

# City of Florida Procurement Hub



## Office of Procurement Services

### INVITATION FOR BIDS

**IFB 2025-001-FPH**

### JANITORIAL SERVICES

<b>Issued / Published:</b>	<b>May 30, 2025 (3pm ET)</b>
<b>Pre-Bid Conference / Site Visit (Optional):</b>	<b>June 10, 2025 (9am ET)</b>
<b>Deadline for Questions &amp; Clarifications:</b>	<b>June 20, 2025</b>
<b>Bid Submission Deadline:</b>	<b>June 30, 2025 (2pm ET)</b>
<b>Bid Opening:</b>	<b>June 30, 2025 (4pm ET)</b>
<b>Anticipated Award Notification Date:</b>	<b>July 1, 2025</b>

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## SECTION 1: INVITATION AND INSTRUCTIONS TO BIDDERS

### 1.1 Introduction and Purpose

The **City of Florida Procurement Hub** (hereinafter referred to as the "**City**") invites sealed bids from qualified and experienced firms to provide comprehensive janitorial services for designated municipal facilities, as described in Section 3, Scope of Work / Technical Specifications. The purpose of this Invitation for Bids (IFB) is to solicit competitive bids and to award a contract to the lowest responsive and responsible bidder whose bid meets the requirements and specifications outlined herein.

### 1.2 Solicitation Schedule (Summary of Key Dates)

Event	Date	Time (ET)	Location
IFB Issued / Published	05/30/2025	3pm	Via City's Procurement Portal
Pre-Bid Conference / Site Visit (Optional)	06/10/2025	9am	1234 Strategic Sourcing Street Florida Procurement Hub, FL 33333
Deadline for Questions and Clarifications	06/20/2025	N/A	Via City's Procurement Portal
Bid Submission Deadline	06/30/2025	2pm	Via City's Procurement Portal
Bid Opening	06/30/2025	4pm	Via City's Procurement Portal
Anticipated Award Notification Date	07/01/2025	N/A	Via City's Procurement Portal

### 1.3 City's Procurement Portal

All official communication, including the IFB document, questions and answers, and addenda, will be posted online on the City's Procurement Portal (<https://floridaprocurementhub.com/>). Bidders are required to register on this portal to access solicitation documents, submit bids electronically, and receive notifications. It is the bidder's sole responsibility to ensure timely registration and to regularly check the portal for any updates. Technical support for the portal is available through contact information at <https://floridaprocurementhub.com/> and by phone (111-111-1111).

### 1.4 Procurement Contact Information

For procedural inquiries regarding this IFB, please contact:



**Contact Person:** John Doe, Chief Procurement Officer  
**Address:** 1234 Strategic Sourcing Street  
Florida Procurement Hub, FL 33333  
**Email:** [JDoe@FloridaProcurementHub.com](mailto:JDoe@FloridaProcurementHub.com)  
**Phone:** 111-111-1111

### 1.5 Questions and Clarifications Process

Bidders are encouraged to carefully review all documents within this IFB. Any questions or requests for clarification regarding the technical specifications, scope of work, or any other aspect of this solicitation must be submitted in writing through the City's procurement portal (Section 1.3), no later than the date and time specified in the Solicitation Schedule (Section 1.2). Questions submitted through any other means will not be considered.

The City will compile all timely submitted questions and provide written responses in the form of an addendum, which will be posted on the City's Procurement Portal. Bidders are responsible for reviewing all addenda prior to submitting their bids.

### 1.6 Addenda

Any changes, clarifications, or interpretations to this IFB will be issued in the form of written addenda posted on the City's Procurement Portal (Section 1.3). All addenda shall become part of the solicitation documents, and bidders are responsible for acknowledging receipt of all addenda in their bid submittal (See Forms 1 and 2). Failure to acknowledge all addenda may result in the rejection of the bid. Bidders are solely responsible for monitoring the City's Procurement Portal for any updates, addenda, or changes to this solicitation.

### 1.7 Pre-Bid Conference / Site Visit

An optional (non-mandatory) pre-bid conference and site visit will be held on the date, time, and location specified in the Solicitation Schedule (Section 1.2). The purpose of this conference is to allow prospective bidders the opportunity to tour the facilities and to ask questions regarding the scope of work. Attendance is optional (non-mandatory).

Representatives of the City will be present to provide information and answer questions. Minutes of the pre-bid conference, if any, will be posted as an addendum on the City's Procurement Portal.

### 1.8 Bid Submission Requirements

To be considered responsive, bids must be submitted electronically through the City's Procurement Portal (Section 1.3), no later than the Bid Submission Deadline specified in the Solicitation Schedule (Section 1.2). Late bids will not be accepted.

Bidders must submit all required completed forms and documentation as outlined in Section 5, Bid Submittal Forms. All bid documents must be submitted in a Portable Document Format (PDF) or other format as specified within the City's Procurement Portal. Ensure all submitted documents are clear, legible, and properly labeled.

### **1.9 Bid Withdrawal or Modification**

Bidders may withdraw or modify their bids electronically through the City's Procurement Portal at any time prior to the Bid Submission Deadline. Once the deadline has passed, bids cannot be withdrawn or modified. To withdraw a bid, the bidder must follow the instructions provided on the City's Procurement Portal. To submit a modified bid, the bidder must withdraw the original bid and submit a new bid before the deadline.

### **1.10 Bid Opening**

Bids will be opened in public virtually via the City's Procurement Portal on the date and time specified in the Solicitation Schedule (Section 1.2). The names of the bidders and their total bid prices will be announced. No decision on the award will be made at the bid opening. The bids will be reviewed and evaluated in accordance with the criteria outlined in Section 2.

### **1.11 Bidder's Responsibilities and Costs**

All costs incurred in the preparation and submission of a bid shall be the sole responsibility of the bidder. The City shall not be liable for any such costs, regardless of whether a contract is awarded. By submitting a bid, the bidder acknowledges that they have read, understood, and agree to all the terms, conditions, and specifications outlined in this IFB and its attachments.

### **1.12 Cone of Silence / Communication Restrictions**

Pursuant to the City's Code of Ordinances, the issuance of this IFB, and the recommendation for an award, except as specifically provided herein, prospective bidders, their agents, lobbyists, employees, or representatives shall not communicate directly or indirectly regarding this solicitation with any member of the City Commission, any member of the Evaluation Committee (if applicable), City's staff, or any other person involved in the decision-making process.

Permitted communications include:

- Written inquiries submitted through the City's Procurement Portal as outlined in Section 1.5.
- Participation in the pre-bid conference.
- Formal presentations or interviews conducted as part of the evaluation process (if applicable).

Any unauthorized communication may result in the disqualification of the bidder's bid.

### **1.13 Public Records and Confidentiality**

All bids submitted in response to this IFB become public records and are subject to disclosure in accordance with Chapter 119, Florida Statutes. The City will maintain the confidentiality of bid documents until the conclusion of the solicitation process and the issuance of a notice of intent to award.

Bidders claiming that any portion of their bid is confidential, proprietary, or a trade secret must clearly identify such information and provide a legal justification for its exemption from public records disclosure. Failure to clearly identify and justify the confidential nature of the information may result in its disclosure.

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## **SECTION 2: BID EVALUATION AND AWARD**

### **2.1 Basis of Award**

The award of a contract, if any, will be made to the lowest responsive and responsible bidder whose bid conforms to all the requirements and specifications of this IFB.

### **2.2 Evaluation Criteria**

The award will be made solely to the lowest responsive and responsible bidder meeting all specifications.

### **2.3 Responsive and Responsible Bidder Determination**

A responsive bidder is one who has submitted a bid that conforms in all material respects to the requirements and specifications of this IFB.

A responsible bidder is one who has the financial resources, personnel, experience, integrity, and ability to perform the services in a satisfactory manner.

The City reserves the right to investigate the qualifications of any bidder and to require submission of additional information deemed necessary to make this determination. This may include, but is not limited to, financial statements, past performance records, and interviews.

### **2.4 Minimum Qualifications**

To be considered a responsible bidder, the bidder must meet the following minimum qualifications:

- Have a minimum of five (5) years of verifiable experience in providing janitorial services for facilities of similar size and complexity.
- Possess all necessary business licenses and permits required to perform janitorial services in the State of Florida and the City of Florida Procurement Hub.
- Provide evidence of adequate insurance coverage as specified in Section 4.3.
- Have a satisfactory record of past performance and provide positive references as requested in Form 4.

Failure to meet these minimum qualifications may result in the rejection of the bidder's bid.

## **2.5 Pricing Requirements (FOB Destination, etc.)**

All bid prices shall be submitted on Form 3, Bid Price Form. Prices shall be firm, fixed, and all-inclusive of all costs, including but not limited to labor, materials, equipment, supplies, transportation, insurance, taxes (excluding sales tax, which will be added if applicable), and any other expenses necessary to perform the services. All prices shall be quoted as FOB Destination to the specified municipal facilities.

## **2.6 Price Validity Period**

All bid prices submitted shall remain firm and valid for a period of not less than ninety (90) calendar days from the Bid Submission Deadline. The City reserves the right to negotiate an extension of the price validity period with the successful bidder.

## **2.7 Award Notification**

The City will issue a Notice of Intent to Award to the apparent successful bidder via posting on the City's Procurement Portal. This notification is not a contract, and the actual contract will be executed upon completion of all necessary formalities.

## **2.8 Protest Procedure**

Any bidder who is adversely affected by the City's decision or intended decision to award a contract shall file a written notice of protest within five (5) business days after the posting of the Notice of Intent to Award. The protest shall comply with the requirements of the Procurement Ordinance and Chapter 120, Florida Statutes. Failure to file a timely and legally sufficient protest shall constitute a waiver of any right to protest.

## **2.9 Tie Breaker Procedure**

In the event of a tie in the lowest responsive bids from responsible bidders, the City will utilize the following tie-breaker procedures in this order of precedence: (1) local vendor preference, (2) certification of a drug-free workplace, (3) coin toss, or (4) a final determination by the City Manager or Chief Procurement Officer.

## 2.10 Local Vendor Preference Program

Pursuant to the City's Local Vendor Preference Program, preference may be given to local businesses that meet the criteria outlined in the City's Procurement Ordinance and Procurement Manual. Bidders claiming local preference must submit the required documentation as specified in the City's Procurement Ordinance and Procurement Manual along with their bid.

## 2.11 Rejection of Bids

The City reserves the right to reject any and all bids, in whole or in part, with or without cause, and to waive any minor irregularities or technicalities in the bids received, if it is determined to be in the best interest of the City. The City shall not be liable for any costs incurred by bidders in the preparation and submission of their bids.

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## SECTION 3: SCOPE OF WORK / TECHNICAL SPECIFICATIONS

### 3.1 Project Overview / Description

The City of Florida Procurement Hub is seeking a qualified contractor (also referred to as "bidder", "vendor", or "supplier") to provide comprehensive janitorial services for the following municipal facilities:

**Facility #1:** City of Florida Procurement Hub – City Hall (50,000 square feet)

**Address:** 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333

**Facility #2:** City of Florida Procurement Hub – Public Works Building (25,000 square feet)

**Address:** 567 Presidents Circle Street, Florida Procurement Hub, FL 33333

The Contractor shall provide all labor, materials, equipment, and supplies necessary to maintain the facilities in clean, sanitary, and orderly condition, consistent with industry best practices and the specific requirements outlined in this section. The goal is to ensure a safe, healthy, and pleasant environment for employees and visitors.

### 3.2 Detailed Scope of Work / Services Required

The janitorial services to be provided shall include, but not be limited to, the following on a Daily/Weekly/Monthly basis, as specified:

- General Cleaning:
  - Dusting all horizontal and vertical surfaces, including desks, tables, chairs, shelves, and fixtures (weekly).
  - Damp wiping and disinfecting all frequently touched surfaces, such as doorknobs, light switches, handrails, and countertops (weekly).
  - Emptying and cleaning all waste receptacles and replacing liners (daily).
  - Vacuuming or sweeping and mopping all floors, including carpets, tiles, and hard surfaces (weekly).
  - Cleaning and polishing entrance areas and lobbies (weekly).
  - Cleaning interior glass and mirrors (weekly).
  - Spot cleaning walls and doors to remove smudges and marks (weekly).
- Restroom Cleaning and Sanitization:
  - Cleaning and disinfecting toilets, urinals, sinks, and countertops (daily).
  - Refilling soap dispensers, paper towel dispensers, and toilet paper dispensers (daily).
  - Cleaning and polishing restroom fixtures and mirrors (daily).
  - Mopping and disinfecting restroom floors (daily).
  - Emptying and cleaning sanitary napkin receptacles (daily).
- Kitchen/Break Room Cleaning:
  - Cleaning and disinfecting countertops, sinks, and microwaves (daily).
  - Wiping down tables and chairs (daily).
  - Emptying trash and recycling receptacles (daily).
  - Cleaning and mopping floors (weekly).
- Floor Care:
  - Vacuuming carpets and rugs in designated areas (monthly).
  - Spot cleaning carpets and upholstery as needed (monthly).
  - Sweeping and mopping hard floors (weekly).
- Trash and Recycling Removal:
  - Collecting and removing trash and recyclable materials from all designated areas to designated disposal locations (daily).
  - Ensuring proper disposal of waste and recyclables in accordance with local regulations (daily).
- Window Cleaning:
  - Cleaning of interior and exterior windows (monthly).
- Supply Management:

- Providing and maintaining an adequate inventory of all necessary cleaning supplies and equipment (weekly).
- Ensuring that supplies are stored safely and securely (daily).
- Emergency Cleaning:
  - Responding to and cleaning up spills and other unexpected messes as needed (daily).
- Security:
  - Ensuring that all doors and windows are secured upon completion of cleaning (daily).
  - Reporting any security concerns or suspicious activities to designated City personnel (daily).

### 3.3 Technical Specifications / Performance Requirements

The Contractor shall adhere to the following technical specifications and performance requirements:

- Cleaning Standards: All cleaning shall be performed in a manner consistent with industry best practices and to a standard that meets or exceeds the satisfaction of the City. Regular inspections will be conducted by the City to ensure compliance.
- Cleaning Products: The Contractor shall utilize environmentally friendly and sustainable cleaning products whenever feasible and as approved by the City. All cleaning products must be safe for use in occupied spaces and comply with all applicable federal, state, and local regulations. The City reserves the right to approve or disapprove the use of specific cleaning products.
- Equipment: The Contractor shall provide and maintain all necessary cleaning equipment in good working order. All equipment must be safe to operate and appropriate for the tasks being performed.
- Personnel: All Contractor personnel providing services under this contract shall be properly trained, uniformed, and easily identifiable. The Contractor shall ensure that its personnel are courteous and professional in their interactions with City staff and the public.
- Quality Control: The Contractor shall implement a quality control program to ensure that the services provided meet the required standards. This program shall include regular inspections and corrective actions as necessary. The Contractor shall provide the City with details of their quality control program upon request.
- Reporting: The Contractor shall submit monthly service reports to the City's designated representative detailing the services performed and any issues encountered.

### 3.4 Specific Contractor Qualifications (Experience, Licenses, etc.)

In addition to the minimum qualifications outlined in Section 2.4, the Contractor shall possess the following:

- A valid business license to operate in the State of Florida and the City of Florida Procurement Hub.
- Proof of relevant certifications in janitorial services or related fields (if applicable).



- Demonstrated experience in providing janitorial services for government or municipal entities of similar size and scope.
- The ability to provide sufficient personnel to meet the service requirements of all designated facilities.

Bidders shall provide documentation demonstrating their compliance with these qualifications as part of their bid submittal.

### **3.5 Deliverables and Objectives**

The primary deliverables under this contract are the consistent and satisfactory provision of the janitorial services as described in Section 3.2 for all designated municipal facilities. The key objectives are to:

- Maintain a high level of cleanliness and sanitation in all facilities.
- Provide a safe and healthy environment for employees and visitors.
- Ensure efficient and cost-effective delivery of services.
- Respond promptly and effectively to any specific cleaning needs or requests from the City.

### **3.6 Implementation Schedule / Timeline / Delivery Requirements**

The Contractor shall be prepared to commence services within sixty (60) calendar days of the contract award or on a mutually agreed-upon date. The services shall be provided according to the frequencies in Section 3.2 and schedules outlined in the executed contract to minimize disruption to the City's operations.

### **3.7 Specific Questions for Bidder Response**

Bidders are required to provide written responses to the following questions as part of their bid submittal:

- Describe your company's experience in providing janitorial services for similar types and sizes of facilities, including the names and contact information of previous clients.
- Outline your proposed approach to quality control and how you will ensure that the services meet the City's requirements.
- Provide details of your company's training program for janitorial staff, including safety and product handling procedures.
- Describe your company's ability to respond to emergency cleaning requests outside of regular business hours.

These responses should be clear, concise, and demonstrate the bidder's understanding of the City's needs and their ability to meet them.

### **3.8 Manufacturer/Brand/Model Specifications**

The City does not specify particular manufacturers, brands, or models for cleaning products or equipment. Bidders are responsible for providing high-quality products and equipment that meet the performance requirements outlined in this IFB.

### **3.9 Quantities (Estimated/Guaranteed)**

The square footage and other quantities provided in Section 3.1 are estimates based on the City's current needs. The City does not guarantee any specific volume of work. The actual service requirements may vary based on usage and other factors. The Contractor shall be paid based on the fixed prices submitted in their bid for the services actually performed at each facility.

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## **SECTION 4: CONTRACT TERMS AND CONDITIONS**

### **4.1 Contract Term and Renewal Options**

The initial term of the contract shall be for a period of three (3) years, commencing on October 1, 2025, or upon execution of the contract, whichever is later.

The City shall have the option to renew the contract for up to two (2) additional one (1) year periods upon mutual written agreement of both parties, subject to satisfactory performance by the Contractor and the availability of funds. The terms and conditions during any renewal period shall be the same as the initial term, except for potential cost adjustments as outlined in Section 4.8. The City will provide written notice of its intent to renew at least ninety (90) calendar days prior to the expiration of the current term.

### **4.2 Standard Contract Boilerplate**

The successful bidder will be required to enter into a formal written contract with the City, which will be substantially similar to the Sample Contract Agreement attached hereto as Attachment A. Bidders are strongly encouraged to carefully review the Sample Contract Agreement and understand its terms and conditions prior to submitting their bid. By submitting a bid, the bidder acknowledges that they have reviewed and agree to the general terms and conditions outlined in the Sample Contract Agreement. The City reserves the right to modify the Sample Contract Agreement prior to final execution.

### **4.3 Insurance Requirements**

The Contractor shall procure and maintain, at its sole expense, the following insurance coverage with minimum limits as specified below, from insurance companies authorized to do business in the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-VII:

- **Commercial General Liability:** Including bodily injury, property damage, and contractual liability with a minimum combined single limit of \$1 million per occurrence and \$2 million in the aggregate. The City shall be named as an additional insured on this policy.
- **Workers' Compensation and Employer's Liability:** In accordance with Chapter 440, Florida Statutes, covering all employees engaged in the performance of the contract. Employer's Liability limits shall be at least \$500K per accident, \$500K per employee for disease, and \$500K in the aggregate for disease.
- **Commercial Automobile Liability:** Covering all owned, non-owned, and hired vehicles used in connection with the services, with a minimum combined single limit of \$1 million per accident for bodily injury and property damage.

The Contractor shall provide the City with certificates of insurance evidencing the required coverage prior to the commencement of services and upon renewal of any policy. All certificates shall name the City as an additional insured (except for Workers' Compensation and Professional Liability) and shall provide for at least thirty (30) calendar days' written notice to the City prior to cancellation or material change of the policies.

#### **4.4 Indemnification / Hold Harmless**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or resulting from the Contractor's performance or non-performance of the services under this contract, including but not limited to those caused by the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, subcontractors, or agents. This indemnification shall survive the termination or expiration of the contract.

#### **4.5 Payment Terms and Invoicing**

The Contractor shall submit monthly invoices to the City for services rendered in the preceding month. Invoices shall be itemized and shall clearly indicate the facilities serviced, the dates of service, and the total amount due. All invoices shall be submitted to the City's Finance Department or electronically through the City's Procurement Portal (see Section 4.6).

Payment shall be made by the City within thirty (30) calendar days after receipt of a complete and accurate invoice that is approved by the City's designated representative, subject to the City's normal payment procedures. The City reserves the right to withhold payment for services that are not performed to its satisfaction or that do not comply with the terms and conditions of the contract.

#### **4.6 Procurement Portal / Vendor Registration Requirements**

The successful bidder will be required to register as a vendor in the City's online Procurement Portal, prior to the first payment. This portal will be used for electronic invoicing, payment processing, and other vendor-related communications. Instructions for registration will be provided to the successful bidder upon award.

#### **4.7 Prompt Payment to Subcontractors**

Pursuant to Section 287.0587, Florida Statutes, if the Contractor subcontracts any portion of the work, the Contractor shall pay its subcontractors for satisfactory performance of their contracts no later than seven (7) calendar days after the Contractor's receipt of payment from the City. Failure to comply with this provision may result in penalties as provided by law.

#### **4.8 Cost Adjustments (Procedure for future years)**

For any renewal term, the contract price may be subject to adjustment based on a mutually agreed-upon index, such as the Consumer Price Index (CPI) and/or Producer Price Index (PPI). Any proposed cost adjustment shall be submitted by the Contractor in writing at least ninety (90) calendar days prior to the commencement of the renewal term and shall be subject to negotiation and approval by the City. The maximum annual cost adjustment shall not exceed 5%.

#### **4.9 Warranties**

The Contractor warrants that all services provided under this contract shall be performed in a professional and workmanlike manner consistent with industry standards, and shall be free from defects in workmanship. The Contractor further warrants that all materials and supplies furnished shall be of good quality and suitable for their intended purpose. The Contractor shall promptly correct any deficiencies in the services or materials at its own expense if notified by the City within five (5) business days of discovery or within a mutually agreed upon timeframe.

#### **4.10 Compliance with Laws**

The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of this contract, including but not limited to:

- General laws and regulations governing business operations in the State of Florida and the City of Florida Procurement Hub.
- Equal Employment Opportunity (EEO) laws and regulations, and shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, national origin, age, disability, or other protected status.
- Occupational Safety and Health Administration (OSHA) standards and regulations, and shall provide a safe working environment for its employees.

- Immigration laws, including the requirement to utilize the E-Verify system to verify the employment eligibility of all new employees.
- Section 287.133, Florida Statutes, regarding public entity crimes. By submitting a bid, the bidder certifies that it and its affiliates are not on the convicted vendor list.
- Section 287.135, Florida Statutes, regarding scrutinized companies. By submitting a bid, the bidder certifies that it is not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, Scrutinized Companies that Boycott Israel, or Scrutinized Companies with Business Operations in Cuba or Syria lists, as applicable.

#### **4.11 Conflict of Interest**

The Contractor shall ensure that no conflict of interest exists between its interests and the interests of the City in the performance of this contract. The Contractor shall promptly disclose in writing to the City any potential or actual conflict of interest that may arise during the term of the contract. The City reserves the right to terminate the contract if it determines that a conflict of interest exists that cannot be satisfactorily resolved.

#### **4.12 Non-Collusion**

By submitting a bid, the bidder certifies that its bid is made without prior understanding, agreement, or connection with any other corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

#### **4.13 Debarment / Suspension Certification**

By submitting a bid, the bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency.

#### **4.14 Drug-Free Workplace Certification**

Pursuant to Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. By submitting a bid, the bidder certifies that it has implemented a drug-free workplace program in accordance with Florida law.

#### **4.15 Anti-Lobbying / Gifts Policy**

The Contractor shall comply with the City's Anti-Lobbying and Gifts Policy. The Contractor shall not offer or provide any gifts, gratuities, or anything of value to any City employee or official that could be construed as influencing the award or administration of this contract.

#### 4.16 Governing Law and Venue

This contract shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action arising out of or relating to this contract shall be brought exclusively in the state and federal courts located in the county of service delivery.

#### 4.17 Sovereign Immunity

Nothing in this contract shall be construed as a waiver of the City's sovereign immunity as provided in Section 768.28, Florida Statutes.

#### 4.18 Force Majeure

Neither party shall be held liable for any failure to perform its obligations under this contract due to any cause beyond its reasonable control, including but not limited to acts of God, fire, flood, earthquake, hurricane, war, terrorism, strikes, lockouts, or other labor disputes, provided that the affected party gives prompt written notice to the other party of such event and uses diligent efforts to resume performance.

#### 4.19 Termination (Convenience and Default)

- **Termination for Convenience:** The City may terminate this contract in whole or in part at any time for its convenience, without cause, by providing written notice to the Contractor at least thirty (30) calendar days prior to the effective date of termination. In the event of termination for convenience, the Contractor shall be entitled to receive payment for services satisfactorily performed and expenses reasonably incurred up to the date of termination. The Contractor shall not be entitled to any other compensation or damages for such termination.
- **Termination for Default:** The City may terminate this contract for default if the Contractor fails to perform its obligations under this contract, including but not limited to failure to provide satisfactory services, failure to comply with the terms and conditions of the contract, or becomes insolvent or files for bankruptcy. The City shall provide written notice of default to the Contractor, specifying the nature of the default and providing a period of thirty (30) calendar days (or such longer period as the City may specify) to cure the default. If the Contractor fails to cure the default within the specified period, the City may terminate the contract without further notice and may pursue any remedies available at law or in equity. In the event of termination for default, the Contractor shall be liable for any excess costs incurred by the City in procuring substitute services.

#### 4.20 Audit Rights

The City shall have the right to audit the Contractor's records relating to the performance of this contract, including but not limited to invoices, payroll records, and other financial documentation, for

a period of three (3) years after the expiration or termination of the contract. The Contractor shall make such records available to the City or its authorized representatives upon request during normal business hours.

#### **4.21 Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this contract without the prior written consent of the City. Any subcontract entered into by the Contractor shall be subject to all applicable provisions of this contract, and the Contractor shall remain fully responsible for the performance of its subcontractors.

#### **4.22 No Exclusive Agreement**

This contract is not an exclusive agreement, and the City reserves the right to contract with other parties for similar services if deemed to be in its best interest.

#### **4.23 Rights to Materials / Intellectual Property / Trademarks**

Any materials, documents, reports, or other deliverables created by the Contractor specifically for the City under this contract shall be the sole and exclusive property of the City. The Contractor hereby assigns all rights, title, and interest in such materials to the City. The Contractor warrants that it has the right to grant such assignment and that the materials do not infringe upon the intellectual property rights of any third party. The Contractor shall not use the City's trademarks, logos, or name in any advertising or promotional materials without the City's prior written consent.

#### **4.24 Advertising Restriction**

The Contractor shall not use the award of this contract in any advertising or promotional materials without the prior written consent of the City.

#### **4.25 Budgetary Constraints / Unappropriated Funds**

Notwithstanding any other provision of this contract, the City's obligations under this contract are subject to the availability of appropriated funds. If funds are not appropriated or are otherwise unavailable to support the continuation of this contract in any fiscal year, the City shall have the right to terminate the contract at the end of the current fiscal year without penalty or further obligation. The City shall provide the Contractor with written notice of such termination as soon as reasonably practicable.



## **SECTION 5: BID SUBMITTAL FORMS**

The following forms must be completed, signed, and submitted as part of the bid package. Failure to submit all required forms may result in the rejection of a bidder's bid.

- Form 1: Bid Submittal Checklist
  - Form 2: Bidder Information and Acknowledgement Signature Page
  - Form 3: Bid Price Form
  - Form 4: Vendor Reference Form
  - Form 5: Hold Harmless and Indemnification Agreement Acknowledgement
  - Form 6: Non-Collusion Affidavit
  - Form 7: Sworn Statement on Public Entity Crimes (Pursuant to F.S. 287.133)
  - Form 8: Certification Regarding Debarment, Suspension, Ineligibility
  - Form 9: Drug-Free Workplace Certification
  - Form 10: Certification Regarding Gifts and Lobbying
  - Form 11: Request for Taxpayer Identification Number and Certification (W-9)
- 

## **SECTION 6: ATTACHMENTS AND EXHIBITS**

Attachment A: Sample Contract Agreement



## FORM 1 – BID SUBMITTAL CHECKLIST

**Bidder Name:** \_\_\_\_\_

**IFB No.:** \_\_\_\_\_

Please ensure all required documents listed below are included in your bid submission. Check the box for each included item. Failure to submit required forms may result in bid rejection.

- ☐ **Form 1: Bid Submittal Checklist (This Form)**
- ☐ **Form 2: Bidder Information and Acknowledgement Signature Page**
- ☐ **Form 3: Bid Price Form**
- ☐ **Form 4: Vendor Reference Form**
- ☐ **Form 5: Hold Harmless and Indemnification Agreement Acknowledgement**
- ☐ **Form 6: Non-Collusion Affidavit**
- ☐ **Form 7: Sworn Statement on Public Entity Crimes (Pursuant to F.S. 287.133)**
- ☐ **Form 8: Certification Regarding Debarment, Suspension, Ineligibility**
- ☐ **Form 9: Drug-Free Workplace Certification**
- ☐ **Form 10: Certification Regarding Gifts and Lobbying**
- ☐ **Form 11: Request for Taxpayer Identification Number and Certification (W-9)**
- ☐ **Addenda Acknowledgements (Addendum No(s): \_\_\_\_\_)**
- ☐ **Bid Bond / Security (if required by IFB)**
- ☐ **Proof of Required Insurance (Certificate of Insurance)**
- ☐ **Proof of Required Business Licenses/Certifications (Copies)**
- ☐ **Technical Data / Brochures / Specifications for Proposed Items (if applicable)**
- ☐ **Response to Section 3.7 Questions (if applicable)**
- ☐ **Other:** \_\_\_\_\_



## FORM 2 – BIDDER INFORMATION AND ACKNOWLEDGEMENT SIGNATURE PAGE

**Legal Company Name:** \_\_\_\_\_

**Doing Business As (DBA), if applicable:** \_\_\_\_\_

**Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Type of Organization:** ☐ Corporation / ☐ Partnership / ☐ Sole Proprietorship / ☐ LLC / ☐

**Other:** \_\_\_\_\_

**State of Incorporation/Organization:** \_\_\_\_\_

**Local Vendor?** ☐ Yes ☐ No

**Acknowledgement:** By signing below, the undersigned certifies that they have read, understand, and agree to comply with all terms, conditions, specifications, and requirements of IFB No. \_\_\_\_\_, including all addenda issued. The undersigned is duly authorized to legally bind the company submitting this bid. The undersigned further certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



## FORM 3 – BID PRICE FORM

**Bidder Name:** \_\_\_\_\_

**IFB No.:** \_\_\_\_\_

Please provide the total monthly and annual pricing for janitorial services at each facility listed below, as well as any additional hourly rates for as-needed services. All pricing must be all-inclusive (e.g., labor, supervision, equipment, cleaning supplies, travel, overhead, etc.).

### A. Janitorial Services – Facility Pricing

Facility Name / Location (Section 3.1)	Services / Cleaning Frequency (Section 3.2)	Monthly Cost	Annual Cost
City Hall (50,000 sq ft)	See Section 3.2	\$ _____	\$ _____
Public Works Building (25,000 sq ft)	See Section 3.2	\$ _____	\$ _____
<b>Total Annual Cost (All Facilities):</b>		\$ _____	\$ _____

### B. Additional / On-Call Janitorial Services

Description	Unit Rate	Unit Description
Emergency Cleaning Services	\$ _____	Per Hour (per person)
Event Cleanup (non-routine hours)	\$ _____	Per Hour (per person)
Deep Cleaning (floor stripping, etc.)	\$ _____	Per Hour (per person)
Other: _____	\$ _____	_____

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



## FORM 4 – VENDOR REFERENCE FORM

**Bidder Name:** \_\_\_\_\_

**IFB No.:** \_\_\_\_\_

Bidders must provide a minimum of **three (3)** references for comparable services performed within the past **five (5)** years, preferably for government or public sector entities. Each reference must be for a contract of similar size, scope, and complexity.

**Note:** The City may contact any or all references to verify past performance. Failure to provide accurate or complete reference information may result in disqualification.

Entity Name	Contact Name	Contact Phone	Contact Email	Service Description	Dates of Service	Contract Value
						\$ _____
						\$ _____
						\$ _____

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



## FORM 5 – HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ACKNOWLEDGEMENT

**Bidder Name:** \_\_\_\_\_

**IFB No.:** \_\_\_\_\_

### Indemnification and Hold Harmless Agreement

To the fullest extent permitted by Florida law, the Contractor (hereinafter referred to as the "Indemnitor") shall indemnify, defend, and hold harmless the City of Florida Procurement Hub, its officers, elected officials, employees, agents, and volunteers (collectively, the "Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees and court costs, arising out of or resulting from:

- Any act, error, omission, negligence, or misconduct of the Indemnitor, its employees, agents, subcontractors, or anyone directly or indirectly employed by them, in the performance of services under this Agreement or Contract;
- Bodily injury, sickness, disease, or death of any person; or
- Damage to or destruction of tangible or intangible property, including loss of use, resulting therefrom.

This obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any party or person described in this section. The obligations set forth herein shall survive the expiration or termination of the contract.

Nothing in this Agreement shall be interpreted to waive the sovereign immunity of the Municipality under section 768.28, Florida Statutes.

### Acknowledgement and Signature

By signing below, the undersigned acknowledges and agrees to the terms of this Hold Harmless and Indemnification Agreement.

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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



## FORM 6 – NON-COLLUSION AFFIDAVIT

**IFB No.:** \_\_\_\_\_

**State of Florida, County of:** \_\_\_\_\_

Before me, the undersigned authority, personally appeared the individual named below, who, being first duly sworn, deposes and says:

1. I am the [☐ Owner / ☐ Officer / ☐ Representative] of the Bidder named: \_\_\_\_\_ (Bidder Name)
2. I have the full authority to make this affidavit on behalf of the Bidder.
3. The bid submitted in connection with this IFB is genuine and not collusive or a sham.
4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way:
  - Colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder or person to submit a sham bid or to refrain from bidding;
  - Colluded or conspired to fix or raise bid prices;
  - Secured any advantage against the City or any person interested in the proposed contract; or
  - Disclosed the contents of this bid to any other actual or potential bidder prior to the official bid opening.
5. All statements contained in this affidavit are true and correct, and were made with full knowledge that the City will rely upon the truth of the statements contained herein in awarding a contract.

**Signature of Affiant (Authorized Representative):** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_,  
who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

**Notary Public Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Commission Number:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_





**FORM 7 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES  
(PURSUANT TO F.S. 287.133)**

IFB No.: \_\_\_\_\_

**Public Entity Crimes Statement**

Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017**, Florida Statutes, for **CATEGORY TWO** for a period of 36 months following the date of being placed on the convicted vendor list.

**SWORN STATEMENT**

I understand that a “public entity crime” as defined in Section 287.133, Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, by intentionally engaging in a bid-rigging conspiracy, bid tampering, bribery, theft, fraud, or antitrust violations.



I further understand that “convicted” or “conviction” means a finding of guilt, regardless of whether adjudication was withheld, in any federal or state trial court of record relating to charges brought by indictment or information, after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

**By signing below, I affirm that:**

- ☐ I am not on the convicted vendor list.
- ☐ I have not been convicted of a public entity crime as defined in Section 287.133, Florida Statutes.
- ☐ I acknowledge and understand the provisions of Section 287.133(3)(a), Florida Statutes.

**Bidder Name:** \_\_\_\_\_

**Authorized Representative (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

**Notary Public Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Commission Number:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_



## FORM 8 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY

IFB No.: \_\_\_\_\_

### INSTRUCTIONS FOR CERTIFICATION

- By signing and submitting this certification, the Bidder certifies that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency;
  - Have not within a three-year period preceding this offer been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract;
  - Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the above offenses; and
  - Have not had one or more public contracts terminated for cause or default within the past five years.
- Where the Bidder is unable to certify to any of the above statements, it shall attach an explanation to this form.

### CERTIFICATION

- ☐ I certify that the statements above are true and correct to the best of my knowledge.
- ☐ I am unable to certify to the above statements and have attached an explanation.

**Bidder Name:** \_\_\_\_\_

**Authorized Representative (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_,  
who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

**Notary Public Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Commission Number:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_



## FORM 9 – DRUG-FREE WORKPLACE CERTIFICATION

IFB No.: \_\_\_\_\_

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and service, a bid received from a business that certifies it has implemented a drug-free workplace program shall be given preference in accordance with Section 287.087, Florida Statutes.

### CERTIFICATION

I, the undersigned, in accordance with Florida Statute §287.087, hereby certify that:

1. **Bidder Name:** \_\_\_\_\_

has implemented a Drug-Free Workplace Program by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Informing employees about:
  - The dangers of drug abuse in the workplace;
  - The business's policy of maintaining a drug-free workplace;
  - Any available drug counseling, rehabilitation, and employee assistance programs; and
  - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.



- c. Giving each employee engaged in providing commodities or contractual services that are under bid a copy of the statement specified in Paragraph (a).
- d. Notifying the employee in the statement required by Paragraph (a) that, as a condition of working on the commodities or contractual services that are under bid, the employee will:
- Abide by the terms of the statement; and
  - Notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 287.087(5), Florida Statutes.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Bidder Name:** \_\_\_\_\_

**Authorized Representative (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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



## FORM 10 – CERTIFICATION REGARDING GIFTS AND LOBBYING

IFB No.: \_\_\_\_\_

### CERTIFICATION REGARDING GIFTS

In accordance with Florida Statutes Section 112.313, and applicable local ethics ordinances:

The undersigned hereby certifies that no officer, agent, or employee of the City of Florida Procurement Hub has or will receive any gift, gratuity, compensation, or offer of employment in connection with the submission of this bid or the award of any contract resulting from this solicitation.

Furthermore, the undersigned affirms that no gratuities of any kind were offered or given, either directly or indirectly, to any City of Florida Procurement Hub official, employee, or representative with a view toward securing favorable treatment as a bidder or for securing the contract, nor were any such practices employed in connection with this IFB.

### CERTIFICATION REGARDING LOBBYING

If this procurement involves the use of federal funds in excess of \$100,000, the undersigned further certifies that:

No federally appropriated funds have been paid or will be paid by or on behalf of the Bidder to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, or cooperative agreement.



If any funds other than federal appropriated funds have been paid or will be paid to any such person for influencing or attempting to influence such persons in connection with this procurement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### ACKNOWLEDGMENT

**Bidder Name:** \_\_\_\_\_

**Authorized Representative (print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by  
\_\_\_\_\_ who is ☐ personally known to me or ☐ has produced  
\_\_\_\_\_ as identification.

**Notary Public Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Commission Number:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_



**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>	
<div></div>	<div></div>
<b>or</b>	
<b>Employer identification number</b>	
<div></div>	<div></div>

**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 for Part II, later.

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

**General Instructions**

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

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

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

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

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

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

#### Exempt payee code.

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

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

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

<sup>2</sup> 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) entered 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 territory, 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. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

<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 on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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.)

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 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](mailto: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 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

UNAUTHORIZED USE PROHIBITED

**ATTACHMENT A**  
**SAMPLE CONTRACT AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the

- **City of Florida Procurement Hub**, a Florida municipal corporation, whose principal address is 1234 Strategic Sourcing Street, Florida Procurement Hub, FL 33333 ("City"), and
- **[Contractor Name]**, a [State of Incorporation/Organization] [Type of Entity], authorized to do business in Florida, whose principal address is [Contractor Address] ("Contractor").

**RECITALS**

- **WHEREAS**, the City issued Invitation for Bids No. 2025-001-FPH for Janitorial Services ("IFB") to solicit competitive bids for the services described herein; and
- **WHEREAS**, the Contractor submitted a responsive and responsible bid ("**Bid**") in response to the IFB, representing its capability and willingness to provide the required services; and
- **WHEREAS**, the City evaluated the bids received and determined that the Contractor is the lowest responsive and responsible bidder meeting the IFB requirements; and
- **WHEREAS**, the City desires to engage the Contractor to provide Janitorial Services, and the Contractor desires to provide such services based on the terms and conditions set forth in this Agreement and the incorporated IFB documents; and
- **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

**ARTICLE 1: INCORPORATED DOCUMENTS & ORDER OF PRECEDENCE**



## 1.1 Incorporated Documents:

This Agreement incorporates the following documents by reference as if fully set forth herein:

- IFB No. 2025-001-FPH, including all addenda, forms, attachments, and exhibits (collectively, the **IFB**, attached as Exhibit A).
- The Contractor's Bid submitted in response to the IFB, including any clarifications or negotiated modifications accepted in writing by the City (the **Bid**, attached as Exhibit B).

## 1.2 Order of Precedence:

In the event of any conflict, ambiguity, or inconsistency between the documents comprising this Agreement, the following order of precedence shall govern (from highest to lowest):

1. Executed Amendment(s) or Change Order(s) to this Agreement.
2. This Agreement.
3. IFB No. 2025-001-FPH (Exhibit A).
4. The Contractor's Bid (Exhibit B).

## ARTICLE 2: SCOPE OF SERVICES

### 2.1 Services:

Contractor shall provide comprehensive janitorial services ("Services") as detailed in Section 3 of the IFB, "Scope of Work/Technical Specifications".

### 2.2 Locations:

Services shall be performed at the City facilities specified in Section 3.1 of the IFB.

### 2.3 Performance Standards:

Contractor shall perform all Services diligently, in a professional and workmanlike manner, meeting or exceeding industry best practices and the specific performance requirements, standards, and specifications outlined in Section 3.3 of the IFB.

## **2.4 Materials & Equipment:**

Contractor shall furnish all necessary labor, supervision, materials, equipment, cleaning supplies, and incidentals required to perform the Services satisfactorily. Cleaning products should be environmentally friendly where feasible and approved by the City.

## **ARTICLE 3: TERM AND RENEWAL**

### **3.1 Initial Term:**

The initial term of this Agreement shall commence on October 1, 2025, and continue for three (3) years, ending on September 30, 2028, unless terminated earlier pursuant to Article 10.

### **3.2 Renewal Options:**

The City, at its sole discretion, shall have the option to renew this Agreement for up to two (2) additional one (1) year periods. Renewals are contingent upon satisfactory performance by the Contractor, the availability of appropriated funds, and mutual written agreement between the parties. The City will provide written notice of its intent to renew at least ninety (90) days prior to the expiration of the then-current term. Terms and conditions during any renewal period shall remain the same, except for potential cost adjustments made in accordance with Section 4.8 of the IFB.

## **ARTICLE 4: COMPENSATION AND PAYMENT**

### **4.1 Contract Sum:**

The City agrees to pay the Contractor for the satisfactory performance of Services based on the firm, fixed pricing submitted in the Contractor's Bid Price Form (IFB Form 3), incorporated herein.

### **4.2 Not-to-Exceed Amount:**

Total compensation under this Agreement shall not exceed \$\_\_\_\_\_ per year, subject only to approved cost adjustments during renewal terms as per Section 4.8 of the IFB.

#### **4.3 Invoicing:**

Contractor shall submit correct and itemized invoices monthly in arrears, detailing the services performed, locations serviced, and the corresponding charges based on the agreed-upon pricing. Invoices must be submitted electronically via the City's Procurement Portal or as otherwise directed by the City's Finance Department.

#### **4.4 Payment:**

The City shall pay approved invoices within thirty (30) calendar days of receipt and acceptance, subject to standard City payment procedures. The City reserves the right to withhold payment for incomplete or unsatisfactory Services.

#### **4.5 Funding Availability:**

The City's financial obligations under this Agreement are contingent upon the annual appropriation of sufficient funds by the City Commission. If funds are not appropriated, the City may terminate this Agreement pursuant to Section 4.25 of the IFB.

#### **4.6 Taxes:**

Prices shall be exclusive of Florida Sales Tax. The City will provide its tax-exempt certificate upon request. Contractor is responsible for all other applicable taxes.

### **ARTICLE 5: CONTRACTOR RESPONSIBILITIES & COMPLIANCE**

#### **5.1 General Compliance:**

Contractor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations in the performance of this Agreement, including but not limited to those outlined in Section 4.10 of the IFB.

#### **5.2 Personnel:**

Contractor shall provide properly trained, supervised, uniformed, and identifiable personnel to perform the Services. Personnel shall be courteous and professional. Contractor is responsible for background checks and ensuring compliance with E-Verify requirements.

### **5.3 Licenses & Permits:**

Contractor shall maintain all necessary licenses and permits required to perform the Services throughout the term of the Agreement.

### **5.4 Quality Control:**

Contractor shall implement and maintain an effective quality control program to ensure Services meet or exceed the standards required herein and in the IFB.

### **5.5 Reporting:**

Contractor shall provide monthly service reports and any other reports reasonably requested by the City or required by the IFB.

### **5.6 Certifications:**

Contractor affirms compliance with certifications submitted with its Bid, including but not limited to Non-Collusion, Public Entity Crimes, Debarment/Suspension, Drug-Free Workplace, Scrutinized Companies, and Anti-Lobbying/Gifts.

## **ARTICLE 6: INSURANCE**

### **6.1 Required Coverage:**

Contractor shall procure and maintain, at its sole expense, the insurance coverages and minimum limits specified in Section 4.3 of the IFB throughout the Agreement term. Coverage shall be with insurers acceptable to the City (A.M. Best rating A-VII or higher).

### **6.2 Certificates:**

Contractor shall provide Certificates of Insurance evidencing the required coverage prior to commencing Services and upon policy renewals. Certificates shall name the City as an additional insured where required by the IFB and provide for thirty (30) days' written notice to the City of cancellation or material change.

## **ARTICLE 7: INDEMNIFICATION**

### **7.1 Contractor's Obligation:**

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Contractor's performance or non-performance of this Agreement, including the negligent acts, errors, omissions, or willful misconduct of the Contractor, its employees, subcontractors, or agents. This obligation survives the termination or expiration of this Agreement. This provision does not negate other indemnity rights. (See IFB Section 4.4 and Form 5).

## **ARTICLE 8: WARRANTIES**

### **8.1 Service Warranty:**

Contractor warrants that Services will be performed professionally, consistent with industry standards, and free from defects.

### **8.2 Materials Warranty:**

Contractor warrants that materials and supplies furnished will be of good quality and suitable for their intended purpose.

### **8.3 Correction:**

Contractor shall promptly correct any deficiencies at its own expense upon notification by the City. (See IFB Section 4.9).

## **ARTICLE 9: SUBCONTRACTING AND ASSIGNMENT**

### **9.1 Subcontracting:**

Contractor shall not subcontract any portion of the Services without the prior written consent of the City. Approved subcontractors are subject to all terms of this Agreement, and Contractor remains fully responsible for their performance. Contractor shall ensure prompt payment to subcontractors as required by Section 4.7 of the IFB and Florida Statutes.

### **9.2 Assignment:**

Contractor shall not assign, transfer, or convey this Agreement or any rights or obligations hereunder without the prior written consent of the City.

## **ARTICLE 10: TERMINATION**

### **10.1 Termination for Convenience:**

The City may terminate this Agreement, in whole or in part, for its convenience without cause by providing at least thirty (30) calendar days' written notice to the Contractor. Contractor shall be paid for satisfactory Services rendered up to the termination date.

### **10.2 Termination for Default:**

The City may terminate this Agreement for default if Contractor fails to perform its obligations, fails to comply with terms, or becomes insolvent. The City will provide written notice specifying the default and allowing a thirty (30) day cure period (or longer if specified). If the default is not cured, the City may terminate immediately and pursue available remedies, including recovery of excess costs for substitute services (See IFB Section 4.19).

## **ARTICLE 11: RECORDS, AUDITS, AND PUBLIC RECORDS**

### **11.1 Record Keeping:**

Contractor shall maintain complete and accurate books, records, documents, and other evidence related to this Agreement for a period of three (3) years after final payment or termination, or longer if required by law.

### **11.2 Audit Rights:**

The City or its authorized representatives shall have the right to audit, inspect, and copy such records during normal business hours upon reasonable notice (See IFB Section 4.20).

### **11.3 Public Records:**

Contractor acknowledges this Agreement and related documents are subject to Florida's Public Records Law (Chapter 119, F.S.). If Contractor performs services involving public records on behalf of the City, Contractor must comply with F.S. 119.0701, including providing access, maintaining records, and transferring records upon completion. Contractor must provide the City with contact information for public records requests related to this Agreement.

## **ARTICLE 12: DISPUTE RESOLUTION**

### **12.1 Process:**

In the event of any dispute, claim, or controversy arising from or relating to this Agreement, the parties agree to first attempt resolution through good-faith negotiation between authorized representatives. If negotiation fails, the parties agree to pursue non-binding mediation before initiating litigation. The procedures outlined in Section 13 (Governing Law and Venue) apply. Costs of mediation shall be shared equally.

## **ARTICLE 13: GOVERNING LAW AND VENUE**



### 13.1 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws.

### 13.2 Venue:

Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state courts located in \_\_\_\_\_ County, Florida, or the federal courts of the \_\_\_\_\_ District of Florida. The parties waive any objection to venue or inconvenient forum.

## ARTICLE 14: NOTICES

### 14.1 Method:

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given:

- upon personal delivery;
- upon transmission by email (with confirmation of receipt);
- one business day after deposit with a nationally recognized overnight courier service; or
- three business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses below or such other addresses as the parties may designate in writing:

#### City:

<b>Contact Name / Title:</b>	<u>John Doe, Chief Procurement Officer</u>
<b>Entity Name:</b>	<u>City of Florida Procurement Hub</u>
<b>Address:</b>	<u>1234 Strategic Sourcing Street</u> <u>Florida Procurement Hub, FL 33333</u>
<b>Email:</b>	<u><a href="mailto:JDoe@FloridaProcurementHub.com">JDoe@FloridaProcurementHub.com</a></u>
<b>Phone:</b>	<u>(111) 111-1111</u>

#### Contractor:

**Contact Name / Title:** \_\_\_\_\_  
**Entity Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_

## **ARTICLE 15: GENERAL PROVISIONS**

### **15.1 Independent Contractor:**

Contractor is, and shall perform this Agreement as, an independent contractor and not as an employee, agent, partner, or joint venturer of the City. Contractor has sole responsibility for its employees, including payment of wages, taxes, and benefits.

### **15.2 Sovereign Immunity:**

Nothing in this Agreement shall be deemed or construed as a waiver of the City's rights, defenses, or immunities under common law or Section 768.28, Florida Statutes.

### **15.3 Force Majeure:**

Neither party shall be liable for failure to perform due to causes beyond its reasonable control (Force Majeure Event), as defined and handled per Section 4.18 of the IFB.

### **15.4 Conflict of Interest:**

Contractor warrants no conflict of interest exists and shall promptly disclose any potential conflict that arises during the Agreement term. Violation may lead to termination.

### **15.5 Intellectual Property/Trademarks:**

Deliverables created specifically for the City under this Agreement become City property. Contractor assigns all rights to the City. Contractor shall not use the City's name, logo, or trademarks without prior written consent.

#### **15.6 Advertising:**

Contractor shall not use the award of this Agreement in advertising or promotional materials without the City's prior written consent.

#### **15.7 No Exclusive Agreement:**

This Agreement is not exclusive. The City reserves the right to contract with others for similar services.

#### **15.8 Severability:**

If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

#### **15.9 Entire Agreement:**

This Agreement, including the incorporated IFB and Bid (Exhibits A and B), constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, negotiations, and understandings, whether oral or written.

#### **15.10 Amendments:**

This Agreement may be amended only by a written instrument signed by duly authorized representatives of both parties.

#### **15.11 Waiver:**

Failure by either party to enforce any provision shall not constitute a waiver of that provision or any other provision.

#### **15.12 Headings:**

Article and section headings are for convenience only and do not affect the interpretation of this Agreement.

### 15.13 Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be considered as originals.

## ARTICLE 16: EXHIBITS

16.1 **Exhibit A:** IFB No. 2025-001-FPH (including all addenda, forms, attachments, and exhibits).

16.2 **Exhibit B:** Contractor's Bid (including any clarifications or negotiated modifications accepted in writing by the City).

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective Date first written above.

### CITY OF FLORIDA PROCUREMENT HUB

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### [CONTRACTOR NAME]

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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