to protest the Request for Bids, any Addendum thereto, or the Board's Bid Decision, as applicable, and to initiate a formal protest proceeding hereunder.

5. Any Bid Protest of a Request for Bids or Bid Addendum shall pertain exclusively to the terms, conditions, and specifications contained in a Request for Bids or Bid Addendum, including any provisions governing the methods for ranking Bids, Proposals, or replies, awarding Contracts, reserving rights of further negotiation, or modifying or amending any Contract.
6. Suspension. Upon receipt of a formal written notice of Bid Protest that has been timely filed, the County Manager shall suspend the Request for Bids or Bid Award process, including entry into any accompanying Contract or Agreement, until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the Request for Bids or Bid Award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.
7. Notice of Receipt of Petition and Suspension. Within three (3) Business Days of receipt of a written petition initiating a formal protest proceeding, the County Manager or his or her designee shall provide notice to any Bidders of the written petition and that the Request for Bids or Bid Award process has been suspended until the subject of the protest is resolved by final action as specified in this section. Upon receipt by the Bidder of the notice, the Protest Period commences.
8. Intervenors. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.
9. Resolution by Mutual Agreement. In his or her discretion, the County Manager may provide an opportunity to resolve the Bid Protest by a mutual Agreement between the County Manager and the protesting party within seven (7) Calendar Days after receipt of a timely written petition. Such Agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The Agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the Agreement, then the Bid Protest shall proceed to resolution as hereinafter provided.
10. Hearing. Within ten (10) Business Days following the timely filing of a written petition, or, if the Board shall have considered but failed to ratify an Agreement submitted to it under section 9 above, then within ten (10) Business Days thereafter, a hearing shall be conducted before a Hearing Officer, who shall be the County Manager or his or her designee. The County Manager may designate any Department Head as the Hearing Officer; provided, a Department Head who is substantially involved in or connected with the Request for Bids or Bid Award process shall be deemed disqualified from serving as the Hearing Officer, unless such involvement or connection is purely ministerial in nature. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office

and all intervenors by the Hearing Officer specifying the time, date and place of the hearing.

The rules and procedures governing each hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the Hearing Officer in his or her discretion in accordance with the rules governing the same set forth in Fla. Admin. Code R. 28-106.204. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the Hearing Officer at least two (2) Business Days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the Hearing Officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the Hearing Officer at the hearing in proper person or through Counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any Assistant County Attorney may participate in the protest proceeding, appear before the Hearing Officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the Hearing Officer prior to testifying, and shall be subject to cross-examination by any Hearing Participant
- f. Hearsay evidence shall be admissible unless the Hearing Officer shall determine the same to be redundant, unreliable or prejudicial.

- g. At the hearing any Hearing Participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously, and shall provide copies of the same to all of the Hearing Participants.

11. Order.

- a. Within seven (7) Business Days following the hearing, the Hearing Officer shall submit a recommended order to the County Manager and serve copies on all Hearing Participants; provided, if the County Manager is the Hearing Officer, then within seven (7) Business Days following the hearing, the County Manager shall issue a recommended order and serve copies on all Hearing Participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the Bid Protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.
 - b. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the Bid Protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the Hearing Participants. Each of the Hearing Participants shall be allowed five (5) minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. No testimony or other evidence beyond the record and the transcript shall be presented to the Board.
 - c. Thereafter the Board shall render its decision on the Bid Protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A finding of fact challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.
12. All proceedings before the Hearing Officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the Hearing Officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

13. Ex parte communications between a Hearing Participant and the Hearing Officer are forbidden. The Hearing Officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending Hearing Participant to disclose promptly the attempted communication, to the other Hearing Participants. Where necessary, the Hearing Officer may recuse himself or herself, and the subsequently designated Hearing Officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other Hearing Participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any Assistant County Attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the Hearing Officer.
14. The purpose of this Purchasing Policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of Bid Protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular Request for Bids, shall guide the Hearing Officer and the Board in rendering a decision on a Bid Protest under this section. The significant principles of law governing the Bid Protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:
 - a. The burden is on the party filing the Protest Petition to establish a ground for invalidating the Request for Bids, any Addendum thereto, or Bid Decision that is being challenged
 - b. The standard of proof for the Bid Protest proceeding shall be whether the Request for Bids, any Addendum thereto, or the Bid Decision that is being challenged was clearly erroneous, contrary to competition, arbitrary, or capricious.
 - c. The Request for Bids, any Addendum thereto, or the Bid Decision being challenged shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or as to a Bid Decision, the Request for Bids.
 - d. The scope of the inquiry is limited initially to whether the Request for Bids, any Addendum thereto, or the Bid Decision being challenged is improper under the foregoing standard of proof. If and only if the Hearing Officer first determines on the basis of competent and substantial evidence that the Request for Bids, any Addendum thereto, or the Bid Decision being challenged is improper, then the Hearing Officer may recommend, in accordance with the law and this Purchasing Policy, an alternate

disposition for the Bid Protest. Such disposition may include, but shall not be limited to, invalidating the Request for Bids or any Addendum thereto, rejecting all Bids, and/or awarding all or a portion of the Bid to the protesting party.

- e. A Bid Protest proceeding may not serve as a vehicle for the Board to revisit a Bid Decision absent a determination of impropriety as set forth above.
15. By written Agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.
16. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a Hearing Participant's procedural or substantive due process rights, a Hearing Officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a Bid Protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of sections D(5), I(1)-I (5), and I(14) hereof.
17. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written Agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

J. No-Contact Rule Violation, Disqualification and Challenge.

1. Violation and Disqualification. The violation of the No-Contact Rule shall result in the automatic disqualification of any Bid submitted by the violator in response to a Request for Bids. A violation of the No-Contact Rule shall be reviewed by the Purchasing Director and after consultation with the County Manager and the attorney in the County Attorney's Office assigned to represent and advocate for the County in hearings under this section, the Purchasing Director shall make a determination as to disqualification.
 - a. If a determination of disqualification is made by the Purchasing Director under this section, the violator shall be notified in writing with the factual basis of the determination set forth. A disqualification determination shall be delivered to the violator by hand delivery or overnight delivery to the violator's regular place of Business during the hours such place is open for Business or by email, if the violator has previously provided the County an email address for use in connection with the

Request for Bids.

- b. Upon a determination of disqualification under this section, any Bid submitted by the violator for the related Request for Bids shall not be eligible for consideration and shall be deemed withdrawn from further consideration.
2. Disqualification Challenge. In accordance with the procedures contained herein, the violator may challenge the disqualification determination. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of disqualification challenges.
- a. Notice of Disqualification Challenge. The violator may file with the County Manager a written notice of disqualification challenge no later than 4:30 p.m. on the third Business Day immediately following the date the disqualification determination is delivered. The failure by the violator to file a written notice of disqualification challenge within the time prescribed in this subsection shall constitute a waiver of the violator's right to challenge the disqualification determination.
 - b. Filing of Notice of Disqualification Challenge. A formal disqualification challenge proceeding shall be deemed commenced upon the timely filing of a written notice of disqualification challenge under this section. The filing with the County Manager of a written notice of disqualification challenge shall be deemed accomplished only when the original has been physically received by the County Manager or his or her designee. A notice of disqualification challenge shall be deemed original only if it bears the original signature of the challenging party or such party's authorized agent. No notice of disqualification challenge may be filed by facsimile transmission or by e-mail, and any notice received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service, of the United States Postal Service, or any other type of delivery service to file a notice of disqualification challenge shall be entirely at the risk of the person submitting the same, and any such notice so received after the applicable deadline shall be deemed untimely.
 - c. Suspension. Upon receipt of a formal written notice of disqualification challenge that has been timely filed, the County Manager shall suspend the Request for Bids or Bid Award process, including entry into any accompanying Contract or Agreement, until the subject of the disqualification challenge is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the Request for Bids or Bid Award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

- d. Notice of Receipt of Disqualification Challenge and Suspension. Within three (3) Business Days of receipt of a written notice of disqualification challenge, the County Manager or his or her designee shall provide notice to any Bidders of the written notice of disqualification challenge and that the Request for Bids or Bid Award process has been suspended until the subject of the disqualification challenge is resolved by final action as specified in this section.

- e. Intervenors. Intervenors shall be permitted to participate in the challenge proceeding in accordance with the procedures governing intervenor practice set forth in Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

- f. Hearing. Within ten (10) Business Days following the timely filing of a written notice of disqualification challenge, a hearing shall be conducted before a Hearing Officer, who shall be any Department Head so designated by the County Manager; provided, a Department Head who is substantially involved in or connected with the Request for Bids or Bid Award process shall be deemed disqualified from serving as the Hearing Officer, unless such involvement or connection is purely ministerial in nature. All hearings on a disqualification challenge shall be conducted pursuant to written notice to the challenging party, the County Manager, the County Attorney's Office and all intervenors by the Hearing Officer specifying the time, date and place of the hearing.

Particular rules and procedures governing each such hearing are as follows:

- i. The audio shall be recorded electronically.

- ii. Prior to the hearing only, motion practice may be permitted by the Hearing Officer in his or her discretion in accordance with the rules governing the same set forth in Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

- iii. Prior to the hearing, the challenger, the County Manager and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the challenger and the County Manager, and be submitted to the Hearing Officer at least two (2) Business Days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as

evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the Hearing Officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

- iv. The challenger and all intervenors shall have the right to appear before the Hearing Officer at the hearing in proper person or through Counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the disqualification challenge. The County Manager shall be deemed a party to the proceeding, and the County Attorney or any Assistant County Attorney may participate in the disqualification challenge proceeding, appear before the Hearing Officer, present evidence and be heard on behalf of the County Manager.
- v. All witnesses shall be placed under oath by the Hearing Officer prior to testifying, and shall be subject to cross-examination by any Hearing Participant.
- vi. Hearsay evidence shall be admissible unless the Hearing Officer shall determine the same to be redundant, unreliable or prejudicial.
- vii. At the hearing any Hearing Participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.
- viii. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously, and shall provide copies of the same to all of the Hearing Participants.

g. Order.

- i. Within seven (7) Business Days following the hearing, the Hearing Officer shall submit a recommended order to the County Manager and serve copies on all Hearing Participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the disqualification challenge; provided, no finding of fact may be predicated solely upon the basis of hearsay.
- ii. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the disqualification challenge proceeding at the earliest opportunity to be considered at

a time certain, with notice thereof served upon the Hearing Participants. Each of the Hearing Participants shall be allowed five (5) minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. No testimony or other evidence beyond the record and the transcript shall be presented to the Board.

- iii. Thereafter, the Board shall render its decision on the disqualification challenge. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a finding of fact challenge. A finding of fact challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the disqualification challenge. If the Board finds in favor of the disqualification challenger, the disqualification determination under section J (1) shall be deemed set aside.

- h. All proceedings before the Hearing Officer on a disqualification challenge shall be informal, and customary rules of evidence shall be relaxed. In all respects both the Hearing Officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the disqualification challenge.

- i. Ex parte communications between a Hearing Participant and the Hearing Officer are forbidden. The Hearing Officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending Hearing Participant to disclose promptly the attempted communication, to the other Hearing Participants. Where necessary, the Hearing Officer may recuse himself or herself, and the subsequently designated Hearing Officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other Hearing Participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any Assistant County Attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the Hearing Officer.

- j. The significant principles of law governing a disqualification challenge proceeding and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- i. The initial burden of proving a violation of the No-Contact Rule is on the County Manager.
 - ii. The standard of proof for the disqualification challenge proceeding shall be clear and convincing evidence.
 - iii. The scope of the inquiry is limited to whether the No-Contact Rule has been violated.
 - iv. A disqualification challenge proceeding may not serve as a vehicle for the Hearing Officer or the Board to evaluate any Bid submitted by the violator.
 - v. The No-Contact Rule shall be strictly construed against the violator, and the materiality of the prohibited communication shall be irrelevant to the determination.
- k. By written Agreement amongst the challenger, the County Manager, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a disqualification challenge proceeding for which a written notice of disqualification challenge has been timely filed may be modified or waived so long as such modification or waiver shall not hinder or thwart the proper and expeditious resolution of the disqualification challenge, or otherwise operate to undermine the salutary purposes of competitive, public bidding.
- l. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a Hearing Participant's procedural or substantive due process rights, a Hearing Officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a disqualification challenge proceeding hereunder; provided, a Hearing Officer may not modify or suspend any provisions or requirements of subsections, J(2)(a)-(b), and J(2)(j) hereof.
- m. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written Agreement amongst the challenger, the County, and all then-existing intervenors, no provisions of Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of disqualification challenges under this section.

Request for Taxpayer Identification Number and Certification

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

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

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 of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions. 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ _____

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

Vendor Maintenance Registration Form

Please submit W-9 when submitting this form.

Disclosure: Under the Board's Purchasing Policy, employees are not authorized to order goods or services without first obtaining a valid Purchase Order Number. The County will not be liable for payment for goods or services that are ordered in violation of this policy.



Vendor Number: _____ Add Change

(To Be Completed By Purchasing Department)

Clay County Purchasing Division
PO Box 1366, 477 Houston Street
Green Cove Springs, FL 32043
Phone: 904-278-3766
Fax: 904-278-3728
www.claycountygov.com/purchasing

Vendor Name:

Address:

Address:

City:

State:

Zip Code:

Contact name:

Fax:

E-Mail Address:

Phone:

Web Address:

Services/
Commodities:

The Internal Revenue Service requires that we file Form 1099 for certain vendors receiving payments for \$600.00 or more during a calendar year.

The IRS may assess a \$50.00 penalty for each failure to provide a Taxpayer ID Number. Also we are required to withhold 28% for Federal Income Tax purposes for payment to vendors who fail to provide us with their Tax ID Numbers.

Remittance Address if different from above:

Address:

Address:

City:

State:

Zip Code:

Contact:

Phone:

Taxpayer ID #:

Conflict of Interest Disclosure:

County Employee: Yes No

An outside personal economic relationship which affords present or future financial benefits to an employee, his family or to individuals with whom he has business or financial ties may be considered a conflict of interest requiring evaluation by the County Manager.

This certifies that neither my family nor myself are employees of the County and will benefit financially by doing business with Clay County.

Signature: _____

Please click here to download the W-9 Form. This form is to be completed and faxed to: 904-278-3728

Department Requesting Form

Employee Signature

Vendor Signature

Print Form

Submit by Email