



Request for Proposals Information Technology Managed Services

**Early Learning Coalition
of Alachua County, Inc.**

Bid# 1718-0001

March 9, 2018

Robin Powis
Chief Financial Officer
4424 NW 13th Street, A5
Gainesville, FL 32609
rpowis@elcalachua.org

**Request for Proposals
Information Technology Managed Services**

March 2018

The Early Learning Coalition of Alachua, Inc. (ELCAC) is requesting proposals from qualified professional network support firms for Information Technology Managed Services. The qualified vendor will enable the ELCAC to improve and maintain Information Technology (IT) effectiveness, enhance its quality of service delivery, minimize support costs and maximize return on investment. The contract will begin July 1, 2018. Proposal and all correspondence relating to this RFP shall be submitted to:

Robin Powis
Chief Financial Officer
4424 NW 13th Street, A5
Gainesville, FL 32609
rpowis@elcalachua.org

Please visit our website to download a copy of this Bid# 1718-0001 including ELCAC's General Assurances and Certifications at www.elcalachua.org Finance-Purchasing/bids-proposals. Copies will not be faxed. Qualified vendors requiring additional information or clarification relative to the contents of the bid may direct inquiries to Robin Powis, Chief Financial Officer at rpowis@elcalachua.org.

The ELCAC reserves the right to reject any or all proposals and/or to limit this procurement to a portion based on the availability of funds and/or as deemed in the best interest of the ELCAC.

Key Dates

Event	RFP Issued	Intent to Respond Due	Walk-through	Questions Due	Answers Provided	Proposals Due	Presentations	Contract Awarded	Contract Signed
Date	03/09/18	03/19/18	03/12/18 – 03/16/18 and 03/19/18 – 03/23/18	03/23/18	03/27/18	03/30/18	04/02/18, 04/03/18 and 04/04/18	04/20/18	04/27/18
Time	5:00PM EST	11:00AM EST	Scheduled upon request	5:00PM EST	5:00PM EST	4:00PM EST	TBD	11:00AM EST	5:00PM EST

Background Information

The Early Learning Coalition of Alachua County, Inc. (ELCAC) was established legislatively in 1999 and is mandated by the Florida Legislature Chapter 411.01 of Florida Statutes, to provide early learning programs to children and families in Alachua County Florida, which include the School Readiness Program and Voluntary Pre-Kindergarten Program. These programs must be developmentally appropriate and research-based, involve parents as their child's first teacher, serve as preventive measures for children at-risk of future school failure, enhance the educational readiness of eligible children, and support family education.

The ELCAC's primary goal is to provide quality early learning and voluntary pre-kindergarten education services that prepare children to be "school ready" upon entry into kindergarten.

Identification of Award Source (CFDA AND CSFA TITLE AND NUMBER)

Pursuant to 2 CFR Part 200 and Chapter 112.0455 F.S., funds awarded under this RFP are currently paid from the following:

<u>CFDA/ CSFA #</u>	<u>Funding Source</u>	<u>Estimated Allocation</u>	<u>Award Year</u>
School Readiness:			
93.558	Temporary Assistance to Needy Families (TANF)	16.21%	7/1/18-6/30/19
93.558	TANF Maintenance of Effort (MOE)	11.62%	7/1/18-6/30/19
93.575	Child Care Development Fund (CCDF)	16.44%	7/1/18-6/30/19
93.575	CCDF Discretionary	24.19%	7/1/18-6/30/19
93.596	CCDF Mandatory	6.39%	7/1/18-6/30/19
93.596	CCDF Matching (federal share)	13.67%	7/1/18-6/30/19
93.596	CCDF Matching (state share)	7.33%	7/1/18-6/30/19
93.596	CCDF Maintenance of Effort (MOE)	4.00%	7/1/18-6/30/19
93.667	Social Services Block Grant (SSBG)	0.08%	7/1/18-6/30/19
Voluntary Pre-Kindergarten:			
75.007	Voluntary Pre-Kindergarten Education Program	100.00%	7/1/18-6/30/19

The ELCAC is currently using an outside firm for its managed IT services. There are currently 3 Servers, 46 Desktops, 5 Laptops and 8 Tablets agency-wide. The ELCAC workstation hardware is on a 5-year update schedule.

Working knowledge and experience with early learning programs' operations and software are preferred. The ELCAC currently uses Apple, Dell, HP, Intel, Matrox Graphics, Nydia PhysX system, Splashtop, Abila/MIP, SQL Database, Enhanced Field System (EFS), Sentry File, Adobe and other software to support its operations.

Vendor must have the ability to integrate hardware and software, proven assessment management and tracking capabilities, excellent technical skills, a strong customer-service focus and strong communication skills. Vendor's technicians/engineers should be familiar with the listed software above and current network software and services.

The current firm supplies on-site presence as needed with 24/7/365 monitoring. This RFP requests the qualified firm to provide IT managed services monitoring with on-site presence as needed with 24/7/365 monitoring.

Scope of Services Required

The scope of services is intended to ensure proper operation of the ELCAC's networked computer system, equipment, and related network infrastructure located in two buildings within the ELCAC. It is anticipated to include, but not limited to the following:

Server Management

1. Vendor is responsible for the installation, maintenance and administration of hardware and operating systems including monitoring disk space, CPU and memory utilization for approximately 3 Servers.
2. Vendor must provide 24/7/365 monitoring of hardware availability and warnings and errors in the system, application, security, DNS and replication logs.
3. Vendor must troubleshoot problems identified through monitoring and resolve in a timely fashion.
4. Vendor must respond to network or system outages immediately due to the nature of this operation.
5. Vendor must maintain virus pattern and engine updates.

Workstation & Printer Management

1. Vendor is responsible for the installation, maintenance and administration of hardware and operating systems including updates and patches for approximately 46 Desktop, 5 Laptops and 8 Tablets as well as approximately 25 end users and 78 user accounts.
2. Vendor must monitor Microsoft Updates for the operating systems and core applications on a continuous basis, including patches, fixes and service packs.
3. Vendor must bundle non-critical updates into a single load, involving less disruption to operations.
4. Vendor must load critical updates to entire network infrastructure.
5. Vendor is responsible for the installation and administration of approximately 13 networked or local laser and inkjet printers.
6. Vendor is responsible for the installation and maintenance of associated uninterruptible power supply (UPS) units.
7. Vendor must provide prompt response time to troubleshoot, triage printer issues and interface with vendor to coordinate repairs.
8. Vendor must provide assistance to remote users who have CEO's approval to work remotely.

Switch Management

Vendor is responsible for:

1. Switch administration – port activation and deactivation.
2. IOS upgrades and configuration backups.
3. Routine switch maintenance.
4. Radius security access.
5. Monitoring switch availability, CPU load, bandwidth utilization, packet loss, and memory utilization.
6. VLAN management.
7. Setting customer alert thresholds for device up/down status, percent of bandwidth utilized, memory utilized, CPU utilized, and network response times.

LAN Management

Vendor is responsible for:

1. LAN monitoring (for wireless or Ethernet-based LANs) by periodic polling devices for availability.
2. Responding to system issues and resolve detected faults as they arise.
3. Notifying designated site personnel of abnormal network behavior.

4. Maintenance of wireless network.

Messaging, Email and Communications (Currently running Outlook 365)

Vendor is responsible for:

1. Mailbox administration (including management of global account list and distribution list, user account additions and deletions), responding to change requests within a 24-hour period.
2. Managing mailbox policies: mailboxes are limited to a certain size per user; each attachment cannot exceed 25MB however mailboxes can be set to a higher threshold upon request from the ELCAC.
3. Integration of Microsoft Windows security to enable on security model to serve both Windows and Exchange.
4. Supporting users requiring multiple email aliases.
5. Configuring a setup of Outlook client on user workstations.
6. Responding to system issues and resolving detected faults as they arise.
7. Performing routine Exchange administration.
8. Responding and interfacing with telephone and cell phone vendors.
9. Responding and interfacing with vendors regarding down circuits, phone and T1 lines.

Firewall

Vendor is responsible for:

1. Fully managing and monitoring firewall 24/7/365.
2. Maintaining updates and hardware maintenance on firewall.
3. Establishing and maintaining a security rule base.
4. Reviewing event logs.

Virus Defense (Currently running Symantec and Malwarebytes Antivirus)

Vendor is responsible for:

1. Maintaining current antivirus software at workstations and servers.
2. Scanning and cleaning all email attachments for viruses.
3. Removing all infected files.
4. Quarantining infected files when detected.
5. Locking down client security configurations so end users cannot alter or disable their antivirus software.

Backup

Vendor is responsible for:

1. Daily backup of data on servers (2 per day).
2. Server data will be stored on a fault tolerant expandable storage area network and backups will be pushed up to a secure Cloud facility on a nightly basis.
3. Checking audit reports and backup logs regularly to ensure backups are executed properly.
4. Working with client in the event of a server failure to restore data to the repaired or replacement server.

Onsite Support/Planning

The vendor is expected to provide on-site support as needed in administering to the ELCAC's IT needs. The task includes end user support and training, department level systems and capital needs planning, and input into major system enhancements. Vendor will participate collaboratively with various ELCAC departments to fulfill service needs, and will make recommendations for future purchasing and technology upgrades in conjunction with the operations coordinator. Personnel providing services under this contract resulting from the RFP must be fully qualified to perform the required work. All personnel on-site and remote will be subject to a level 2 criminal background check before performing any work in ELCAC's buildings. The cost of the background check(s) shall be borne by the vendor. The ELCAC may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results (see section on Background Screening).

Intent to Respond

Please submit notice to Robin Powis of your intent to respond by 03/19/18 via email or mail.

Proposals Delivery

Upon receipt of all bids, the ELCAC will review and make a decision based on the best value offered. Most importantly, the selected vendor will be required to enter into an agreement with ELCAC to guarantee the product/service specifications, prices quoted, and value-added services described, as well as to ensure adherence to all applicable state and/or federal laws. A bidder must be a reputable vendor.

Sealed bids must be mailed or delivered to the **Early Learning Coalition of Alachua County, Inc.** to arrive no later than **4:00 p.m. March 30, 2018**. One (1) original and one (1) copy must be sent to the address below. The bid must be accompanied by a signed and dated General Assurances and Certifications. A bidder that submits an offer by mail should allow sufficient mail handling time to ensure timely delivery of the bid to the Coalition office located at:

The Early Learning Coalition of Alachua County, Inc.

Attention: Robin Powis

4424 NW 13th Street, A-5

Gainesville, FL 32609

Delivery will be at the VENDOR'S expense and risk. Any and all damages that may occur due to packing or shipping will be the sole responsibility of the VENDOR. Late submissions including those mailed or delivered to the wrong address will be rejected. Postmark does not count for being delivered within the due date and time.

Electronic and/or faxed bid submissions will not be accepted. Questions and/or comments may be addressed by contacting Robin Powis at rpowis@elcalachua.org. Telephone inquiries will not be accepted. Any unauthorized contact may disqualify the bidder. All communications from bidders must be in writing, shall include the relevant solicitation number, and be directed to the electronic address provided above. The deadline for submitting questions is 03/23/18 at 5PM EST.

Proposal Evaluations, Contract Execution and Evaluation Criteria

This section shall serve as the criteria from which the ELCAC will rate the VENDOR. In preparing a submittal

the ELCAC recommends that the VENDOR address the criteria clearly in their submittal and indicate how they achieve the highest rating. Statements should qualify and demonstrate the VENDOR'S ability to meet each criterion. Statements should be to the greatest extent verifiable.

1. **Industry Expertise and Experience** – The VENDOR demonstrates that it has a strong history, the necessary resources, familiarity with the region, and good working relationships with its subcontractors, if any. This section should include the following:
 - Brief Overview and history of your company, including the organizations structure and target technologies.
 - How long has the organization been in this business and what is your current market share?
 - Provide a description of qualifications and experience of your firm in providing similar services described above.
 - Include a list of personnel certifications and trainings. Include a one-page resume of staff to be assigned to this project.
 - Total number of clients.
 - Total number of school, educational and non-profit clients.
 - Staffing – list number of technical staff and technical level, administrative staff etc.
 - List number of full-time personnel qualified to support hardware and software listed under the Scope of Services Required section.
 - How many of your employees are contract?
 - What differentiates your organization from your competitors in the marketplace and how will this be relevant to us?
2. **Demonstrated Customer Service Quality and Support.** Include a list of at least three customer references with similar networks. Include company name, address, phone number and point of contact.
3. **Previous Relevant Experience** – The VENDOR demonstrates familiarity with this type of project, suggests innovative tools or methods, has strong project management skills, and utilizes a consistent and effective quality assurance and control strategies.
4. **Cost of Services** – The VENDOR'S proposed guidelines for the range of costs for a project of this size, nature, and scope. The ELCAC is seeking a regular, monthly price for the services described herein. Please provide a total monthly fee and associated breakdown by task to support that figure. Please provide a grand total fee for a one-year period with an option to extend for two additional years. The ELCAC seeks to enter into a fixed fee, one-year agreement with an option to extend the contract for two additional years based upon performance.

While the ELCAC requests this contract to be ALL INCLUSIVE, it recognizes that there may be instances where services fall beyond what can be reasonably included in a basic monthly scope of work. Please provide your firm's opinion on what types of services might fall into this category, and provide appropriate pricing. The following may be considered:

- Site visits outside prescheduled visits
- After hours, emergency response visits
- Additional discounts for multi-year agreements
- Other special circumstances

Cost proposals shall be submitted in a separate, sealed envelope labeled "Cost Proposal". Proposals will be ranked first according to the evaluation criteria listed, and then cost will be considered. In other words, the ELCAC seeks to make a quality-based selection, in a costs-effective manner, within its available budget.

5. **Financial Information** – The VENDOR provides evidence of financial stability and the resources

necessary to complete a project of this size, including information on insurance and bonding capabilities.

6. **Account management** – The VENDOR provides the proposed response time(s), lists the tools for managing the account (i.e., protocols, passwords, etc.).
7. **Reporting capabilities** – The VENDOR provides reports on network assessment: usage disk space, fragmentation, back-up issues, data recovery, detailed invoices, tracking issues.
8. **Submittal Completeness and Quality** – The VENDOR has included all forms and information requested in this RFP. The submittal is concise and of high quality.

The RFP's will be evaluated by a designated group of individuals and will rank proposals to your firm's submission. The evaluation process will use the previously described criteria to rank proposals and award the contract, as follows:

Criteria Rating	Weight	Score 1-5	Calculated
Industry expertise and experience	15%		
Demonstrated customer service quality and support	15%		
Previous relevant experience	10%		
Cost of services	10%		
Financial information	15%		
Account management	15%		
Reporting capabilities	10%		
Submittal completeness and quality	10%		
Total	100%		0

Scoring Analysis

Not Addressed	0
Poor	1
Minimum	2
Average	3
Good	4
Excellent	5

After the closing date and time for receipt of proposals, evaluation and proposal clarifications will begin. Vendors may be asked to give an oral presentation. The ELCAC also reserves the right to schedule a site visit to the Vendor's facility in order to assess the capability and ability to fulfill the contract.

Rejection of Proposals

The ELCAC reserves the right to reject any or all proposals and/or to limit this RFP to a portion based on the availability of funds and/or as deemed in the best interest of the ELCAC. Any proposal determined to be non-responsive to any of the minimum evaluation criteria of this RFP will be automatically disqualified. The ELCAC may determine that the non-responsiveness is not substantial and can be clarified. In such cases, the ELCAC will allow the VENDOR to make minor corrections and apply the change in the evaluation.

Any of the following reasons may be considered as being sufficient for the disqualification of VENDOR and the rejection of his proposal(s):

1. Failure to adhere to one or more of the provisions established in the RFP.
2. Failure to submit all required information as requested in the specifications by the deadline.
3. Failure to submit the proposal at the time or in the format specified herein or to supply the minimum information requested herein.
4. Failure to meet the minimum evaluation criteria specified in this RFP.
5. Failure to submit its proposal to the required address on or before the deadline date established by the ELCAC.
6. Misrepresentation of services, experience and personnel by providing demonstrably false information in its proposal or failure to provide material information.
7. Failure to submit the cost on the enclosed Cost Proposal.
8. Refusal of a reasonable request for an interview.
9. Refusal to provide clarification requested by the ELCAC.
10. Evidence of collusion.
11. Failure to provide truthful and accurate information in its proposal or misrepresents its product.

Execution of Contract

Upon the acceptance of a VENDOR'S proposal, the ELCAC will prepare and submit an award letter to the successful VENDOR for ordering. In the event that the successful VENDOR fails, neglects or refuses to execute the contract within fourteen (14) days after receiving a notice of award from the ELCAC, the ELCAC may at its option terminate and cancel its action in awarding the bid and the selection of the VENDOR shall become null and void and of no effect.

Incorporated by reference into the contract, which is to be entered into, by the ELCAC and the successful, VENDOR pursuant to this RFP will be:

1. All of the information presented in or with this RFP and the VENDOR'S response thereto.
2. All written communications between the ELCAC and the successful VENDOR whose proposal is accepted. A designated official of the VENDOR and the ELCAC shall execute the contract.

Responsibilities of the VENDOR

1. Prime Contractor: The successful VENDOR will be considered as the prime contractor for those services indicated in their proposal and will be required to assume total responsibility for the delivery, installation, setup, conversion, and maintenance of all related services offered in the proposal whether or not the company is the manufacturer, producer, value added reseller, author or supplier of the items. The ELCAC will consider the successful VENDOR to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated. Prior to final selection, VENDORS may be required to submit any additional information which the ELCAC may deem necessary to determine the VENDOR'S qualifications to respond to the RFP. Should any of the information requested by the ELCAC be considered by the VENDOR to be confidential it should be so stated. The ELCAC will attempt to treat any information submitted by the VENDOR as confidential if requested to do so; however, the ELCAC cannot ensure such confidentiality as the ELCAC falls under Florida's Sunshine Law and all records are public, except personally protected information.

2. Firm Price: Prices offered by the VENDOR will be firm and not subject to increase during the term of any contractual agreement arising between the ELCAC and the successful VENDOR as a result of this RFP.
3. No Assignment: Assignment by the successful VENDOR to any third party of any contract based on the RFP or any monies due shall be absolutely prohibited and will not be recognized by the ELCAC unless approved in advance by the ELCAC in writing.
4. Statement of Time: Time when stated, as a number of days, shall include Mondays through Sundays and Legal Holidays.

Clarification of Proposals

The VENDOR of any proposal that the ELCAC determines susceptible to being selected may be required to discuss or clarify its proposal or demonstrate its applications with the ELCAC any time during the procurement process.

1. If a complaint or claim alleging violation by the VENDOR of such statutes, rules, or regulations is presented, the VENDOR agrees to cooperate in the investigation and disposition of complaint or claim.
2. In the event of the VENDOR'S non-compliance with the provisions in this section, the ELCAC shall impose such sanctions as it deems appropriate, including but not limited to the following: 1. Withholding of payments due the VENDOR until the VENDOR complies, and, 2. Termination or suspension of any contract or agreement pursuant to this RFP.
3. Force Majeure: Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather, but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance may be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Open Procurement

1. The ELCAC reserves the right to accept any item or group of tasks proposed in any response, unless the VENDOR qualifies the offer by specific limitation.
2. The ELCAC reserves the right to purchase more or less of each item or service at the unit price offered in the VENDOR'S response unless otherwise stated.
3. The ELCAC reserves the right to attach hardware of other VENDORS to the system, unless specifically limited by the VENDOR in the proposal.
4. The ELCAC reserves the right to negotiate with VENDORS regarding variations to the original proposal(s), to include cost, which may be in the best interest of the ELCAC.
5. The ELCAC reserves the right to accept or reject any or all proposals in whole or in part.

Confidentiality

The Florida State statutes regarding the public's right to know applies to the proposals, except for personally identifiable information (i.e., social security number, date of birth, etc.).

Rights to Submitted Material

All proposal, response inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits and other documentation submitted by VENDORS shall become the property of the ELCAC when received.



Application to the Early Learning Coalition of Alachua County for IT Managed Services

1. PROJECT DESCRIPTION:

The Early Learning Coalition of Alachua County is seeking proposals for Information Technology Managed Services.

2. NAME OF FIRM: _____ TYPE OF ORGANIZATION: _____
 (or Joint Venture) (Proprietorship, Partnership, Corporation, etc.)

ADDRESS: _____ YEAR ESTABLISHED: _____

LOCATION OF PRINCIPAL OFFICE IF OUT OF STATE: _____

3. NAME AND TITLE OF PRINCIPAL TO CONTACT: _____ PHONE NUMBER: () _____

4. GENERAL INFORMATION:

Size of Support Staff: _____

Support Available (Define Hours): _____

Number of Non-profit Entities: _____

Number of Other Clients: _____

5. KEY PERSONS SPECIALISTS AND INDIVIDUALS IN YOUR FIRM TO BE ASSIGNED TO THIS PROJECT

*Indicate Project Manager with an asterisk. Include a one-page resume of each member of your staff to be assigned to this project as required by the RFP.

NAME:	TITLE:	DISCIPLINE/PROJECT ROLE:

**Application to the Early Learning Coalition of Alachua County for IT Managed Services,
Part 2**

NAME:	TITLE:	DISCIPLINE/PROJECT ROLE:

6. ADDITIONAL INFORMATION OR DESCRIPTION OF RESOURCES SUPPORTING YOUR FIRM'S QUALIFICATIONS FOR THIS PROJECT: (If joint venture, indicate previous experience with this joint venture.)

Name of Person Authorized to sign proposals

Title of Person Authorized to sign proposals

Signature of Above Person



**Early Learning Coalition of Alachua County
Operations Coordinator
4424 NW 13th Street, A5
Gainesville, FL 32609
PH 352-375-4110 ext. 156 Fax 352-375-4028**

Insurance Requirements

The vendor will be required to add ELCAC as Certificate Holder. A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts:

Comprehensive General Liability Combined single limit	\$ 1,000,000.00
Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the services	\$ 1,000,000.00
Workmen's Compensation & Employers Legal Liability	\$ 500,000 per accident

The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all of his employees that are engaging in any work at the site of the project whether direct employees or subcontracting associates.



Background Screening:

The Vendor will be designated as a “Qualified Entity” and will be required to comply with s. 943.0542, F.S. Regulations Background Screening. “Qualified entity,” as defined in s. 943.0542, F.S., means a business or organization, whether public, private, operated for profit, operated not-for-profit or voluntary, that provides care or care placement services, including a business or organization that licenses or certifies others to provide care or care placement services.

The ELCAC is a qualified entity and therefore shall register with the Florida Department of Law Enforcement (FDLE). The entity shall have all employees assigned to work on this agreement screened in a manner consistent with s. 943.0542, F.S.

1. The ELCAC shall have written policies that include the requirements detailed in this section.
2. The ELCAC shall require any subrecipient, contractor, or subcontractor it retains that also meets the definition of qualified entity to likewise register and have all of the employees it assigns to work under the terms of this agreement screened in a manner consistent with s. 943.0542, F.S. The ELCAC shall ensure that background screening of subcontractors is complete prior to providing services under the contract.
3. The ELCAC shall obtain the following documentation for new employees prior to their first day of employment. For monitoring and audit purposes, the ELC shall maintain on file verification for all ELCAC personnel and any subrecipient or contractor’s personnel, if applicable and unless excluded as described below, assigned to work on this agreement:
 - 1.1 Documentation the individual complies with the background screening standards set forth in s. 435.04, F.S.
 - 1.2. The highest level of education claimed, if the position requires.
 - 1.3. All applicable professional licenses claimed, if the position requires.
 - 1.4. Applicable employment history, if the position requires.
 - 1.5. To be in compliance, employee background screenings must be from no earlier than five years before this agreement’s effective date.
 - 1.6. The ELCAC shall update the background screening every five years on or before the anniversary date of the prior background screening check and thereafter if the individual continues performing under this agreement.
 - 1.7. The ELCAC shall repeat the background screening if there is a 90-day lapse in employment from working on this agreement. The ELC shall rescreen the person before assigning the person to this agreement.
 - 1.8. The ELCAC shall arrange for and pay all the costs for employee background screenings.
 - 1.9. The ELCAC shall require each employee it assigns to this agreement to notify the ELCAC within 10 calendar days of being arrested for any criminal offense.

- 1.10.** The ELCAC shall review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on this agreement.
 - 1.11.** The ELCAC shall not allow the employee to return to work on this agreement until cleared of all charges.
 - 1.12.** ELCAC board members and volunteers who interact with children on an intermittent basis for less than 10 hours per month are not required to be background screened as long as a person who meets the background screening requirements of the agreement has the board member or volunteer in his or her line of sight during any interaction with children. Background screening costs for board members and volunteers are allowable ELC expenditures.
 - 1.13.** The ELCAC shall require its subrecipient or contractor to:
 - 1.13.1.** Notify the ELCAC within 10 calendar days of an employee being arrested or removed from working on the contract for any criminal offense.
 - 1.13.2.** Review the alleged offense, determine if the offense is one that would exclude the employee under a level 2 screening and, if so, remove the employee from work on the contract.
 - 1.13.3.** Not permit the employee to return to work on the contract until cleared of all charges.
4. Any subrecipient, contractor or subcontractor who does not meet the definition of “Qualified Entity” but who has staff that will perform duties under contract with the ELCAC and are permitted access to a child care location while children are present, or will have access to confidential information about the children in care or their family shall comply with all of the above.
 5. Any contractor or subcontractor who does not meet the definition of “Qualified Entity” and who has staff that will perform duties under this agreement but will have absolutely no interaction with nor be present around a child in care nor will they have access to any confidential information about either a child in care or that child’s family is not required to submit its employees to a background screening.



Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

(Typed or Printed name of Person Signing Proposal)

Signature

Name of Business

Reference Form

Vendor's Name: _____

Name and Address:			
Contact Person			
Position Title			
Telephone No.		Population	
Information:			

Reference Form

Vendor's Name: _____

Name and Address:			
Contact Person			
Position Title			
Telephone No.		Population	
Information:			

Reference Form

Vendor's Name: _____

Name and Address:			
Contact Person			
Position Title			
Telephone No.		Population	
Information:			

Cost Proposal for Information Technology Managed Services Proposal

The below signature shall certify and agree to the following:

1. That *any and all of the costs* associated with the provision of the VENDOR'S services and products are included in the attached cost proposal provided by the VENDOR.
2. That the VENDOR understands that the ELCAC will not be able to reimburse expenses nor pay invoices for work conducted prior to contracting.
3. That by filing a proposal the VENDOR is aware of and will be subject to all requirements of this RFP and the proposal filed by the VENDOR.
4. That any and all fees, licenses, leases, subcontracts with other vendors, and any and all agreements, are addressed through the cost proposal.
5. That the cost proposal shall be sufficiently itemized by rational cost sectors as proposed by the VENDOR in a form and manner that allows the reviewer a clear understanding of the division of costs between services, fees, and products.
6. That the cost proposal is organized in a manner that provides monthly itemized costs for the complete due diligence and operations

Business Name _____

Business Address _____

Business Phone _____ Fax _____

Business Type: _____
Individual, Partnership, Corporation etc.

Name of Person Authorized to sign proposals

Title of Person Authorized to sign proposals

Signature of Above Person

Certified Minority Business Enterprises (CMBE) reporting – *applies to all purchases*

The ELC is dedicated to supporting, tracking and increasing its small minority business enterprise spending as s. 287.0943, F.S. requires. The Contractor shall report spending with these subcontractors with each invoice submitted for payment, with a copy to the ELC Contract Manager: lgoettsche@elcalachua.org

Clean Air and Federal Water Pollution Control Act – *applies to purchases over \$150,000*

Pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended and the Federal Water Pollution Control Act. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Conduct of business – federal/state laws govern – *applies to all purchases*

The laws of the State of Florida shall govern the PO/contract. Each party shall perform its obligations herein in accordance with the terms and conditions of the PO/contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the PO/contract. Further, the Contractor hereby waives any and all privileges and rights relating to the venue it may have under any other statute, rule or case law, including, but not limited to those based on convenience. The Contractor hereby submits to the venue in the county chosen by the ELC.

If there is any conflict in the provisions set forth in applicable federal and state laws, the conflict will be resolved in the following priority (highest to lowest).

1. Federal law and regulations
2. Florida laws and rules
3. PO/Contract Scope of Work

Confidentiality and safeguarding information – *applies to all purchases*

Contractor shall ensure public records that are exempt or confidential/exempt from public records disclosure requirements are not disclosed except as authorized by federal and state laws, including but not limited to sections 1002.72 and 1002.97, F.S. Contractor shall be provided additional specific instructions by the ELC if applicable.

Conflict of interest/related party activities – *applies to all purchases*

Section 1002.84(20), F.S. prohibits ELC (or an ELC's Contractors) from entering into contracts with employees, governing board members, or relatives of either group without prior approval from the Office of Early Learning and a valid vote of approval by two-thirds of the ELC's governing board (or the governing board of an ELC's subrecipient). Impacted employees/board members must disclose this conflict of interest in advance of the board's vote and impacted governing board members must abstain from the voting process.

Contract Manager – *applies to purchases of \$100,000 or more*

A contract manager may be required for POs/contracts that receive \$100,000 or more from the ELC. Contact information is provided by the ELC if applicable.

Contract Work Hours and Safety Standards Act – *applies to purchases of \$100,000 or more*

If the PO/contract relies on federal funds, the Contractor must comply with federal labor laws including the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). These requirements apply to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities. The Contractor and any subcontractors shall compute wages on a 40-hour week schedule and pay employees for extra hours worked. None shall be forced to work in unsanitary, hazardous or dangerous conditions or surroundings.

Convicted/discriminatory vendors – *applies to all purchases*

Neither it, nor any person or affiliate of the vendor has been convicted of a public entity crime as defined in Section 287.33, F.S. and has not been placed on the convicted or discriminatory vendor list at the federal or state levels.

Cooperation with Inspector General – *applies to all purchases*

Pursuant to s. 20.055(5), F.S., the Contractor and any subcontractor(s) used to provide the scoped goods/services understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the PO/contract. The Contractor shall retain such records for five (5) years after the expiration date of the PO/contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer.

The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the ELC which result in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees.

Copeland Anti-Kickback Act – *applies to purchases of \$2,000 or more*

If the PO/contract relies on federal funds, the Contractor must comply with federal labor laws including the Copeland Anti-Kickback Act (18 U.S.C. 874 and 40 U.S.C. 276c). These requirements apply to agreements that include salaries for laborers and for all contracts for repairs, improvements or other construction activities. The Contractor and any subcontractors is prohibited from inducing, by any means, any person employed in the construction, completion or repair of work, to give up any part of the compensation to which he/she is otherwise entitled. The Contractor shall report all suspected or reported violations to the ELC.

Davis Bacon Act, as amended – *applies to purchases of \$2,000 or more*

If the PO/contract relies on federal funds, the Contractor must comply with federal labor laws including the Davis-Bacon Act (40 U.S.C. 276a, et. seq.), as supplemented by USDOL regulations (29 CFR Part 5).

- Under this Act, contractors must to pay wages to laborers and mechanics at a rate not less than the locally prevailing minimum wages and fringe benefits for similar work projects in the area.
- Contractors are required to pay wages not less than once a week.
- Contractors are required to post/display the applicable wage determination(s) at the site of work in a location in clear view of everyone.
- USDOL determines and sets the prevailing wage rates.
- The Contractor shall report all suspected or reporting violations to USDOL.

Debarment and suspension – *applies to all purchases*

If the PO/contract relies on federal funds, in accordance with Federal Executive Order 12549 and 2 CFR Part 376 regarding Debarment and Suspension, the Contractor shall agree and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor also agrees it shall not knowingly enter into any lower tier contract or other covered transaction with a person who is similarly debarred or suspended from participating in the PO's scoped transaction(s).

Drug Free Workplace – *applies to purchases of services of more than \$100,000*

If the PO/contract relies on federal funds, pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the Contractor will provide a drug-free workplace compliant with 41 USC 81. This requirement applies to the purchase of services performed in part or entirely in the United States. This requirement will not apply to purchases of commercial goods.

Additional online instructions to determine coverage for a specific contract or grant are available by contacting USDOL. [USDOL drug-free workplace advisor](#)

Equal Employment – *applies to purchases of more than \$10,000*

This contractor (and subcontractor(s)) shall abide by the requirements of implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. See [USDOL OFCCP](#) for more details. These federal regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

E-Verify – *applies to purchases of more than \$3,000 for services*

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security’s E-Verify system, <https://www.uscis.gov/e-verify>, to verify the employment eligibility of all new employees hired during the term of the PO/contract for the services specified. The Contractor shall also include a requirement in subcontracts that the subcontractor(s) shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the PO/contract term.

Filing and payment of taxes – *applies to all purchases*

None of the federal/state grant funds made available to the ELC may be used to enter into a PO/contract or any other agreement with any corporation that has any unpaid Federal tax liability. Acceptance of these PO/contract terms indicates the Contractor is aware of and currently complies with requirements for full and timely payment of any federal taxes.

Florida Abuse Hotline reporting – *applies to all purchases*

Any employee of the Contractor shall comply with s. 39.201, F.S., and immediately report any knowledge or suspicion that a child is abused, abandoned, or neglected by any person responsible for that child’s welfare. Contact the Florida Abuse Hotline (1-800-96ABUSE).

Funding availability/annual appropriation – *applies to all purchases*

The ELC’s performance and obligation to pay under the PO/contract is contingent upon an annual appropriation by the Legislature. In the event funds become unavailable, are withdrawn or redirected by federal/state program funders, the ELC may terminate the PO upon no less than twenty-four (24) hours written notice to the Contractor. In the event the PO is terminated for lack of funding, the ELC shall pay the Contractor for documented and verifiable costs reasonably incurred to the extent such funds are appropriated and available for the PO’s scoped transaction(s). The ELC shall be the final authority as to the availability of appropriated funds.

Financial consequences – *applies to all purchases*

Section 215.971(1)(c), F.S. requires inclusion of financial consequences in the event of a Contractor’s failure to perform the scoped transaction(s). If the Contractor fails to meet and comply with the deliverables established in the PO/contract, the ELC will prorate any payments pending and/or request a refund of payment in a proportionate amount equal to the goods/services not received.

Independent Contractor – *applies to all purchases*

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the ELC. The ELC is not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the PO/contract.

No lobbying – *applies to all purchases*

In accordance with sections 11.062 and 216.347, F.S., no funds from the PO/contract may be used for lobbying the state Legislature, the judicial branch or any state Agency. Acceptance of these PO/contract terms indicates the Contractor is aware of and currently complies with the described lobbying activity restrictions. The Contractor shall require all subcontracts include this certification language, which is a material representation of fact upon

which the parties placed reliance when they made or entered into this transaction.

Payment audit (records of costs will be available upon request) – *applies to all purchases*

Records of costs incurred under terms of the PO/contract shall be maintained and made available to the ELC upon request at all times during the period of the PO/contract, and for a period of five years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the ELC for audit.

Payment and fees – *applies to all purchases*

The ELC shall not be obligated to pay for costs incurred related to the PO/contract prior to its effective date or after the ending date specified.

Payment made after written "agency" acceptance – *applies to all purchases*

The Contractor will be paid upon submission of properly certified invoice(s) to the ELC after delivery and acceptance of commodities or contractual services is confirmed in writing by the ELC. Invoices shall contain sufficient detail for audit thereof and shall contain the PO/contract and the Contractor's Federal Employer Identification Number or Social Security Number.

Payment timeframe - timely payments – *applies to all purchases*

Section 215.422, F.S., provides that entities have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems obtaining timely payments from an entity may be contacted at 850-413-5516, or vendors may call the State Comptroller's Hotline at 1-800-848-3792.

Procurement of recovered materials – *applies for purchases of \$10,000 or more*

The Contractor shall use to the maximum extent possible products designated as Biobased products (green, recycled, renewable). Information about this requirement and these products is available at <http://www.biopreferred.gov>. The Contractor shall report to <http://www.sam.gov>, with a copy to the ELC Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30. This report should be submitted not later than (i) October 31 of each year during PO/contract performance.

Public records – *applies to all purchases*

If the vendor meets the definition of "Contractor" in Section 119.0701(1)(a), F.S., the Contractor shall comply with state public records requirements. All Contractor records for the scoped transaction(s) are available for public inspection unless expressly exempt from Sec 24(a) of the State Constitution and s. 119.07(1), F.S. The Contractor shall keep and maintain records ordinarily and necessarily required by the ELC to perform the scoped transaction(s) of the PO/ contract. Records subject to these rules include files that support all receipts and expenditure of contract funds. These files may include, but are not limited to, procurement responses/applications, contracts, agreements, financial reports, and supporting documentation for scoped services. Project/contract completion has not occurred until all reporting requirements are satisfied and final payments have been received.

The length of retention for these records in Florida is five years after the completion of the project, provided applicable audits have been released/closed. In no case will such records be disposed of before the five fiscal years minimum. Any of the records will be made available to the Office or its designees upon its request.

The PO/contract may be unilaterally canceled by the ELC for refusal by the Contractor to allow public access to records related to the PO/contract and/or for failure to keep and maintain records as described herein.

Public access/public records requests – *applies to all purchases*

All records for this transaction are available for inspection. Public access is allowed for all document, papers, letter, or other materials related to this transaction, unless exempt from Sec 24(a) of Article 1 of the State Constitution and Subsec. 119.07(1) FS.

If a public records request is received, the Contractor must provide notice to the ELC within one (1) business day pursuant to Chapter 119, F.S. The Contractor shall email to the address shown a copy of all documents provided to the public records requestor by the end of the day such records are sent to the requestor.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE PO/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

ELC of Alachua County, Inc.
Public Information Office
4424 NW 13 Street, A-5
Gainesville, FL 32609
352/375-4110 ext 137
kwilliams@elcalachua.org

Purchase of American-Made Equipment and Products – *triggered by spending threshold*

The Contractor shall to the greatest extent practicable purchase all American made equipment and products with funds made available by the PO/contract. (P.L. 103-333, the USDOL, USDHHS, USDOE and Related Agencies Appropriations Act of 1995, section 507).

Rights to Inventions– *triggered by spending threshold*

Pursuant to s. 286.021, F.S., if a discovery or invention arises or is developed in connection with the use of federal/state funds, the ELC will refer it to OEL and the Department of State to determine whether patent protection will be sought in the name of the state of Florida. Any and all patent rights accruing in connection with the performance of the PO/contract are hereby reserved to the state of Florida. The Contractor shall refer any such discovery to the ELC. In addition, the Contractor is subject to applicable federal regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements.” See [Rights to Inventions](#) for complete details.

Termination for Cause (breach of terms) – *applies for purchases over \$10,000*

In the event of termination of the PO/Contract by the ELC for cause or breach of listed terms and conditions, the Contractor shall be liable for the ELC’s expenses for additional managerial and administrative services required to complete or obtain the services or items from another contractor. Additional details are described in Section 23 of PUR 1000 [DMS PUR 1000 link](#).

Termination for Convenience – *applies for purchases over \$10,000*

The ELC, by written notice to the Contractor, may terminate the contract in whole or in part when the ELC determines in its sole discretion that it is in the state's best interest to do so. The Contractor shall not furnish any services after it receives notice of the termination, except as necessary to complete the continued portion, if any, of the PO/contract. The Contractor shall not be entitled to recover any cancellation charges or lost profit.

After receipt of a notice of termination, and except as otherwise specified by the ELC, the Contractor shall:

- Stop work under the PO/contract on the date of and to the extent specified in the notice.
- Complete performance of the work not terminated by the ELC.
- Take such action as may be necessary, or as the ELC may specify, to protect and preserve any property related to the PO/contract which is in the possession of the Contractor and in which the ELC has or may acquire an interest.
- Transfer, assign, and make available to the ELC all property and materials belonging to the ELC, upon the effective date of termination of the PO/contract. No extra compensation will be paid to the Contractor for its services in connection with such transfer or assignment.
- Meet all the public records law requirements specified under the Public Records sections of these terms and conditions.

Waiver– *applies to all purchases*

The delay or failure by the ELC to exercise or enforce any of its rights under the PO/contract shall not constitute waiver of such rights.

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									
				-			-		
or									
Employer identification number									
				-					

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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