

<p><b>SUBMIT BID TO:</b></p> <p>Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771</p> <p><b>PURCHASING AND CONTRACTS DIVISION</b></p>	<p align="center"><b>INVITATION FOR BID</b></p> <p align="center">and Bidder Acknowledgment</p>
<p>Contact:           Jacqui Perry, CPPB                           Sr. Procurement Analyst                           407-665-7114 - Phone                           407-665-7956 - Fax                           jperry02@seminolecountyfl.gov</p>	<p align="center"><b>Bid-2122-05/JVP Purchase of Holmatro Extrication/Rescue Tools</b></p>
<p>Bid Due Date:    <b>August 31, 2005</b></p> <p>Bid Due Time:   <b>2:00 P.M.</b></p>	<p><b>Location of Public Opening:</b></p> <p>County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771</p>
<p>Bidder Name:</p>	<p>Federal Employer ID Number or SS Number:</p>
<p>Mailing Address:</p>	<p>If returning as a "No Submittal", state reason (if so, return only this page):</p>
<p>City, State, Zip:</p>	
<p>Type of Entity: <i>(Circle one)</i></p> <p>Corporation           Partnership Proprietorship       Joint Venture</p>	<p><b>X</b> _____ Authorized Signature (Manual)</p>
<p>Incorporated in the State of:</p>	
<p>Telephone Number:</p>	<p>Typed Name:</p>
<p>Toll Free Telephone Number: (800)</p>	<p>Title:</p>
<p>Fax Number:</p>	<p>Date:</p>

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

The Applicant is expected to completely analyze the information contained in this Invitation for Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

## Section 1 General Description of Project

Contractor will be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary to provide Holmatro Extrication/Rescue Tools or approved equivalent. Technical Specifications:

### 3242 UL – Spreader:

Max Spreading Force	NFPA 1936, HSF	12,925 lbs
Max Pulling Force	NFPA 1936, HPF	11,200 lbs
Spreading Distance	27.25 In.	
Weight	42.5 lbs	
Size	33 X 11.5 X 8 In.	

### 3035 NCT - Cutter:

Cutting Force	57,320 lbs
Max Opening at Tips	5.66 In.
Weight	33.5 lbs
Size	31.5 X 9 X 7 1/8 In.

### 3350 Telescopic Ram:

Max Force 1 <sup>st</sup> Stage	49,145 lbs
Max Force 2 <sup>nd</sup> Stage	18,210 lbs
Max Spreading Travel	29.25 In.
Max Length Extended	50.25 In.
Weight	40 lbs
Closed Dimension	21 X 16.5 X 6 1/8 In.

### HRS 22 Ram Support:

3 Location Points  
Compact and Light Weight

### DPU 60E – 230V:

Motor Electric	2.0 Hp	230 V – 60Hz
Working Pressure	10,500 PSI	
Pump Type	2 X two stage radial piston pump	
Hydraulic oil Contents	7.4 Qts	
Output:		
1 <sup>st</sup> Stage	2 X 122 Cu in/min	
2 <sup>nd</sup> Stage	2 X 27 Cu in/min	
Size	19.75 X 15.75 X 21.75 In.	
Weight	110 lbs	
NFPA Compliant	Yes	

**3005 Mini Cutter:**

Cutting Force	29,225 lbs
Spreading Force	7,000 lbf
Max opening	1.5 In.
Weight	8 lbs
Size	13 X 2.75 X 5 In.

**PPU15 Power Unit:**

Engine	Honda 4 stroke gasoline 2.5 Hp
Pump Type	two stage radial piston
Max operating Pressure	10,500 PSI
Fuel Tank	1.32 Qt
Hydraulic oil contents	2.43 Qt
Output 1 <sup>st</sup> stage	139 Cu in/min
Output 2 <sup>nd</sup> stage	37.8 Cu in/min
Weight	35 lbs
Size	17.75 X 12 X 15 In.

## **Section 2 – Instructions to Bidders**

**CONTACT:** All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff members other than the noted contact person regarding this Bid or their bid at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by County staff for this project. Any such contact shall be cause for rejection of your bid.

**PUBLIC OPENING:** Bids shall be received at the Purchasing Division at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Bidders shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 665-7116.

**DELAYS:** The COUNTY, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the COUNTY to do so. The COUNTY will notify Bidders of all changes in scheduled due dates by posting the notification in the Purchasing and Contracts Web Site.

**BID SUBMISSION AND WITHDRAWAL:** The COUNTY will receive bids at the above address. The outside of the envelope/container must be identified with the Bid Number and title as stated above. The envelope/container must also include the Bidder's name and return address.

Receipt of the bid in the Purchasing Division after the time and date specified due to failure by the Bidder to provide the above information on the outside of the envelope/container shall result in the rejection of the bid.

**Bids received after the specified time and date shall be returned unopened.** The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any bid.

The COUNTY cautions Bidders to assure actual delivery of mailed or hand-delivered bids prior to the deadline set for receiving bids. Telephone confirmation of timely receipt of the bid may be made by calling (407) 665-7116, before the 2:00 deadline.

Bidders shall submit **FOUR (4) COMPLETE SETS** (one [1] original and three (3) copies) of the complete bid with all supporting documentation in a sealed envelope/container marked as noted above. The Bidder may submit the bid in person or by mail.

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

**INQUIRIES:** All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing and Contracts Division in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute

an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid documents including the attached draft agreement, shall be requested in writing, and received by the County Purchasing and Contracts Division at least seven (7) business days prior to the due date. The County will not be responsible for any oral instructions made by any employee(s) of the COUNTY in regard to this Bid. Telephone No. 407-665-7116, Fax No. 407-665-7956.

**ADDENDUM:** Should revisions to the Bid documents become necessary; the COUNTY will post addenda information on the COUNTY's Web Site. All Bidders should check the COUNTY's Web Site or contact the COUNTY's Purchasing and Contracts Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid as unresponsive.

Bidder shall sign, date, and return the latest addendum with their Bid. Previous addenda will be deemed received.

Addenda information will be posted on the COUNTY's Web Site at [www.seminolecountyfl.gov](http://www.seminolecountyfl.gov). It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda.

**SELECTION PROCESS AND AWARD:** The award will be made to the lowest priced, responsive, responsible Bidder. The COUNTY reserves the right to reject all bids, to waive any formalities, and to solicit and re-advertise for new bids, or to abandon the project in its entirety.

In evaluating Bids, the COUNTY shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS."

Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of COUNTY, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the COUNTY's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.

(g) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

(h) Non-compliance with the submittal requirements of these Instructions To Bidders.

**AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:**

(a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.

(b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.

(c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.

(d) The quality of performance of previous contracts or services to Seminole County or any other agency or client.

(e) The previous and existing compliance by the Apparent Low Bidder with Chapter 220, Seminole County Purchasing Code & Procedures, the life safety requirements of COUNTY, and other laws and ordinances, regulations.

(f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.

(g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the COUNTY.

(h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.

(i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement. Minimum of three (3) satisfactory years shall be required.

(j) The type, structure and experience of the local or branch management proposed.

(k) Quality Control Program.

(l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five (5) years.

(m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five (5) years.

**BID PREPARATION COSTS:** Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Bid. Bidders should

prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Bid.

**ACCURACY OF BID INFORMATION:** Any Bidder which submits in its bid to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

**INSURANCE:** Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the County prior to commencement of Work or delivery of commodities/services.**

**LICENSES:** Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the **State of Florida** at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

**POSTING OF BID AWARD:** Recommendation for award will be posted for review by interested parties at the Purchasing Division bulletin board and the County's Web Page ([www.seminolecountyfl.gov/purchasing](http://www.seminolecountyfl.gov/purchasing)) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code and Procedures shall constitute a waiver of proceedings.

**PUBLIC RECORDS:** Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**PROHIBITION AGAINST CONTINGENT FEES:** It shall be unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the SERVICE PROVIDER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**ACCEPTANCE / REJECTION:** Seminole County reserves the right to accept or reject any or all bids and to make the award to those Bidders, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

**USE OF TRADE NAMES:** Specifications used are intended to be open and non-restrictive. Any reference to brand name or number shall not be construed as restricting to that manufacturer, but is used as a minimum standard of quality. When no reference or change is made on the bid by a Bidder, it is understood that the specific brand item named on the Bid shall be furnished by the Bidder. If proposing on other than the make, model, brand or number as shown, and offered as an equal, complete technical information, specifications manufacturer's name and catalog reference must be clearly stated on the Bid Response or attach letter. Any deviation between brand offered and brand specified must also be clearly indicated.

**ADDITIONAL TERMS AND CONDITIONS:** Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

**TECHNICAL ACCEPTABILITY OF TRADE NAME PROPOSED:** If offering other than the trade name specified, explain in detail the differences between the equipment proposed and the equipment specified. Also explain what impact may be anticipated in performance of the equipment. These explanations must be provided on specification sheet or on company letterhead, and attached to your bid. The County will determine if the brands offered are technically acceptable. Failure to comply may result in disqualification of your bid. All exceptions shall be stated no matter how seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the bid, regardless of the cost to the Bidder.

**RESPONSIBILITY:** A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The County reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the County. This information will be used to determine the Bidder's responsibility.

**BIDS TO REMAIN FIRM.** All Bids shall remain firm for ninety (90) Days after the day of the Bid opening. Extensions of time when Bids shall remain opened beyond the ninety-day period may be made only by mutual agreement between Seminole County and the Selected Bidder

**PURCHASING CODE:** The Purchasing Code and Procedures apply in its entirety with respect to this Bid.

**AFFIRMATION:** By submission of a bid, Bidder affirms that his/her bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation for Bid and the resulting contract.

**MISTAKES IN BID:** Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

**DISQUALIFICATION OF BIDDER:** More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

**GOVERNMENTAL RESTRICTIONS:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

**EQUIVALENT MATERIALS AND EQUIPMENT.** Whenever Materials or Equipment are specified or described in the Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by the County if sufficient information is submitted by Applicant to allow the County to determine that the material or Equipment proposed is equivalent to that named.

Requests for review of substitute items of material and Equipment will not be accepted by County from anyone other than Applicant. If Applicant wishes to furnish or use a substitute item of material or Equipment Applicant shall indicate this action in his solicitation, make written application to County for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Applicant is responsible for any expense incurred by the County from evaluation and acceptance of the proposed substitute, including claims of other Applicants affected by the resulting substitute, all of which will be considered by the County in evaluating the proposed substitute. County may require Applicant to furnish, at Applicant's expense, additional data about the proposed substitute.

County shall be the sole judge of acceptability, and no substitute shall be ordered without County's acceptance. However, COUNTY reserves the right to reject any proposed substitute which would result in an increase in Contract Price and COUNTY may require Applicant to furnish at Applicant's expense a special performance guarantee or other Surety with respect to

any substitute. If approval is given, Applicant shall not be excused from performing in conformity with the requirements of the Contract Documents.

Applicant assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the specifications and all other features of substitute items are suitable for their intended purpose.

### **Section 3 – Instructions for the preparation of Bids**

The Bidder(s) warrants its response to this Invitation for Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation for Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects.

Bidders are advised to carefully follow the instructions listed below in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

The bid must be divided into three (3) sections with references to parts of this Bid done on a section number/paragraph number basis. The three (3) sections shall be named:

1. Required Submittals
2. Past Performance
3. Price Proposal

#### **1. REQUIRED SUBMITTALS:**

##### **Invitation for Bid – Page #1 of Package**

- Name of Individual, Partnership, Company, or Corporation submitting bid;
- Signature(s) or representative(s) legally authorized to bind the Bidder.
- Address, Telephone Number, Fax Number and all required information.

**Summary of Litigation:** Provide a summary of any litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years which is related to the services that Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

**License Sanctions:** List any regulatory or license agency sanctions within the past 5 years.

**Bidder's Certification:** Complete the "Bidder's Certification Form" included in this bid package as indicated.

**Conflict of Interest Statement:** Complete the "Conflict of Interest Statement" included in this bid package as indicated.

**Compliance with the Public Records Law:** See form included in this package.

**Request for Taxpayer Identification Number (W-9 Form):** Complete the "W-9 Form" included in this bid package as indicated.

**2. PAST PERFORMANCE:**

The Bidder shall include qualifications and past performance of the firm/individual(s) who will provide the services. The submission must include:

- A. List three (3) references for which your company provided similar services related to those specified in the Scope of Services. List the names of the client (name, address, telephone number, fax numbers and the title of position that was filled by your company).

**3. PRICE BID**

The Price Proposal shall use the Price Proposal forms included in the Bid Documents. Price Bids not submitted on the attached form shall render the Bid unresponsive.

**Section 4 –  
Price Submittal**

**PROJECT: PURCHASE OF HOLMATRO EXTRICATION/RESCUE TOOLS  
COUNTY CONTRACT NO. BID-2122-05/JVP**

Name of Bidder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

FAX Number: (\_\_\_\_\_) \_\_\_\_\_

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder agrees to provide and furnish all of the labor, material, equipment, and all transportation services necessary to complete the order in connection with the required services/commodities, all in strict conformity Bid Documents, including Addenda Nos. \_\_\_ through \_\_\_, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will accept the order from the COUNTY in the form set forth in the Bid Documents; that he/she will furnish the Insurance Certificates, if required by the County.

3242 UL – Spreader:	1 Each	\$ _____
3035 NCT - Cutter:	1 Each	\$ _____
3350 Telescopic Ram:	1 Each	\$ _____
HRS 22 Ram Support:	1 Each	\$ _____
DPU 60E – 230V:	1 Each	\$ _____
3005 Mini Cutter:	1 Each	\$ _____
PPU15 Power Unit:	1 Each	\$ _____

**TOTAL AMOUNT OF BID:** \_\_\_\_\_  
Numbers

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of person signing this BID FORM)



**Attachment B  
Compliance with the Public Records Law**

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: \_\_\_\_\_

Authorized representative (printed): \_\_\_\_\_

Authorized representative (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Project Number: Bid-2122-05/JVP

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

**Attachment C**  
**BIDDER'S CERTIFICATION**

I have carefully examined the Invitation for Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation for Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to ninety (90) days in order to allow the County adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

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

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

Name of Business \_\_\_\_\_

By: \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Name & Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

( ) \_\_\_\_\_  
Telephone Number

Sworn to and subscribed before me

This \_\_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

Notary Public, State of \_\_\_\_\_

Personally Known

-OR-

Produced Identification \_\_\_\_\_

Type: \_\_\_\_\_

Form **W-9**  
 (Rev. October 2004)  
 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.**

Print or type See Specific Instructions on page 2	Name (as reported on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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.

Social security number									

or

Employer identification number									

**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:

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

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.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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.

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**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.

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

**Foreign person.** If you are a foreign person, 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 recipient 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 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 (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

## 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 social security card. 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 social security card 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).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**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 From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" 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.

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

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 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 recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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.

## 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at [www.socialsecurity.gov/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). 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/](http://www.irs.gov/businesses/) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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.** Writing "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 recipients, see *Exempt From Backup Withholding* 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.

**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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal 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.)

**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, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. The authority to disclose information to combat terrorism expired on December 31, 2003. Legislation is pending that would reinstate this authority.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% 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.