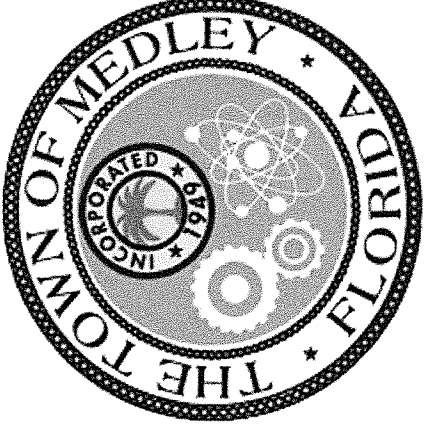


**TOWN OF MEDLEY
REQUEST FOR QUALIFICATIONS
CONTINUING PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES**

RFQ No. 2014-02



The Town of Medley Council:

**Mayor Roberto Martell
Vice Mayor Griselia Digiacomo
Councilmember Edgar Ayala
Councilmember Susana Guasch
Councilmember Jack Morrow**

Town of Medley
7777 NW 72nd Ave
Medley, FL 33166

DATE ISSUED: April 21, 2014

CLOSING DATE: May 23, 2014

Solicitation Summary

Solicitation Number	2014-02
Title	Continuing Professional Architectural and Engineering Services
Issue Date	April 21, 2014
Question & Answer End Date	May 2, 2014
Submittal Due Date	May 23, 2014 Deadline 2:00 p.m., EST
Contact	Jorge Corzo, Town Engineer Office of Capital Projects & Development Services bidinfo@townofmedley.com Telephone (305) 887-9541 Fax: (305) 882-1491

Submission Information

Statements of Qualifications may be submitted by mail or personally delivered by sealed hard copy, marked on the outside with Request for Qualification (RFQ) No. 2014-02 and name, to Office of the Town Clerk, Medley Town Hall, 7777 NW 72nd Avenue, Medley, FL 33166. All Statements of Qualifications and any other items as indicated in the following document must be returned, properly completed, and in a sealed envelope or your Statement of Qualifications may be disqualified. If more than one package is submitted they should be marked 1 of 2, etc. All Statements of Qualifications must be received no later than **May 23, 2014 2:00 p.m.** The responsibility for submitting Statements of Qualifications before the stated time and date is solely the responsibility of the Proposer. The Town will not be responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence. Please use item response form below for the outer portion of your envelope or box to be submitted.

Tentative Schedule

RFQ Advertised or issued:
Last day for questions:
Statements of Qualifications Due:
Evaluation Committee Recommendations:
Town Council Award

April 21, 2014
May 2, 2014
May 23, 2014
June 24, 2014
July 7, 2014

Solicitation Response Form

RFQ 2014-02

Continuing Professional Architectural and Engineering Services

Due Date

May 23, 2014 at 2:00 p.m.

Delivery Location

Office of the Town Clerk
Town Hall
Town of Medley
7777 NW 72nd Avenue
Medley, FL 33166

Submitted By:

(Name of company and address)

For Official Use Only

Date and Time Received: _____

Received by: _____

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Town of Medley
Request for Qualifications
for
Continuing Professional Architectural and Engineering Services

I. Introduction

Pursuant to Florida Statute § 287.055, the Consultants' Competitive Negotiations Act, the Town of Medley (the "Town") seeks to retain qualified architectural and engineering firms to provide continuing professional architecture and/or engineering services to the Town and invite qualified architecture and engineering firms to submit Statements of Qualifications in response to this Request for Qualifications (the "RFQ").

The Town intends to pre-qualify additional consultants and retain one or more firms qualified under separate continuing services agreements for general professional architectural and engineering services within the Town. No minimum amount of such professional services or compensation will be assured to any of the firms so retained, and the Town shall not be prevented in any manner from retaining other firms in its sole discretion to perform any such work.

As provided in Section 287.055, Fla. Statutes, the selected firm(s) will be retained under a continuing contract and shall be required to provide services on an on-going, as-needed basis, on various projects and assignments. These services shall include, but shall not be limited to, those specified herein. The Town intends to retain more than one (1) firm, if possible, to be available to perform services, which may include, without limitation, engineering, architecture, electrical engineering, right-of-way and traffic engineering, construction engineering, civil engineering, environmental permitting and engineering, preparation of plans and specifications, construction management, advising on the acquisition, improvement or operation of Town lands, buildings, facilities, utilities, and roads, the administration of Town services, and the planning, design and/or construction supervision and administration for one or any of the Town's various projects, which may include, without limitation, transportation and transit facilities, public buildings, municipal utilities including water, sewer, electric, natural gas, drainage, and municipal lands, parks, facilities and open space. The Town, on an as needed basis, will periodically issue work orders for specific projects and assignments to the retained Consultant(s).

The retained consultant(s) shall demonstrate specific experience and capabilities and must have personnel qualified through education and experience in the specified disciplines. Firms should provide in-house capability for all the required services, but subcontracting for specialty services will be considered. The qualifications and selection of consultants shall be in accordance with Florida Statutes § 287.055. Consultants must be currently licensed to practice in the State of Florida.

Consultants interested in responding may obtain a copy of this RFQ on or after April 21, 2014, by requesting a digital and/or physical copy hereof from Jorge Corzo, Town Engineer, Office of Capital Projects & Development Services, via email request sent to bidinfo@townofmedley.com, via telephone request at (305) 887-9541 and/or via in-person request, during the Town's regular business hours, at the Office of Capital Projects & Development Services, Town Hall, 7777 NW 72nd Avenue, Medley, Florida 33166. Any further inquiries regarding the RFQ may be directed to Jorge Corzo, Town Engineer, at (305) 887-9541.

II. Submittal Date

- A. All Statements of Qualifications (the "Statements of Qualifications" or "Proposals") are due, and must be submitted, no later than **May 23, 2014, at 2:00 p.m.**, EST or any time prior (the "Submittal Date") thereto to the Office of the Town Clerk, Medley Town Hall, 7777 NW 72nd Avenue, Medley, Florida 33166. All Statements of Qualifications received will be publicly read in the Council Chambers, on the date and at the time specified. All Statements of Qualifications received after that time shall be returned, unopened.
- B. Consultants shall furnish one (1) original copy, five (5) duplicate copies and one (1) digital copy (via CD or jump drive) of the Statements of Qualifications to the Town in a sealed envelope clearly marked with the RFQ Title and Number. Statements of Qualifications submitted via email, facsimile or other telegraphic means shall not be considered.
- C. Statements of Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Statements of Qualifications shall be decided in the favor of the Town. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Statements of Qualifications. The Town shall not be responsible for Statements of Qualifications received after the submittal deadline and encourages early submittal. Statements of Qualifications received by the Town after the time specified for receipt shall not be considered.
- D. All information required by the RFQ must be supplied to constitute an acceptable Statements of Qualifications.
- E. Statements of Qualifications must be addressed as follows for mail or hand delivery:

Office of the Town Clerk, Medley Town Hall
7777 NW 72nd Avenue,
Medley, Florida 33166
- F. Statements of Qualifications shall be submitted in an envelope marked '**RFQ No. 2014-02 – Request for Qualifications for Continuing Professional Architectural and Engineering Services.**'

III. Scope of Services

The Town intends to retain more than one (1) firm, if possible, via continuing contracts, to be available to perform services, which may include, without limitation, engineering, architecture, planning, permitting, electrical engineering, right-of-way and traffic engineering, civil engineering, construction engineering, civil engineering, environmental permitting and engineering, parcel surveying services, preparation of plans and specifications, preparation of design criteria packages for design/build projects, construction management and owner's representative services, advising on the acquisition, improvement or operation of Town lands, buildings, facilities, utilities, and roads, and the administration of Town services, and the planning, design and/or construction supervision and administration for one or any of the Town's various projects, which may include, without limitation, transportation and transit facilities, municipal buildings, municipal utilities including water, sewer, electric, natural gas, drainage, and municipal lands, parks, facilities and open space. The Town, on an as needed basis, will periodically issue work orders for specific projects and assignments to the retained Consultant(s).

The Town may elect to have the Consultant(s) provide design criteria documents if the Town decides to implement a project by the design/build approach. It will be required that Consultant's plans shall be developed on the current supported release of AutoCad version, and a reproducible hard copy and CD of plans shall be submitted in a version acceptable by the Town. The Town may elect to have the selected Consultant(s) provide all of these services, some of the services, or none of these services. The selected firm(s) is/are not guaranteed any work by the Town under this solicitation. All projects will be coordinated with the Town Engineer and/or Contract Administrator.

IV. Cone of Silence

- A. Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction. The "Cone of Silence" prohibits the following activities:
1. Any communication regarding this RFQ between a potential vendor, service provider, Proposer, lobbyist or consultant and the Town's professional staff;
 2. Any communication regarding this RFQ between the Mayor, Town Council members and any member of the Mayor and Council's professional staff;
 3. Any communication regarding this RFQ between potential vendor, service provider, Proposer, lobbyist or consultant and any member of a selection committee;
 4. Any communication regarding this RFQ between the Mayor, Town Council members and any member of the selection committee therefore;
 5. Any communication regarding this RFQ between any member of the Town's professional staff and any member of the selection committee; and

6. Any communication regarding this RFQ between a potential vendor, service provider, Proposer, lobbyist or consultant and the Mayor or Town Council.
- B. These prohibitions do not apply to communications with the Town Attorney and his or her staff.
- C. The “Cone of Silence” is imposed upon this RFQ after advertisement of this RFQ has been duly posted. The “Cone of Silence” shall terminate at the time that the Town makes a recommendation to the Mayor and Council, unless the Council refers the recommendation back to staff for further review. While the Cone of Silence is in effect, Town Staff shall create a written record of any oral communications with potential vendor, service provider, Proposer, lobbyist, or consultant related to or regarding a solicitation, bid, proposal, or other competitive process. The record shall indicate the date of such communication, the persons to whom staff communicated, and a general summation of the communication. This subsection applies to all communications made while the Cone of Silence is in effect for a particular solicitation.
- D. The “Cone of Silence” shall NOT apply to:
 1. Oral communications at pre-bid conferences;
 2. Oral presentations before publicly noticed selection committee meetings;
 3. Contract negotiations during any duly noticed public meeting;
 4. Duly noticed site visits to determine the competency of Proposers regarding a particular bid during the time period between the opening of bids and the time the Town makes a written recommendation;
 5. Emergency procurement of goods or services;
 6. Communications regarding this RFQ between any person and the Town’s procurement agent or contracting officer responsible for administering the procurement process for this RFQ, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
 7. Communications between a potential vendor, service provider or Proposer and the Town’s procurement agent or contracting officer responsible for administering the procurement process for this RFQ, or other department(s) identified in the solicitation document as the issuing department;
 8. Consultations by the Town’s procurement agent or contracting officer responsible for administering the procurement process for this RFQ with professional procurement colleagues in determining an appropriate approach or option involving a solicitation in progress;
- E. Any questions, clarifications or other requests desired by a Proposer regarding this RFQ must be requested in writing to Jorge Corzo, Town Engineer, Office of Capital Projects & Development Services, 7777 NW 72nd Avenue, Medley,

Florida 33166 or via ~~facsimile~~ at ~~305-882-1491~~ or email at bidinfo@townofmedley.com. Proposers must file copies of all written communications with the Town Clerk's Office.

- F. Any questions concerning compliance with the "Cone of Silence" are to be directed to the Town Attorney.
- G. Upon imposition of the Cone of Silence for this RFQ, the Town Attorney shall:
 - 1. issue a written notice to affected Town departments;
 - 2. file a copy of the Notice required by subsection (1) with the Town Clerk with a copy to the Mayor and Town Council; and
 - 3. include in the public solicitation for goods and services a statement disclosing the requirements of the Cone of Silence as follows:

Pursuant to subsection (1) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning this RFP's, RFQ's or Bids, until such time as a written recommendation is presented to the Town Mayor and Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the Request for Qualifications documents.

- H. The Cone of Silence shall terminate at the beginning of a Town Council Meeting at which the Town's professional staff makes their recommendation to the Mayor and Town Council. However, if the Town Council refers to the recommendation back to the Town's professional staff for further review, the Cone of Silence shall be re-imposed until such time as the a subsequent written recommendation is made.
- I. Violation of this section by a particular Proposer shall render any RFQ award to said Proposer voidable by the Town Council. Any person who violates a provision of this section may be prohibited from serving on a Town selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Town employee may subject said employee to disciplinary action.

V. Format and Content of Statement of Qualifications

Consultants interested in performing these professional services must display considerable relevant experience with the above-referenced type of work and should emphasize both the experience and capability of particular personnel who will actually perform the work.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Statements of Qualifications be organized in the manner specified. Failure

to do so may deem a submitted Statements of Qualifications as non-responsive. The following information and documents, as well as the manner and order, in which same are presented, are required for the Statements of Qualifications. Failure to provide the information as requested may cause the State of Qualifications to be deemed nonresponsive.

COVER:

Title Page:

A Title Page with Consultant’s business name, address, and telephone number; name and all contact information for individual that will serve as “Project Manager,” a primary liaison between the Consultant and the Town; date; and subject “Statement of Qualifications for Continuing Professional Architectural and Engineering Services for Various Projects”;

TAB 1:

Table of Contents

A Table of Contents that outlines in sequential order the major areas of the Statement of Qualifications, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents. The following order must be used: ~~Title Page, Table of Contents, Transmittal Letter, General Information, Specific Information, References and Proof of Insurance;~~

TAB 2:

Transmittal Letter

A brief letter that states the Firm’s commitment to the Town and an understanding of the work to be performed;

TAB 3:

Qualifications of the Firm.

Indicate the firm’s number of years of experience in providing professional Engineering and/or Architect services. Provide the form of organization or the business structure (corporation, partnership, etc.), and the principals, officers and directors of the Firm, with address, phone number, fax number, E-Mail address, web site, contact person(s), etc. The firm should be established as a legal entity in the State of Florida. Relative size of the firm, including management, technical and support staff, Licenses and any other pertinent information shall be submitted.

List the members of the Firm or project team. Provide a list of the personnel to be used for the types of projects listed and their qualifications, including an organizational chart of key personnel and staffing. A brief resume including education, experience, licenses and any other pertinent information shall be included for each key personnel and team member, for each project, including sub-consultants to be assigned to each project. Provide any other documentation that demonstrates their ability to satisfy all of the minimum qualification requirements. Statements of Qualifications that do not contain such documentation may be deemed non-responsive;

TAB 4:

Firm and Key Personnel's Experience

A comprehensive summary of the experience and qualifications of the Firm and key individual(s) who will be selected to serve as the key personnel and project manager for the Town. Individuals MUST have a minimum of five (5) years' experience in architectural and engineering services, and have served as project manager/construction manager on similar projects on a minimum of three (3) previous occasions.

Provide a list and description of a minimum of five (5) similar municipal and other projects or services rendered similar to those contemplated by this RFQ satisfactorily performed within the past five (5) years.

TAB 5:

Approach to Handling of Potential Projects

A description of the proposed approach to the project(s) that may be assigned to your firm. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how the potential project(s) will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the potential project(s).

Provide in concise narrative form, your understanding of the Town's needs, goals and objectives as they relate to the potential project(s), and your overall approach to accomplishing the project(s). Give an overview on your proposed vision, ideas and methodology;

TAB 6:

References

Three (3) letters of references shall be submitted as part of the Statement of Qualifications, which shall each include the following information from the referencing individual:

- A. Name;
- B. Position;
- C. Entity;
- D. Address;
- E. Telephone & Facsimile Number;
- F. E-Mail Address;
- G. Contract Date and Value;
- H. Description of Project/Work; and
- I. Total cost of the construction/studies, estimated and actual.

TAB 7:

Proof of Existing Insurance/Sample Insurance Certificate

Evidence of insurance currently in place that meets or exceeds the specifications of Section VII herein or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer. The successful Firm(s) must submit, prior to signing of a contract, a

Certificate of Insurance naming the Town as an additional insured and meeting the requirements of Section VII; and

TAB 8:

Litigation

Describe any and all previous or pending litigation(s) or investigation(s), either civil or criminal, involving a governmental agency, or which may affect the performance of the Services to be rendered herein, in which the Consultant and/or any of its employees, subcontractors or subconsultants is/are and/or has/have been involved within the last five (5) years.

TAB 9:

Attached Forms

- Proposer's Receipt of Addendum Acknowledgement Form
- Proposer's Certification Form
- Sworn Statement regarding Public Entities Crimes,
- Americans with Disabilities Act Non-Discrimination Statement,
- Business Entity Affidavit
- Certification Regarding Debarment, Suspension & Other Responsibility Matters Primary Cover Transactions
- W-9

VI. Submission of Statement of Qualifications.

- A. Late Submissions: Statements of Qualifications received by the Town after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened.
- B. Completeness: All information required by this RFQ must be supplied to constitute an acceptable and complete proposal.
- C. Incurred Expenses: The Town is not responsible for any expenses that may be incurred in the preparation and submission of this proposal, including, but not limited to, any presentations that may be requested.
- D. Economy of Preparation: Statements of Qualifications should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the Statement of Qualifications.
- E. Interviews: The Town reserves the right to short list Consultants and conduct personal interviews or require presentations by any or all Consultants prior to ranking, or at any time during the evaluation process, or at the Council Meeting were selection and award is made.
- F. Submittal; Acknowledgement: By submitting a proposal, the Consultant shall certify that they have fully read and understood this RFQ and the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

- G. Request for Additional Information: The Town reserves the right to amend this RFQ by written addenda with additional clarifying information. Any changes to this RFQ will be brought to the attention of all firms that have collected the RFQ. Only written addenda will be binding. Firms shall acknowledge receipt of addenda.
- Firms shall furnish additional information as the Town may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Town reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.
- H. Statements of Qualifications Binding: All Statements of Qualifications submitted shall be binding for three hundred sixty-five (365) calendar days following opening.
- I. Public Opening: All Statements of Qualifications will be publicly opened at 2:15 p.m. at the Town Hall on Submittal Date of this RFQ.
- J. Award Presentation: The Town's staff will present to the Town Council for acceptance, selection and final award the ranking of all firms with proposals qualified pursuant to this RFQ and a recommendation, or recommend that all proposals be rejected. The Town will negotiate terms with the selected firm(s), subject to the approval of the Town Council, and enter into continuing service agreement(s) on those terms with the selected firm(s).
- K. Acceptance/Rejection/Modification to Proposals: The Town reserves the right to reject any and all Statements of Qualifications, to discontinue this RFQ process, or to waive minor irregularities in the Statements of Qualifications and to make awards in the best interests of the Town.
- L. Proposal Withdrawal: Firms may withdraw their proposals by notifying the Town Clerk in writing at any time prior to the scheduled opening. Firms may withdraw their proposals in person or through an authorized representative. Firms and authorized representatives must disclose their identity and provide written receipt for the returned proposals. Proposals, once opened, become the property of the Town and will not be returned to the firms.
- M. Proposal Disclosure: Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Proposers are required to *identify specifically* any information contained in their Statements of Qualifications which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Statements of Qualifications received from Proposers in response to this RFQ will become the property of the Town and will not be returned to the Proposers. In the event of

contract award, all documentation produced as part of the contract will become the exclusive property of the Town.

- N. Proposal Pricing–Not to be Included: **Firms submitting Statements of Qualifications shall not submit pricing with their Statements of Qualifications.** The Town may request, accept and consider proposals for the compensation to be paid under the continuing contract only during the competitive negotiations phase of the RFQ.

VII. Insurance

Where Consultants are required to enter or go onto the Town property (including any property which is owned or leased by the Town or upon which the Town has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Consultant will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Miami-Dade County and Town building requirements and the Florida Building Code. The Consultant shall be liable for any damages or loss to the Town occasioned by negligence of the Consultant or any person the Consultant has designated in the completion of the contract as a result of his or her Statement of Qualifications.

Consultants shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Such policy (s) will be issued by an insurer of recognized responsibility and rated no less than “A” by the A.M. Best Company or similar insurance rating firm. Such policy (s) will contain appropriate cross liability clauses, be primary without right of contribution, and will provide that the Town will be given 30 days advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

Prior to the execution of the Continuing Services Agreement, Consultant will provide the Town with a certificate of insurance and a copy of the policy endorsement naming the Town of Medley, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Consultant. The certificate shall show a waiver of subrogation and hold harmless agreement in favor of the Town, its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives.

Requirements

Provide Certificate of Insurance for the insurance that, if selected, will need to be in force at all times during the contract period. Insurance company coverage must be with a current AM Best’s rating of no less than A and include the following coverages:

- A. Workers’ Compensation Insurance: statutory requirement;
- B. Employer’s Liability Insurance: \$1,000,000.00 per occurrence;
- C. Commercial General Liability: ~~\$2,000,000.00~~; \$1,000,000.00

- D. Professional Liability (Errors and Omissions) Insurance: \$2,000,000.00 per occurrence, \$2,000,000.00 aggregate. Claims made policy must have an extended period of two (2) years or occurrence based policy; and
- E. Automobile Liability Insurance: \$1,000,000.00 per occurrence, \$1,000,000.00 per accident for bodily injury and \$1,000,000.00 per accident for property damage.

The policy shall be endorsed to include contractual liability and to be effective from the date of commencement of professional services and for a minimum of four (4) years after the date on which their work has been completed. Such limits and types of coverage shall also be required of any sub-contracted Architect or Engineers. The Consultant shall either require of its Subconsultant's to procure and to maintain of the same type and in the same amounts specified above or insure the activities of its Subconsultant's in the Consultant's own policies. This coverage shall be extended to include: a) Indemnification endorsement covering the additional insured's and owner; b) Insurance to be primary and non-contributory; c) Contain no exclusions for means, methods, techniques, sequences or procedures; d) General aggregate to apply on a per project basis; and e) Contain a deductible of no more than \$ 25,000.00

The Town may require higher limits of insurance or additional coverage if deemed necessary.

VIII. Procedure for Evaluation of Proposals.

An evaluation committee will be established by the Town (the "Committee") to review and evaluate all proposals submitted in response to this RFQ. The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFQ. The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The Committee reserves the right to conduct interviews or require presentations prior to ranking the firms. The Committee shall select in order of preference and rank the firm(s) it deems the most highly qualified to perform the required services using evaluation factors including, but not limited to, those as set forth below. The rankings and recommendations of the Committee will be given to the Town Council for consideration and approval at a Council meeting. The Mayor and Town Council shall have the final authority to select the firms and award the Continuing Services Agreement. After selection of the firm(s) by the Town Council, the Town will negotiate pricing and terms for Continuing Services Agreement with the selected firms, which will incorporate the major terms and conditions contained in this RFQ. Upon reaching mutually agreeable terms with the selected firm(s), the Continuing Services Agreement(s) for each selected firm shall be presented to the Town Council for final approval.

IX. Evaluation of Statements of Qualifications

Award shall be made to the responsible Proposer(s) whose Statement of Qualifications is determined to be the most qualified and advantageous to the Town, taking into consideration the evaluation factors set forth below:

Criteria	Percentage
Qualifications of Firm: To include years of experience, ability, capacity and skill of firm(s) and personnel to perform, including timeliness, stability and availability, licenses, insurance, etc.	25 <u>15</u>
Qualification of Project Team: To include experience and qualifications of key personnel that will be assigned to the Town's projects.	30 <u>40</u>
Approach to the Handling of Potential Projects & Timeliness Indicate Firm's understanding of proposed needs and projects proposed by the Town.	25
Previous Similar Projects & References Experience and background in providing similar services and past performance, including, but not limited to, familiarity with local regulatory agency procedures and requirements, and assisting in the administration of grants requirements	20
Total	100

The Town reserves the right to reject any or all Statements of Qualifications, to waive any irregularities or informalities in any Statement of Qualifications or in the RFQ procedures, to accept or reject any item or combinations of items and to make awards in the best interests of the Town. The award will be to the firm(s) whose Statement of Qualifications complies with all material requirements set forth in this RFQ and whose /Statement of Qualifications, in the opinion of the Town, are the most qualified, taking into consideration all aspects of the Proposer's response.

X. Additional Information/Clarifications

The Town, independently or upon request, may furnish additional information related to this RFQ so as to clarify any provision contained herein and/or to facilitate proposals. The Town has made efforts to provide accurate and complete information in this RFQ. The Town shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding firms to assure that they have all information necessary for submission of their proposals.

All questions regarding this Request for Qualifications will be accepted until 12:00 pm on May 2, 2014. All questions shall be directed to:

Jorge Corzo, Town Engineer
 Office of Capital Projects & Development Services
 Town of Medley
 7777 NW 72nd Avenue
 Medley, FL 33166
 Telephone (305) 887-9541
 Fax:-(305)-882-1491 email: bidinfo@townofmedley.com

XI. Continuing Services Agreement.

After selection and pre-qualification of Consultant(s) by the Town, a continuing services agreement will incorporate the major terms and conditions for Consultant's performance. The agreement shall be in the form of a continuing contract, as approved by the Town Attorney for legal form and sufficiency, and shall include, but not be limited to, the following matters:

- A. The services to be provided by the Consultant pursuant to the Agreement shall be nonexclusive, and nothing therein shall preclude the Town from engaging other firms to perform the same or similar services for the benefit of the Town within the Town's sole and absolute discretion.
- B. The Consultant shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure a contract pursuant to this Request for Qualifications. Also, that it has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of a contract pursuant to this RFQ.
- C. The Agreement will include provisions for termination by either party and for the convenience of the Town.
- D. The Consultant shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.
- E. It is anticipated that the Agreement shall be a continuing contract. All work of a specified nature to be performed by Consultant shall be outlined in the Agreement.
- F. The Agreement will provide for the fees for services, which Consultant shall charge the Town and shall be scope specific.
- G. The Consultant shall at all times carry professional liability insurance, workers' compensation insurance, public liability and property damage insurance, and automotive public liability and property damage insurance as specified in this RFQ.
- H. Each Consultant shall be required, pursuant to Chapter 287, Florida Statutes, to execute a "Sworn Statement on Public Entity Crimes" prior to the execution of a contract resulting from this Request for Qualifications. By executing this sworn statement, the Consultant is affirmatively stating that neither it nor an affiliate (as defined in the statute) has been convicted of a public entity crime, and that it is not barred from entering into the contract. The Consultant shall further acknowledge that any misstatement or misrepresentation of fact, lack of compliance with the statute, or subsequent conviction of a public entity crime shall result in the contract being null and void and/or subject to immediate termination by the Town. In the event of such termination, the Town shall not incur any liability for any work or materials furnished by the Consultant.

- I. Consultant shall invoice the Town for each project or assignment, as negotiated. Each invoice shall identify the project or assignment, detail the contract price, payments made to date, percentage of completion of the assignment, project or phase, payment due this invoice, remaining balance due. Invoices shall itemize hours, hourly wage, or other unit agreed upon as measurement of payment during negotiations, if requested. If hourly, invoices shall identify the name and title of personnel who performed the work.
- J. Consultant shall indemnify and hold harmless the Town, 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 intentional wrongful conduct of the Consultant and persons employed or utilized by the Consultant in the performance of the services under this Agreement.
- K. The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the Town against any claim, suit or proceeding brought against the Town which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Consultant shall pay all damages and costs awarded against the Town in such matter.
- L. An understanding and agreement, by and between the Consultant and the Town, that the completion time will be as specified in approved work authorizations and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.
- M. The Agreement will provide for the Town to designate a Contract Administrator for each project or assignment, who shall be responsible for the project or assignment. The Contract Administrator may prepare a scope of services for each new assignment, upon which the selected firms in that category may be required to submit a Statement of Qualifications for performance of the work of a specified nature which has been outlined in the continuing contract.

XII. Other Matters:

- A. Force Majeure: The agreement which is entered into with the successful Proposer(s) may provide that performance of any act by the Town or Consultant hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Town shall have the right to provide substitute service from third parties or Town forces and in such event the Town shall withhold payment due Consultant for such period of time. If the condition of force majeure exceeds a period of 14 days, the Town may, at its option and discretion, cancel or renegotiate the Agreement.

- B. Collusion: By offering a submission pursuant to this RFQ, the Consultant certifies the Consultant has not divulged, discussed or compared his/her/its Statement of Qualifications with other Consultants and has not colluded with any other proposer or parties to this RFQ whatsoever. Also, the Consultant certifies, and in the case of a joint proposal, each party thereto certifies, as to his/her own organization, that in connection with this RFQ the above statement is correct. No attempt has been made or will be made by the Consultant to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition. The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees or established commercial agencies maintained by the Consultant for the purpose of doing business.
- C. Prohibition on Contingent Fees: The Consultant warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Town shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- D. Truth in Negotiating Certificate: The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Qualifications and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Town, whichever is later. The undersigned firm is furnishing this Truth in Negotiating Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a continuing agreement for

professional architecture and engineering services with the Town of Medley,
Florida.

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ AT THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE STATED SUBMITTAL TIME AND DATE WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE TOWN WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL DELIVERY OR CAUSED BY ANY OTHER OCCURRENCE.

[END OF DOCUMENT]

ATTACHMENT FORMS
(TAB 9)

ADDENDUM ACKNOWLEDGEMENT FORM

PROPOSER HEREBY ACKNOWLEDGES RECEIPT OF ADDENDA BY NUMBER AND DATE ON THIS PAGE.

ADDENDUM NO.

DATE

(NAME OF PROPOSER)

(SIGNATURE OF PROPOSER)

PROPOSER'S CERTIFICATION

I have carefully examined the RFQ and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the services specified in the RFQ. I agree that my Statement of Qualifications will remain firm for a period of 365 days in order to allow the Town adequate time to evaluate the Statements of Qualifications.

I certify that all information contained in this Statement of Qualifications is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Statement of Qualifications is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Statement of Qualifications I for the same service; no officer, employee or agent of the Town of Medley or any other Proposer is interested in said Statement of Qualifications; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

BY:

Sworn to and subscribed before me
this ____ day of _____, 20____

Signature

Name and Title, Typed or Printed

Mailing Address

Notary Public

City, State, Zip Code

STATE OF _____

() _____
Telephone Number

My Commission Expires

Acknowledgement of Addenda: Issued Addendums must be signed and submitted with Statement of Qualifications.

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the TOWN OF MEDLEY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business

with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day _____, 20_____.

Personally known

OR

Produced identification

Type of identification

Notary Public – State of _____
My commission expires: _____

Printed, typed or stamped commissioned name of notary public

**AMERICANS WITH DISABILITIES ACT
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the TOWN OF MEDLEY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the following laws, including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction:

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes; The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; and The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

Sworn to and subscribed before me this _____ day _____, 20_____.

Personally known

OR

Produced identification

Notary Public – State of _____

My commission expires: _____

Type of identification

Printed, typed or stamped commissioned name of notary public

Signature of Affiant

Print Name

Sworn to and subscribed before me this _____ day _____, 20_____.

Personally known

OR

Produced identification

Notary Public – State of _____

My commission expires: _____

Type of identification

Printed, typed or stamped commissioned name of notary public

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name _____

Date _____ By _____
Signature of Authorized Representative

Name and Title of Authorized Representative

W9 Form

W-9

Form
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Social security number

or

Employer identification number

Print or type
See Specific Instructions on page 2.

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN); if you do not have a number, see *How to get a TIN* on page 3. Note, if the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

- The U.S. owner of a disregarded entity and not the entity.

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "p" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN, if the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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.

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

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

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁵
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁶
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ First list and circle the name of the trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title. Also see Special rules for partnerships on page 1.

Note. 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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal non-tax 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. Payees must generally withhold 26% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Secure Your Tax Records from Identity Theft
Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.
Victims of identity theft, who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.