

PROJECT: Village of Johnson City Smart Growth  
Comprehensive Plan

Project Funded by:

*New York State Department of State (DOS)*

VILLAGE OF JOHNSON CITY, NEW YORK

**Request for Proposals**

for

*Professional Planning & Design Services*

September 10, 2023

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## INSTRUCTIONS TO BIDDERS

### **BACKGROUND**

The Village of Johnson City is a rapidly revitalizing community as evidenced by the Village's designation as an iDistrict, construction of the Binghamton University Health Sciences Campus, expansion of UHS's Wilson Hospital Campus and award of various grants including the NYS Downtown Revitalization Initiative. With the tremendous amount of growth both anticipated and currently underway, the Village has been undertaking a lot of planning and code enforcement.

Careful planning is needed to capitalize on the Village's growth potential and economic development opportunities, while also minimizing climate impacts, protecting environmentally sensitive areas, and improving the community's resilience to current and future flood hazards. A comprehensive strategy is needed to balance the community's environmental, economic and safety objectives in the Village.

For this particular project, The Village of Johnson City seeks a qualified firm to update their Comprehensive Plan. The current plan was adopted in 2010 and is a unified plan with the Town of Union and the Village of Endicott. The new Comprehensive Plan will aim to incorporate Smart Growth principles. A more detailed description is attached as Appendix A.

### **GENERAL INFORMATION**

1. Invitation – The Village of Johnson City is inviting sealed responses from qualified individuals for the Smart Growth Comprehensive Plan detailed in the accompanying Request for Proposal (RFP). RFPs will be received until **12:00 p.m. local time on Friday, October 13, 2023**. Any RFP received after the time and date specified will not be considered.

2. Submittal of RFP– One (1) original, One (1) copy, and One (1) pdf version on a digital medium (e.g. USB thumb drive) of the RFP shall be delivered or mailed with any required data in a sealed envelope addressed to:

Planning Department  
Village of Johnson City  
60 Lester Ave  
Johnson City, New York 13790

3. Inquiries – Any inquiries or requests for explanation regarding this RFP must be received by 12:00 p.m. local time, Friday, September 22, 2023. No oral interpretation or clarifications will be given. Prospective responders desiring further information or interpretations must make requests by e-mail. All inquiries together with Village of Johnson City's response will be issued to all prospective responders well in advance of the date for proposal submission. Requests for information should be addressed to:

Isabella Paullay, Program Coordinator  
[programcoordinator@villageofjc.com](mailto:programcoordinator@villageofjc.com)

4. Form of RFP – Responses to the RFP should be prepared in the format set forth in the accompanying documents, including a full description of the responder's experience. A non-responsive or incomplete response will be removed from consideration.

Prior to the opening of responses, the Village may amend through Addenda the RFP specifications to correct errors or omissions or to supply additional information as it becomes available. All Addenda will be

provided to all respondents no later than three (3) days prior to the date the qualification statements and cost proposals are due.

5. VILLAGE'S RIGHTS - THE VILLAGE RESERVES THE RIGHT TO NEGOTIATE WITH ANY OR ALL RESPONDERS; TO REJECT ANY OR ALL RFPs, IN WHOLE OR ANY PART THEREOF; TO RE-SOLICIT FOR RFPs; AND TO WAIVE ANY MINOR NON-CONFORMITIES IN ACCORDANCE WITH THE VILLAGE'S DETERMINATION OF ITS OWN BEST INTERESTS.

6. Fees - The response must clearly present the basis for the responder's compensation or fee structure for all services described in the response. If a particular service is "value added" the response shall so state. The fees shall include all ordinary operating expenses incurred by the firm. Extraordinary expenses incurred at the request of and with the consent of the Village will be reimbursed.

8. RFP Longevity - A RFP may be withdrawn at any time prior to the date specified as the closing date for acceptance; however, no responder may withdraw or cancel their response for a period of forty-five (45) days following the closing date for acceptance, nor shall the successful responder withdraw, cancel or modify the response, after having been notified that the RFP has been accepted by the Village, except at the request of the Village or with the Village's written consent.

9. Evaluation of RFP – Responses to the RFP will be judged upon the responder's ability to provide services, which meet the requirements set forth in the accompanying documents. The Village reserves the right to make such investigations as it deems necessary to determine the ability of the responder to provide services meeting a satisfactory level of performance in accordance with the Village's requirements.

10. Interviews –An interview may be arranged at a mutually convenient time and place. A presentation by the responder to the Village may be required prior to the recommendation and consideration of an award.

12. Responders Conditions - Any conditions or expectations on the part of the responder for performance by the Village must be set forth in responder's submittal. The Village is not obliged to consider the responder's post-submittal terms and conditions. \*\*\* If any service is not included, or is available for an additional cost, the submittal shall clearly so state. \*\*\*

14. Responders Preparation Costs - Any costs incurred by the responder in responding to the Request for Proposals is at the responder's own risk and expense as a cost of doing business. All materials submitted with an RFP shall become property of the Village and will not be returned to the responder. The responder is hereby notified that all submitted materials are subject to disclosure pursuant to the New York State Freedom of Information Law (New York Public Officer's Law section 86 et seq.).

15. Deliverables – Although the specific deliverables are subject to negotiation the successful responder will be expected to provide the required services as outlined in this proposal.

16. Ex parte contact – Responder shall not contact any other Village officials regarding this RFP other than in accordance with the procedure outlined herein. Any responder that violates the foregoing provision may be disqualified from consideration. Responses shall be based solely on information provided in the RFP and any addenda thereto.

17. Minimum Qualifications – The Village acknowledges that this is a Professional Service and not subject to conventional public bidding. However, the Village has directed this RFP to several pre-selected candidates/institutions and has placed a Legal Ad in the Binghamton Press and Sun-Bulletin concerning this RFP. The responder must guarantee that the professional business entity has not made a contribution within one calendar year immediately preceding the date of the contract or agreement which exceeded the permitted thresholds set forth in article 14 of the Election Law of the State of New York.

## ATTACHMENTS

- Specific Proposal Requirements
- Proposal Sheet
- Insurance Requirements
- Election Law Statement
- Gifts Statement
- Non-Collusive Iranian Divestment Certification
- W-9

## SCOPE OF WORK

This Scope of Work (SOW) constitutes the scope of services sought by the Village of Johnson City. The full task/activity list can be found in Appendix A; however, the Services the Responder shall provide include, without limitation:

### PLANNING & DESIGN SERVICES

1. Consult with the Village and provide strategic planning and recommendations for future implementation.
2. Make design recommendations to the Village that take into consideration the awarded grant amount, the Village's vision, and the vision and progressive ideas of the Responder.
3. Organize, publish, and assess public outreach efforts detailed in Appendix A in collaboration with the Village.
4. In conjunction with the Village, assist with the delineation of responsibilities and duties among the Village and others involved in the Project.
5. Review the scheduling of project milestones and documentation with the Village to ensure its timely delivery within budget, schedule and with minimum changes.
6. Determination and procurement of permits and approvals.
7. Complete and assist with necessary local adoption processes.
8. Report regularly orally and in writing to the Village on progress, budgets and schedule. Provide written minutes in a timely manner after all meetings held with Village officials and employees, Village Board members, and community group members.
9. Attend and participate at any meetings or public hearings as the Village may reasonably request.
10. Prepare and submit all reports, notices, and statements as required by New York State and its agencies to evaluate, fund and approve the Project, in accordance with, but not limited to, the requirements of Department of State Office and all other involved or permitting agencies.
11. Track and gather information from contractors and other parties as necessary to then prepare and submit all reports, notices, and statements as required by New York State and its agencies to fund and evaluate the Project, in accordance with, but not limited to, the requirements of the Department of State and all other involved or permitting agencies.

## SCHEDULE OF AWARD & PROJECT TIMELINE

- |                                                |                           |
|------------------------------------------------|---------------------------|
| 1. Release of RFP                              | <b>September 10, 2023</b> |
| 2. <b>*Pre-bid Site Meeting (If requested)</b> | <b>September 18, 2023</b> |
| 3. Questions and Clarifications Due            | <b>September 22, 2023</b> |
| 4. Final Interpretations and Addenda Issued    | <b>September 29, 2023</b> |
| 5. Proposal Due Date                           | <b>October 13, 2023</b>   |
| 6. Evaluation Completed                        | <b>October 27, 2023</b>   |
| 7. Governing Body Action                       | <b>November 21, 2023</b>  |

Work should begin in 2023.

The Contract Period Ends on December 31, 2025.

Proposed schedule for designs, bidding, construction, and close-out should take these stipulations into account.

#### **STANDARD CONTRACT CLAUSES:**

The successful Responder will be required to enter into a written agreement for services that incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to the RFP indicates the Responder agrees to the following terms and conditions for professional services. The Village reserves the right to include additional terms in the final agreement with the successful Responder and to make changes to the following clauses. In any event, the final contract shall be in a form and contain provisions acceptable to counsel for the Village.

1. Compliance with Law and Standard Practices: The Responder shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements and applicable Village Board policies as existing and as amended.
2. Statutory Compliance: The Responder covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages, and human rights.
3. Prevailing Wage Law: The Responder will pay prevailing wages and benefits to the extent required by the laws of the State of New York and certify compliance in writing to the Village.
4. MWBE: The Responder covenants and agrees to comply with the New York State Minority and Women-Owned Business Enterprise requirements as set forth by the New York State Department of State. It is anticipated that the MBE and MWE goals for this project will be 15% and 15% (30% overall).
5. Assignment or Subletting of Contract: The Responder may not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the Village.
6. Indemnification: To the fullest extent permitted by law, the Responder and Responder's officers, directors, members, partners, agents, employees, and consultants will indemnify, defend with competent counsel and hold harmless the Village, its officers, agents and employees from and against any and all liabilities, claims, damages, judgments or awards and any and all loss or expense (including reasonable attorney's fees) that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Responder, its employees or agents, including subcontractors, in connection with the Agreement.
7. Contract Modifications: This Agreement represents the entire and integrated agreement between the Village and the Responder and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Village and the Responder. All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The Village reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.

8. Severability: If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
9. Conflict of Interest: The Responder hereby covenants and agrees that no member of the Village Board or other Village officer or employee forbidden by law to be interested in this Agreement will directly or indirectly benefit therefore.
10. Independent Contractors: The Village and the Responder are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.
11. Conflict of Laws; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Broome County.
12. Insurance: The Agreement shall require compliance with all insurance requirements of the Village. A copy of such requirements is attached to this RFP as an appendix and such requirements are incorporated by reference.
13. Mandatory Provisions: The following additional provisions will be required in any final contract, and may not be modified, changed, or altered:
  - a. The Responder hereby represents to the Village the following: (i) that the Responder is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the services required hereunder and performs its obligations hereunder; (ii) that Responder is able to furnish any of the plant, tools, materials, supplies, equipment and labor required hereunder and perform all of its obligations hereunder and it has sufficient experience and competence to do so; (iii) that Responder is authorized to do business in New York and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the services required under this Agreement and the project itself; (iv) that Responder's execution of this Agreement and its performance of it is within its duly authorized powers; and (v) that Responder's duly authorized representative has visited the project and familiarized him/herself with the local conditions under which the services required under this Agreement are to be performed. Responder agrees that the representation in this paragraph shall survive the execution and delivery of this Agreement.
  - b. Whenever reasonably requested by the Village during the term of this Agreement, and as part of the Basic Services fee hereunder, the Responder shall attend meetings of the Village Board to advise its Trustees concerning the progress of the Project.
  - c. The Responder's services, as defined herein, shall be provided in a manner and quality consistent with the standard of skill, care and diligence normally practiced by licensed professional design/engineering and construction management firms in performing services of a similar nature. Responder acknowledges that the Village is a municipality and, consistent with the standard of care, the Responder shall use reasonable care to ensure its services comply with all applicable laws, regulations, and rules as they pertain to the design, bidding and construction of any project as they apply to the Responder including, but not limited to, the requirements of Article 5-A of the General Municipal Law. The Responder will consult with the Village or the Village's legal counsel with respect to any questions concerning the applicability or interpretation of such laws and regulations. The Responder shall perform its services as expeditiously as is consistent with the standard of care. The Responder shall render decisions in a timely manner pertaining to issues submitted by the Village and/or Contractors in order to avoid unreasonable delay in the orderly and sequential progress of the Responder's services and/or the Project Work.

- d. The Village shall not be responsible to pay, and the Responder shall not be entitled to receive, compensation for any Additional Services if such services were required due to the fault of the Responder or the Responder's failure to perform in accordance with the terms of this Agreement. If an architectural service was a reasonably foreseeable and necessary service required to complete the project scope, where such service would normally be anticipated by and expected to be performed by the Responder, then such service shall be deemed to have been included as a Basic Service and will be provided by the Responder without additional compensation. Professional planning and design services not reasonably foreseeable shall entitle the Responder to additional compensation.
- e. The Responder shall make a detailed review of available drawings and other documents depicting existing conditions of the project site to determine site conditions.
- f. Any adjustments to a project schedule shall be void and of no force and effect until such adjustments are agreed to in writing by the Village and the Responder.
- g. In the event the Responder objects to the Village's directive or substitution, Responder shall immediately notify Village in writing, and the parties shall then reach a mutual understanding before work proceeds.
- h. The Responder shall acknowledge the receipt of each Contractor-generated Request for Information (RFI) submitted in accordance with the Contract Documents as soon as reasonably possible, but no later than seven (7) days after receiving it. The Responder shall issue a written answer for each RFI simultaneously to the Contractor and the Village (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost to the Project, but in no case more than ten (10) days after the RFI is received by the Responder.
- i. Responder acknowledges and agrees that Village has, shall retain, and may exercise during the term of this Agreement and thereafter, all rights and remedies available to the Village, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with the Responder's breach of this Agreement.
- j. The Village and Responder shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.
- k. The Responder acknowledges and recognizes that the Village, is utilizing Prime Contractors and subcontractors in performing the work, and that each of the aforementioned parties, including Responder, may be responsible for causing delays in or damage to the work. Accordingly, to ease resolution of any disagreement or claim involving the parties, Responder agrees to participate at its own cost and expense in good faith mediation if one of the foregoing parties has a claim arising out of the acts or omissions of Responder and for which Responder may be obligated to indemnify the Village, but for which Village may otherwise bear responsibility.
- l. The Village is tax-exempt and will not pay for or reimburse for any tax where it is exempt, including but not limited to, sales taxes.

#### 14. IRANIAN ENERGY SECTOR DIVESTMENT:

- a. Contractor/Responder hereby represents that said Contractor/Responder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Responder has not:
  - i. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or b. Acted as a financial institution and

extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

- b. Any Contractor/Responder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
- c. Except as otherwise specifically provided herein, every Contractor/Responder submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
  - i. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)." The Village will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
- d. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Responder cannot make the certification as set forth in subdivision (a) above, the Bidder/Responder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Village reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Responder who cannot make the certification, on a case-by-case basis under the following circumstances:
  - i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Responder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  - ii. The Village of Johnson City has made a determination that the goods or services are necessary for the Village to perform its functions and that, absent such an exemption, the Village would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the Village in writing and shall be a public document.

## **SUBMITTAL CONTENT**

The submittal must include the following:

- **Questionnaire.** A completed PROFESSIONAL PLANNING AND DESIGN SERVICES QUESTIONNAIRE which is included with this RFP.
- **Schedule.** A proposed time schedule for the completion of the project.
- **Iran Divestment Act.** Respondent must attach a signed statement on company letterhead that is affirmed as true under penalty of perjury.
- **Signed Gifts Statement.** A signed statement that discloses all gifts given, if any, by the bidding professional business entity to any officer or employee of the Village.
- **Attachments.** Resumes and material helpful to the technical evaluation may also be attached (short project descriptions, brochures).
- **Insurance Documents:** All insurances detailed in Appendix B.

- Disclose all allegations or claims of substandard work, unethical or illegal practices or debarment or suspension from state- or federally-funded projects, and provide documentation as to the resolution of these matters. Respondent must not be suspended or debarred from participation in state- or federally-funded projects.

## **QUALIFICATIONS AND SELECTION PROCESS**

**Given the broad scope of the GBF project, the Respondent is expected to bring a multidisciplinary approach to the project. The consultant must demonstrate experience in all of the following fields: planning, landscape architecture, urban design and stormwater management.**

Submittals responsive to the requirements of this RFP will be evaluated and scored in accordance with the Village of Johnson City's internal evaluation criteria.

During or after the review of responses, the Village of Johnson City may submit written questions and requests for clarification, and may conduct interviews.

The Village of Johnson City shall evaluate each respondent in terms of:

| <b>Technical Factors</b>                                                           | <b><u>Maximum Points</u></b> |
|------------------------------------------------------------------------------------|------------------------------|
| 1. Relevant Experience                                                             | 15                           |
| 2. Approach and Methodology                                                        | 15                           |
| 3. Staffing Plan                                                                   | 15                           |
| 4. Consistency with local plans including the iDistrict plan and Design Guidelines | 15                           |
| 5. Cost According to Grant Allotment                                               | 10                           |
| 6. MWBE Utilization Plan                                                           | 10                           |
| 7. Ability to Conform to the Village of Johnson City's Deadline Schedule           | 10                           |
| 8. Commitment to Comply with all Applicable Federal, State and Local Regulations   | 10                           |
| <b>Total Maximum Points</b>                                                        | <b>100</b>                   |

After evaluation of selected Submittals, the Village of Johnson City reserves the right to award without delay. The Village of Johnson City will issue a Letter of Intent to Award and a Notice to Proceed when costs are negotiated and accepted by the Village of Johnson City.

## **Appendix A:**

Project Information, Scope of Work & Budget

# SCOPE OF WORK

*FUNDED BY NEW YORK STATE DEPARTMENT OF STATE*

**TOTAL PROJECT BUDGET: \$100,000**

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## THE PROJECT

The Village of Johnson City will work with a selected consultant to create a comprehensive plan aiming to incorporate smart growth strategies.

## TEAM MEMBER ORGANIZATION

### Task 1: Creating a Comprehensive Plan Committee

**Activities:** The Village will work to organize a group of stakeholders responsible for supporting smart growth principles within the planning process.

Groups of individuals participating in the committee can be from, but may not be limited to, the following groups:

- Residents
- Elected Officials
- Representatives from relevant departments
- Businesses within the area of study
- Religious affiliates
- County and regional planning
- Other organizations

The committee will aim to define goals and objectives for the comprehensive plan that will address smart growth principles. Groups involved will provide individual expertise and resources to the committee that may be utilized within the planning process. Residents and other local groups are included in order to keep lines of communication open, which maintains a level of public transparency.

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### Deliverables:

1. Meeting minutes that include defined objectives for the Comprehensive Plan, list of participating individuals and common goals

## INFORMATION GATHERING

### Task 2: Complete a Vulnerability Assessment

**Activities:** Identify climate hazards, future risk, and how they affect various planning areas within the Village. Create a matrix that analyzes such affects and determines the level of vulnerability.

Review existing studies to determine any projected changes in local climate as well as best responses to or mitigation techniques relating to such changes. Next, determine the impacts on various planning areas such as, but not limited to, the following:

- Major municipal and private buildings and facilities
- Transportation infrastructure
- Waste disposal systems
- Wastewater treatment infrastructure
- Drinking water sources and treatment processes
- Stormwater management
- Energy resources
- Parks and green areas
- Public health
- Agriculture and farming

- Tourism and other economic subdivisions
- Natural resource preservation

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#### Deliverables:

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1. Final analysis of findings

#### Task 3: Complete a Gap Analysis

**Activities:** Review current plans and projects completed by and for the Village. Based on the vulnerability assessment, outline characteristics that already focus on smart growth. Establish gaps in information and local regulations that must be addressed.

Create an analysis of existing plans and projects by outlining the aforementioned information.

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#### Deliverables:

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1. Analysis report of existing data (2 pages)

#### Task 4: Administer and Analyze Online Survey and Focus Groups

**Activities:** Create a survey instrument that will be distributed to residents. The selected consultant will analyze the data gathered from surveys and identify common themes and goals of the community. Focus groups will be determined based on this information.

An overall report will identify themes which will be utilized in the creation of the final Comprehensive Plan.

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#### Deliverables:

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1. Survey instrument
2. Focus group discussion and associated notes
3. Data analysis
4. Final report of themes and recommendations within the comprehensive plan

#### Task 5: Evaluate Existing Conditions

**Activities:** Identify existing conditions for the Village of Johnson City including current infrastructure, governance, economic development, and regulations.

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#### Deliverables:

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1. Existing Conditions chapter of the Comprehensive Plan and associated maps

### PLANNING FOR THE FUTURE

#### Task 6: Complete a Comprehensive Plan Draft for Public Comment

**Activities:** The Comprehensive Plan will be drafted in full with recommendations, existing condition analysis and other topics highlighted throughout survey and focus group responses. Information gathered in tasks 2-5 will help organize the plan by incorporating a community vision and smart growth principles.

By analyzing current conditions, surveys and focus group discussions, common themes and community needs are identified. The purpose of the comprehensive plan is to address such topics while updating any regulations that relate to smart growth. The recommendations proposed within the comprehensive plan will set a path for any future Zoning Law revisions.

The plan will aim to guide the town toward specific implementation projects in areas such as:

- Updating, revising and amending zoning
- Improving transportation systems
- Updating infrastructure

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**Deliverables:**

1. Fully drafted plan to be presented at a public meeting and made available for public comment
2. Revised plan with incorporated changes presented to the Village Board of Trustees for adoption

**Task 7: Evaluate and Prepare for Environmental Concerns**

**Activities:** Complete documents for a full SEQR review based on the assumption that the Village will seek adoption of the final Comprehensive Plan.

As a component of the comprehensive planning process, the selected consultant will work with the Village to complete a full SEQR review.

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**Deliverables:**

1. Full EAF Part I

## **Appendix B:**

- Proposal Sheet
- Professional Planning, Design and Engineering Services Questionnaire
- Areas of Expertise Form
- Subcontractor Insurance Requirements
- Iran Energy Sector Divestment Certification
- Statement of Non-Collusion
- W-9

**Village of Johnson City**  
**PROPOSAL SHEET**

PROFESSIONAL PLANNING AND DESIGN SERVICES:

\_\_\_\_\_ (fill in what is being done)

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

1. Hereinafter the Bidder, do hereby declare that they have carefully examined the REQUEST FOR PROPOSALS related to the project hereinafter described.

2. The Bidder hereby agrees to \_\_\_\_\_, pursuant to the specifications, and such \_\_\_\_\_ shall be \_\_\_\_\_.

\$ \_\_\_\_\_  
(Write in Numbers)

\_\_\_\_\_  
(Write in Words)

- A. The Bidder declares that he/she is a qualified firm for the project being bid.
- B. The Bidder further declares that the price stated above is to cover all expenses of every kind incidental to the design/engineering and construction management of said project.
- C. The Bidder further declares that he /she will execute the statement of Non-Collusion attached to and forming part of this bid.
- D. The Bidder further declares that he /she will execute the Iranian Energy Sector Divestment Certification attached to and forming part of this bid.
- E. The Bidder further agrees that he/she will execute and return the required form of contract and supply all required bonds and insurance within ten (10) days after the notice

of award is mailed to the Bidder. If he/ she fails to do so, the Board shall have the power to rescind said award. The Request for Proposals, Proposal, Specifications, Iranian Energy Sector Divestment Certification and Non-Collusion Statement will together form a part of said contract.

- F. The undersigned declares that the only persons interested in this proposal are as stated.
- G. The Village reserves the right to reject any or all bids.

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NAME OF BIDDER

(SEAL)

BY:

---

PRINT NAME OF OFFICER AND TITLE

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SIGNATURE OF OFFICER

**Village of Johnson City  
60 Lester Avenue  
Johnson City, NY 13790**

**PROFESSIONAL PLANNING & DESIGN QUESTIONNAIRE**

Firm Name: \_\_\_\_\_ Date \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

1. Provide a Company Profile that includes the following:
  - a. The size of the firm (number of employees)
  - b. A description of your firm's staffing plan to provide services in the required timeframe, and key personnel to provide services. Outline the resumes of key personnel who will be assigned to the project, including their years of experience and functions on this project
  - c. The number of years that the firm has been in business
  - d. The type of service the firm can provide (i.e., full service, limited service with subcontractors, etc.)
  - e. Identify any sub-consultants your firm intends to use to complete the project, including a summary of the organization, experience and technical skills.
  - f. The background of the firm
  - g. The location and address of the office from which the work for the Village is to be performed.
  - h. A description of any recent accomplishments of note (awards, etc.) that will help us understand your firm.
  - i. A description of your firm's approach to sustainable and high-performance design
  - j. Provide information about any other firm you may use to build your project team for this engagement.
  - k. Include a completed M/WBE utilization plan, demonstrating the extent to which the firm will utilize M/WBE Sub-consultants.
  - l. Describe your firm's approach and methodology for completing the design services, including a detailed work plan.
  - m. Provide any additional information that you think would help support your firm's qualifications and guide us in making our decision.
2. On a separate page list all of the municipalities you represent currently (minimum of three) or have represented in the past five years. Indicate the total dollar amount of the planning and design projects that you have completed with each municipality and a contact person (including phone number) for references.
3. Please complete the AREAS OF EXPERTISE form attached.

4. Will Project Manager or a firm designee familiar with the project be available to attend Board meetings and other special meetings, etc. without limitations (mostly evenings) when required?  
\_\_\_ Yes \_\_\_ No
5. Do you have any conflicts of interest or affiliations with employees of the Village that would prohibit or restrict your representation of the Village? \_\_\_ Yes \_\_\_ No If yes, please specify on a separate schedule.
6. List all legal proceedings, including arbitrations, mediations, lawsuits and claims arising out of your services that your firm, including any predecessor or related firm, has been a party to within the past 10 years and the results of the proceeding.
7. Please specify the liability insurance that you carry as well as all other insurances required in Appendix B.
8. Provide a detailed compensation schedule based upon the following services.
  - a. Completion of Design for the project set out in Appendix A
  - b. Chargeable Expenses and Cap, if applicable, for the project set out in Appendix A
  - c. Scope of work that will be subcontracted to other firms for the project set out in Appendix A
  - d. Descriptions for subcontractors, if applicable, for the project set out in Appendix A
  - e. Fees for any additional services
  - f. List of services for which there would be no additional charges
  - g. Provide an hourly rate schedule for Responder personnel by category.
  - h. Any additional information the Responder wishes to provide that will assist the Village in the comparison of fees.
9. Indicate which, if any, other firms you would be willing to work with on completing the Project, in the event the Village selects multiple firms.

## **AREAS OF EXPERTISE FORM**

For each of the following areas indicate: (use separate sheet if necessary)

|                                                                                                                                                     | Can you provide service in this area? | Do you have direct staff that will provide this? | How many in firm with direct expertise? | Comments: |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------|-----------------------------------------|-----------|
| Professional planning (i.e. strategic planning & data analysis)                                                                                     |                                       |                                                  |                                         |           |
| Architectural/<br>Engineering Services                                                                                                              |                                       |                                                  |                                         |           |
| Professional design                                                                                                                                 |                                       |                                                  |                                         |           |
| Electrical Design                                                                                                                                   |                                       |                                                  |                                         |           |
| General Site Work                                                                                                                                   |                                       |                                                  |                                         |           |
| Landscape Design                                                                                                                                    |                                       |                                                  |                                         |           |
| GIS Services                                                                                                                                        |                                       |                                                  |                                         |           |
| Federal- or State-funded projects where funding was on a reimbursement basis (in particular note if the funding agency was the Department of State) |                                       |                                                  |                                         |           |
| Historic Preservation                                                                                                                               |                                       |                                                  |                                         |           |
| Other Areas of Expertise Not Listed                                                                                                                 |                                       |                                                  |                                         |           |

## Insurance Requirements:

- Commercial General Liability Insurance with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 general aggregate. Such liability shall be written on the Insurance Service Office's (ISO) occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, owners & contractors protective, cross liability coverage, liability assumed in a contract (including the total liability of another assumed in a contract) and explosion, collapse & underground coverage.
  - 1) If such insurance contains an aggregate limit, it shall apply separately to this location.
  - 2) Umbrella Liability shall be the Maximum Limits available under the policy but no less than \$5,000,000 with the Aggregate limit of at least \$5,000,000. The Umbrella Liability has to provide Primary coverage over all the scheduled underlying policies including the coverage for the Per Project Aggregate and Additional Insureds.
- Where the Project described in the RFP includes the construction of any structure or building, a Builder's Risk Policy or Installation Floater Policy until the Project is completed and accepted in the amount of the total project cost.
- Rigging Floater, Minimum Limit \$500,000 for all Property owned by the Owner and Contractor in the service contractors care, custody & control.
- Workers Compensation, Employers Liability, and Disability Benefits for all Employees including Corporate Officers, Partners and Sole Proprietors. Workers Compensation Policy shall include the U.S. Longshore & Harbor Workers' Compensation Act endorsement.
- Commercial Automobile Liability Insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- Commercial Property Insurance or Equipment Floater Policy covering at a minimum, the perils insured under the ISO Special Clauses of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of the Department held in their care, custody and/or control.
- An Owners and Contractors Protective (OCP) will be provided by the Contractor with the Village of Johnson City as the Named Insured. The OCP limit should be \$1,000,000 with an Aggregate Limit of at least \$2,000,000.
- The Village of JC, Architect and Engineer and their Agents, Employees and Representatives or any other party required in the Village of JC contract are to be named as an Additional Insured on a Primary, Non-Contributory basis on all policies or Self-Insurance including Completed Operations with the exception of Workers Compensation or Professional Liability. A certificate of insurance will be provided when the contract is signed. The certificate will provide 10 days of notice of cancellation or non-renewal and copies of endorsements required by this Insurance agreement. The Contractor Waives all rights of Subrogation against the Village of JC and other parties required by any applicable contract documents and will have all policies endorsed setting forth this Waiver of Subrogation.

### **Iranian Energy Sector Divestment Certification:**

Please be advised that, The Iran Divestment Act of 2012 (effective April 12, 2012) is codified at State Finance Law ("SFL") 165-a and General Municipal Law ("GML") Section 103-9. The Iran Divestment Act, with certain exceptions, prohibits the Municipality from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Each bidder is required to certify at the time it submits its bid that it is not on a list of entities engaged in investment activities in Iran created by the Commissioner of the NYS Office of General Services pursuant to the State Finance Law.

Each bidder must hereby represent that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment". The bidder must affirm that, pursuant to Iranian Energy Sector Divestment Law, that bidder has not invested more than \$20 million in the Iranian energy sector.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The bidder shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid. Said certificate is a requirement of Section 103-g of the General Municipal Law. The Certification starts below.

**A bid shall not be considered for award nor shall any award be made where the bidder fails to submit a signed and verified bidder's certification.**

### **Certification Pursuant to Section 103-g of General Municipal Law** **IRANIAN ENERGY SECTOR DIVESTMENT**

1. Bidder hereby represents that said bidder is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Bidder has not:

a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every contractor submitting a bid in response to this request for bids must certify and affirm the following under penalties of perjury:

a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law"

4. Except as otherwise specifically provided herein, any bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder cannot make the certification as set forth in subdivision (a) above, the bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Municipality reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid to any bidder who cannot make the certification, on a case-by-case basis under the following circumstances:

a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

b) The Municipality has made a determination that the goods or services are necessary for the Municipality to perform its functions and that, absent such an exemption, the Municipality would be unable to obtain the goods or services for which the bid is offered. Such determination shall be made by the Municipality in writing and shall be a public document.

**BIDDER'S CERTIFICATION:**

☐ By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

☐ I am unable to certify that my name and the name of the bidder does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth, in detail, why I cannot so certify.

\_\_\_\_\_  
Signature Title

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

\_\_\_\_\_  
Date

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public  
Dated:



# Request for Taxpayer Identification Number and Certification

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

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

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |  |  |  |   |  |  |  |   |  |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number         |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  | - |  |
| or                             |  |  |  |   |  |  |  |   |  |
| Employer identification number |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  |   |  |

## 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.

|           |                            |        |
|-----------|----------------------------|--------|
| Sign Here | 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).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, 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).

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the 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 under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, 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 no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (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.

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

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

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

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

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

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

### Line 2

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

### Line 3

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

| IF the entity/person on line 1 is a(n) . . .                                                                                                                                                                                                                                                   | THEN check the box for . . .                                                                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| • Corporation                                                                                                                                                                                                                                                                                  | Corporation                                                                                                                     |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.                                                                                                                             | Individual/sole proprietor or single-member LLC                                                                                 |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership                                                                                                                                                                                                                                                                                  | Partnership                                                                                                                     |
| • Trust/estate                                                                                                                                                                                                                                                                                 | Trust/estate                                                                                                                    |

### 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 in line 4.

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

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

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                                                                                                                                                                          |
|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 7                                                                                                                                                                                |
| Broker transactions                                                                    | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4                                                                                                                                                                                     |
| Payments over \$600 required to be reported and direct sales over \$5,000 <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 Income, 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) written or printed on the line for a FATCA exemption code.

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

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

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

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

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

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

G—A real estate investment trust

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

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

A bank as defined in section 581

K—A broker

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

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

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

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

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). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *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 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. 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 SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if 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 Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor <sup>4</sup>                                                                                |
| 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                                                                                   |

| For this type of account:                                                                                                                                                                   | Give name and EIN of: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| 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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))                                          | The trust             |

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

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

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

<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.) Also see *Special rules for partnerships*, earlier.

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

For more information, see 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](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 1-800-366-4484. 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.

Visit [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 possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## **Appendix C:**

iDistrict Documentation can be found at the following links:

[Endicott-Johnson Industrial Spine Revitalization Strategy](#)

[iDistrict Design Guidelines \(page 30\)](#)