



RFQ 012013
Architectural Services

Bay County Finance Department
Purchasing Division
On behalf of
Bay County Division on Aging

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR QUALIFICATIONS---THIS IS NOT AN OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO ENSURE THAT YOUR NAME MAY BE RETAINED ON OUR PROPOSERS LIST

DATE OF REQUEST MAY 22, 2013

REFERENCE PROPOSAL NUMBER RFQ 012013

MANDATORY WALK THROUGH MAY 29, 2013
2:00 p.m.:
BAY COUNTY COMMUNITY CENTER
800 J.F. KENNEDY DR.
BAY CITY, MI 49706

PROPOSED DATE/TIME REQUIRED JUNE 7, 2013
10:00 AM

SUBMIT PROPOSAL TO: BAY COUNTY FINANCE DEPARTMENT
PURCHASING DIVISION
ATTN: FRANCES MOORE
BAY COUNTY BUILDING
515 CENTER AVENUE 8TH FLOOR
BAY CITY, MI 48708-5128

MARK PROPOSAL: "BAY COUNTY DIVISION ON AGING –
ARCHITECTURAL SERVICES" DELIVER TO
PURCHASING IMMEDIATELY

The Bay County Purchasing Division on behalf of the Bay County Division on Aging is soliciting sealed letters of qualification from a qualified licensed Design Professional to provide Architectural design services, construction document preparation, bidding assistance and construction inspection services required to implement the Bay County Division on Aging Kitchen Renovation/Expansion Project. Bay County voters approved 0.3 mills for the senior citizen's programs and renovation of the facilities. The current kitchen facility in the Bay County Community Center, located at 800 J.F. Kennedy Dr., Bay City MI 48706, is insufficient to meet the current 600 to 800 meals served per day, five days a week.

Community Center:

Construct a new kitchen facility attached to the NW corner of the Community Center and Riverside Center with covered receiving area (SEE EXHIBIT 1 "PROPOSED PLAN"). There will also be some remodeling of the existing kitchen, fitness rooms, craft room and dining area. The County will require underground heating for the asphalt area under the canopy for safety during receiving and loading of vehicles.

A MANDATORY WALK THROUGH FOR THE FACILITY IS SCHEDULED FOR MAY 29, 2013 AT 2:00 p.m. AT THE BAY COUNTY COMMUNITY CENTER. ALL VENDORS INTERESTED IN SUBMITTING A PROPOSAL MUST ATTEND THIS WALK THROUGH. FAILURE TO ATTEND THE WALK THROUGH WILL RESULT IN YOUR PROPOSAL BEING REJECTED.

I. SCOPE OF WORK

The required services shall include, but not necessarily be limited to:

Community Center:

Construction of a new kitchen addition to the existing Community Center building with covered receiving and loading area to accommodate the current and future growth of the senior meal program. The current kitchen is attached to the Riverside Senior Dining Center which is in full operation weekdays.

1. Full service kitchen design plan:

Community Center:

- Renovate the existing kitchen facility and receiving area.
- Upgrade and renovate current exercise and craft rooms.
- Renovate the existing Dining Center with new flooring, paint, lighting and additional room construction.
- Construct a covered outdoor space over the existing patio of the Senior Center.
- Renovation to include office space, driver and staff support service room.

Schematic Design:

A complete Architectural drawing, including structural, electrical, plumbing, HVAC, site work, etc. and to comply with current criteria and cost limitations.

2. Construction Document Preparation:

Plans and specifications necessary to secure appropriate approvals and permits and to solicit sealed bids for the construction of the work.

3. Contract Award Assistance:

Assistance to the owner in connection with advertising for and securing bids and awarding construction contracts.

4. Construction and Guarantee:

Construction period services including: inspections; approvals of shop drawings, payment requests and change orders; conducting and recording periodic progress meetings; preparation of final "as built" construction drawings and final inspection and approval of completed work.

II. MODIFIED QUALIFICATIONS-BASED SELECTION (MQBS) PROCESS TO BE USED

The *Bay County Purchasing Policy* provides for the use of a Modified Qualifications Based Selection (MQBS) Process. This fair and rational procedure facilitates the selection of professional services on the basis of qualifications and competence in relation to the scope and needs of the particular project. For the Architectural Services Firm, the process is to be carried out through the establishment of a *Modified Qualifications Based Selection (MQBS) Committee*. The committee is charged to implement the QBS process and provide recommendations to the Bay County Executive and Bay County Board of Commissioners. Members of a MQBS committee will review materials submitted by each person, compare, and rate them according to the selection requirements stated in this MQBS.

The MQBS process to be used for this project involves a number of steps:

1. The Bay County Board of Commissioner identifies the general scope of the work.
2. A selection schedule is established.
3. A list of professional firms is developed.
4. Qualification documents are requested.
5. Qualification documents are evaluated.
6. A short list of proposers who receive fifty-five (55) points or more is prepared for further consideration with the top proposer(s) being interviewed and evaluated.
7. Interviews are conducted and cost envelopes are opened.
8. Firms are ranked for selection.
9. A contract is negotiated with the top ranked firm.
 - a. If an agreement cannot be reached, those negotiations are ended and negotiations are begun with the second ranked firm and so on down the line, until agreement is reached and a firm selected.
10. All firms involved receive post-selection communications.

III. QBS COMMITTEE MEMBERS

The QBS Committee for the Architectural Services Firm may include or their designee:

- Chairman of the Board of Commissioners or designee
- Board Analyst Robert Redmond
- Purchasing Agent Frances Moore
- Finance Officer Crystal Hebert
- Corporation Counsel Martha Fitzhugh
- Superintendent of Buildings & Grounds Richard Pabalis
- Division on Aging Director Tammy Roehrs
- Interim Health Director Joel Strasz
- Nutrition Coordinator Barb Kraycsir

IV. POINT DISTRIBUTION TO BE USED FOR RATING QUALIFICATIONS OF PROPOSERS

A maximum of seventy-five (75) points could be awarded for each proposer's qualifications, with a minimum of fifty-five points (55) needed to qualify. Qualifying scores will be assigned on the following basis:

- **Demonstrated Knowledge** **1 to 25 points**
Describe the familiarity in the field of commercial kitchen design and regulations pertaining to state and local health codes and requirements.

- **Resumes of Key Personnel Assigned to the Project** **1 to 25 points**
The proposer will provide resumes of the key personnel who will be assigned to the project, demonstrating professional and technical competence and years of experience.
 - **References and Related Projects** **1 to 25 points**
Capability to provide professional services in a timely manner and past performance in terms of cost control, quality of work and compliance with performance schedules as demonstrated through the provision of a minimum of three (3) client references, of which two (2) must be commercial kitchen projects.
- Total Possible Qualifications Score: 75 points**

Proposers whose qualifications scores are below the minimum of seventy- five (75) points will be eliminated from further consideration. Proposers whose qualifications score at least fifty- five (55) points may be invited to an interview and have the cost envelopes opened, as determined by Bay County, to be held at the Bay County Building, 515 Center Ave., Bay City, Michigan 48708.

Following this procedure and the finalization of the pricing structure, the Contractual Agreement will be presented to the selected proposer. If not executed by the proposer within ten (10) business days, negotiations with the first-ranked proposer will be terminated, and Bay County reserves the right to open negotiations with the second-ranked proposer. This iterative process shall be continued until Bay County selects one (1) or more Architectural Services provider to recommend to the Bay County Executive and Bay County Board of Commissioners.

V. CONTENT OF PROPOSAL REQUIRED TO BE CONSIDERED FOR THIS RFQ

All Bids must be good for one-hundred and twenty (120) days after the previous stated bid opening date.

Proposers will be evaluated on the following information.

It is required that narrative proposals be indexed and formatted in the same order and categories as noted below:

1. The bidder must submit their pricing requirement only on the provided Formal Cost Summary and in a sealed envelope. (“ATTACHMENT A”)
2. Demonstrated Knowledge. (“ATTACHMENT B”)
3. Resumes of Key Personnel Assigned to the Project. (“ATTACHMENT C”)
4. References and Related Projects. (“ATTACHMENT D”)

The following will not be considered for evaluation but must be completed and submitted or your proposal will be considered incomplete, marked rejected and returned.

5. Credentials of Proposer. (“ATTACHMENT E”)

6. Professional Certifications (“ATTACHMENT F”)

The Design Professional must provide certified statements that they have not been disbarred, suspended or otherwise prohibited from professional practice by any Federal, State or local agency.

7. Certification. (“ATTACHMENT G”)

All proposers are required to return the attached document certifying they have not been part of any collusion and that they are they are authorized to act as an agent for the company or firm they represent.

8. Business Information. (“ATTACHMENT H”)

9. Current Insurance Certificate. (“ATTACHMENT I”)

10. Copy of your Preferred Contract. (“ATTACHMENT J”)

Proposers are permitted to include a maximum of five (5) additional pages of information not requested above, if you feel it may be useful and applicable to this RFQ.

VI. GENERAL INFORMATION

1. **ADDENDA:** All additions, corrections or changes to the solicitation documents will be made by addenda only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked immediately to send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **TAX-EXEMPT STATUS:** Bay County is a tax-exempt entity. The successful bidder will receive a tax-exempt form.
4. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
5. **RESPONSIBILITY:** Bidders are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 8TH Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

6. **INSURANCE:** The Bidder shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Bidder's service, whether such service be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee.
 - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
 - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence combined single limit bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. General liability insurance for claims for damages because of bodily injury or death of any person, other than the Supplier's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$1,000,000 each occurrence and mandatory \$1,000,000 annual aggregate and property damage limits of not less than \$1,000,000 each occurrence; or combined bodily injury/property damage limits of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate.
 - e. Professional liability coverage (error and omissions) with limits of liability of \$1,000,000 claim applicable to this retention.

Insurance required shall be in force until acceptance by the County of the delivered goods and services, and shall be written for not less than any limits of liability specified above. The Bidder has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, shall be filed with the County prior to commencement of the project. These certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled without 30 days prior written notice to the County.

The following wording shall appear on the certificates of insurance:

"It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to Bay County."

Commercial general liability as described above shall include an endorsement stating the following shall be ADDITIONAL INSUREDS:

"It is understood and agreed that the following shall be additional insureds: The County of Bay including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers."

This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage be primary, contributing, or excess.

All coverages shall be with insurance carriers licensed and admitted to do business in Michigan.

7. COST OF DEVELOPING PROPOSAL: The Respondent shall be responsible for all costs incurred in the development and submission of this response. The County assumes no contractual obligation because of the issuance of this RFP, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. The County will not be contractually bound until the County and the successful Respondent have executed a written contract for performance of the work.
8. PROPOSAL DELIVERY: To be considered, the Proposal must contain: Two (2) sealed envelopes, one (1) must be clearly marked "**QUALIFICATIONS FOR BAY COUNTY DIVISION ON AGING ARCHITECTURAL SERVICES**" and contain five (5) copies of that portion of the proposal including all attachments and only one (1) sealed envelope clearly marked "**FEE SCHEDULE.**"

The County will not accept proposals sent by FAX machine or E-mail.

9. NON-DISCRIMINATION: In the performance of the bid, bidder agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Bidder further agrees that every contract or subcontract entered into for the performance of this bid will contain a provision requiring non-discrimination in employment, as here specific, binding upon each contractor or sub-contractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.1201 et seq.) or the Michigan Persons with Disabilities Civil Rights Act (MCL 37.1101 et seq.) And any breach of this provision may be regarded as a material breach of the contract or subcontract.

10. **BID OPENING:** There will be a public bid opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
11. **BID REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the best low qualified bid.
12. **AWARD:** In the event the bid is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the bid to the vendor providing the best value to the County. If a bidder disagrees with this intent, the bidder may obtain from the Purchasing Office, a bid protest form, which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Finance Department Purchasing Division, 8th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, (989) 895-4037 within ten (10) working days from the date of the notice of intent to award.
13. **CONTRACT:** The County's award of this bid is conditioned upon the execution of a formal agreement for products and services between the selected bidder and the County, occurring within 10 days after the date that the bidder receives such agreement from the County. If bidder proposes a standard contract, bidder must submit a copy of all proposed terms and conditions with its proposal. The County will not use an AIA contract for this project. In submitting a proposal, bidder acknowledges that contents of this RFQ will become incorporated within any formal agreement. This RFQ does not include every term and condition which shall appear in the formal agreement. In the event that the bidder does not execute the formal agreement within the stated time limit, the County may reject the selected bidder and proceed to accept another qualified bid, or reject all bids.
14. **QUESTIONS:** All questions about this RFQ must be directed in writing, to:

Frances Moore
Purchasing Agent
Mooref@baycounty.net

Written questions received by 5:00 PM, June 4, 2013 will be answered and responses will be returned in writing to all potential proponents.
15. **DISPUTES:** In the event a proponent disagrees with the recommendation of the Bay County Finance Officer concerning this award, the individual may obtain from the Purchasing Division a Bid Protest Form which may be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Finance Department, Bay County Building, 8th Floor, 515 Center Avenue, Bay City, Michigan, 48708-5128, (989) 895-4037, within ten (10) working days of the Notice of Bid action.

VII. ADA ASSISTANCE

Bay County will provide necessary and reasonable auxiliary aids and services, such as a signer for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon 10 days notice to Bay County. Individuals with disabilities requiring auxiliary aids or services should contact Bay County by writing or calling:

Michael Gray, Assistant County Executive for Recreation and Administrative Services
Office of the Bay County Executive
Bay County Building
515 Center Avenue
4th Floor, Suite 401
Bay City, MI 48708-5128
Telephone (989) 895-4013
TDD (989) 895-4049

Frances Moore, Purchasing Agent
Finance Department, Purchasing Division
Bay County Building
515 Center Ave
8th Floor
Bay City, MI 48708-5128
Telephone: (989) 895-4037
FAX Number: (989) 895-2076
Email: Mooref@baycounty.net

THIS QUALIFICATION PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY PURCHASING POLICY.

PROPOSED PLAN

FORMAL COST SUMMARY

Service	Cost
Architectural Design Services <ul style="list-style-type: none"> • Design Plan • Schematic Design 	\$
Construction Documentation Preparation	\$
Contract Award Assistance	\$
Construction and Guarantee	\$
TOTAL COST OF SERVICES	\$

DEMONSTRATED KNOWLEDGE

RESUMES OF KEY PERSONNEL ASSIGNED TO THIS PROJECT

REFERENCES AND RELATED PROJECTS

1	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
_____		_____	
_____		_____	
Project:		When did the project begin?	
_____		_____	
_____		_____	
_____		How long to complete the project?	
_____		_____	

2	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
_____		_____	
_____		_____	
Project:		When did the project begin?	
_____		_____	
_____		_____	
_____		How long to complete the project?	
_____		_____	

REFERENCES AND RELATED PROJECTS

3	Customer Name:	Contact Name:	Contact Title:
Address:		Phone Number:	
Project:		When did the project begin?	
		How long to complete the project?	

CREDENTIALS OF PROPOSERS

PROFESSIONAL CERTIFICATIONS

CERTIFICATION

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the proposer, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
5. That the signer took no action to persuade any person, partnership, or corporation to submit or withhold a bid.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

Date: _____

BUSINESS INFORMATION

BAY COUNTY VENDOR SET UP REQUEST

Return completed form to: Bay County Purchasing
515 Center Avenue, Suite 701, Bay City MI 48708

Bay County Use Only	Vendor No.: _____
Review Date: _____	Reviewer's Initials: _____
1099: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1099: <input type="checkbox"/> 3-Per Diem <input type="checkbox"/> 6-Medical <input type="checkbox"/> 7-Atty/Non-Employee Comp	

INSTRUCTIONS: Bay County Vendor Set Up Request form is in three (3) parts.
 Page 1 of 3: MANDATORY - Includes vendor identification, W-8, and contact information.
 Page 2 of 3: OPTIONAL - Electronic Payment Set Up Request. Not available to one-time vendors.
 Page 3 of 3: MANDATORY - W-9 form. Only exception, one-time vendors.
An Incomplete form will NOT be processed.

Requesting Department or Contact Name: _____

Authorized Department Signature: _____ Date: _____

New vendor? Yes No Unsure If no, vendor number: _____
 One-time vendor? Yes No Unsure
 If one time vendor, SKIP SECTION I and Contact Person fields below.
 If restitution or refund payment, select one box only and SKIP SECTION I.
 Refund payment? Yes Restitution? Yes
 Bay County employee? Yes No
 Information change only? Yes If yes, fill out information change(s) only. Check next to change, below.

SECTION I
 Please provide one: SSN _____ - _____ - _____ Federal ID: _____
 Incorporated? Yes No
 What goods or services will you provide to Bay County?
 Service: _____
 Product/Supply: _____
 Attorney/Medical: _____

Vendor Name: _____
 DBA: _____ Not applicable.
 Contact Person Phone: _____ Fax: _____
 Contact Person Email: _____ ***
 Vendor Address: _____
 Vendor Payment Address, if different from above: _____
 ***Optional - Email to receive purchase orders electronically: _____

BAY COUNTY VENDOR ELECTRONIC PAYMENT SET UP REQUEST

Return completed form to: Bay County Purchasing, 515 Center Avenue, Suite 801, Bay City MI 48708

INSTRUCTIONS: Bay County Vendor Set Up Request form is in three (3) parts.

Page 1 of 3: MANDATORY – Includes vendor identification, W-9, and contact information.

Page 2 of 3: OPTIONAL - Electronic Payment Set Up Request. Not available to one-time vendors.

Page 3 of 3: MANDATORY - W-9 form. Only exception, one-time vendors.

An incomplete form will NOT be processed.

Vendor /Company Name: _____

Date: _____ Vendor number, if known.: _____ Bay County Employee Skip Vendor Contact below

Financial Institution Name: _____

Financial Institution Address: _____

Account Type: Checking Savings

Bank Routing Number: _____

Your bank will have this information.

Account No.: _____

Email Address to Receive Deposit Advice: _____

Vendor /Company Contact Name: _____

Vendor /Company Contact Phone: _____ Fax: _____

The above listed company (Company) sells goods and/or services to Bay County located in Bay City, Michigan. Bay County desires to make payments for such goods and/or services electronically through the ACH Network. COMPANY agrees to grant such flexibility.

Therefore, COMPANY hereby (1) authorizes Bay County to make payments for goods and/or services by ACH, (2) certifies that it has selected the stated depository financial institution, and (3) directs that all such payments be made as provided above.

COMPANY understands that you (Bay County) will verify the information provided above and, in the absence of a discrepancy or other unusual circumstances will begin the direct deposit of payments for goods and/or services within 15 days of your receipt of this form. In the event of a discrepancy, COMPANY understands that COMPANY will be required to provide corrected information by completing a new form. COMPANY acknowledges and agrees that the terms and conditions of all agreements with Bay County concerning the method and timing of payments for goods and/or services shall be amended as provided herein.

COMPANY will give thirty (30) days advanced written notice to Bay County of any changes in depository financial institution or other payment instructions.

Authorized Signature: _____

Print Name and Title: _____ Date: _____

The authority granted by me on this form is to remain in full force and effect until you have received written notification of its termination in such a time and in such a manner as to afford you and my financial institution a reasonable opportunity to act on it.

COMPANY hereby discharges Bay County from all liability whatsoever for any actions taken by Bay County in accordance with the above.

Request for Taxpayer Identification Number and Certification

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

Print or type.
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
<input type="checkbox"/> Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional) Bay County Finance Department 515 Center Ave., Suite 701 Bay City, MI 48708
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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

INSURANCE CERTIFICATE

COPY OF PREFERRED CONTRACT