



HABERSHAM COUNTY
GEORGIA | Est. 1818

HABERSHAM COUNTY
Office of County Commissioners
130 Jacob's Way, Suite 302 Clarkesville, GA 30523
706-839-0200

www.habershamga.com

REQUEST FOR PROPOSALS

Habersham County Office of County Commissioners is soliciting proposals for
R/W Vegetation Control 2019-1 (137)

PROPOSALS DUE:

April 3, 2019
10:00 AM EST

SUBMIT PROPOSALS TO:

Habersham County
Purchasing, Finance Department
"R/W Vegetation Control 2019-1 (137)"
130 Jacob's Way, Suite 302
Clarkesville, GA 30523
purchasing@habershamga.com
706-839-0200



Office of County Commissioners
Project No. R/W Vegetation Control 2019-1 (137)
Proposal Due Wednesday April 3, 2019
10:00 AM EST

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RFP Timetable

Description	Date
RFP released	March 6, 2019
Deadline for proposal questions	March 29, 2019, at 2:00 PM EST
Submittal deadline	Wednesday April 3, 2019, at 10:00 AM EST
Tentative award date	April 15, 2019

Submittal Requirements

Each bidder must submit their proposal, enclosed in a sealed envelope or box, and marked with the bidders’ name, address and labeled: **“R/W Vegetation Control 2019-1 (137)”** and addressed to:

Habersham County
 Purchasing, Finance Department
 130 Jacob’s Way, Suite 302
 Clarkesville, GA 30523

Proposals shall be received no later than **10:00 AM, Wednesday April 3, 2019** at Habersham County’s Administration Building at 130 Jacob’s Way, Suite 302 Clarkesville, GA 30523, at which time and place all proposals will be publicly opened and acknowledged.

Hand delivered copies may be delivered to the above address ONLY between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Habersham County Government. For a complete listing of holidays please visit www.habershamga.com.

Addendums	Signature
Addendum 1	
Addendum 2	
Addendum 3	
Addendum 4	

Qualifications and Experience

Proposals must provide the following information to establish the qualifications and experience of the Bidder:

1. Certification that the Bidder or its officers or any predecessor companies are not under any part of the Bankruptcy Act nor ever filed under the Bankruptcy Act within the previous seven years. Additionally, bidder must have been in business one or more years.

Terms & Conditions

1. Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Habersham County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the improper designation.
2. Habersham County reserves the right to reject any and all proposals. The County will not discriminate against any vendor submitting a bid because of race, creed, color, national origin, or handicap.
3. Habersham County reserves the right to exercise discretion and apply its judgment with respect to all bid proposals submitted. The County also reserves the right to reject all proposals, either in part or in its entirety, or to request and obtain, from one or more of consulting firms submitting proposals, supplementary information as may be necessary for County staff to analyze the bids proposals.
4. Habersham County may elect to award a contract in multiple phases, as is deemed to be in the County's best interest. Should the County award projects in phases, the County reserves the right to award the phases to the same firm. All proposals submitted in response to the RFP become property of Habersham County and public records and will be subject to public view.
5. All proposals shall constitute, for a period of 90 calendar days from date of award, an irrevocable offer to provide the goods/services set forth in the specifications and proposal.
6. At no time shall the successful vendor reproduce Habersham County's logo, return address or any other identifying or proprietary information for any other purpose. Also, the vendor shall not use Habersham County in any advertisements without the written consent of the County.
7. Habersham County Government is tax exempt. The selected vendor will be provided with Habersham County's Sales and Use Tax Certificate of Exemption number upon request.
8. A complete IRS form W-9 must be submitted with the bid packet to be considered complete.

General Specifications

Habersham County is requesting bids from contractors licensed by the Georgia Department of Agriculture to provide herbicide spraying services on various roads throughout Habersham County. The estimated quantity for grass suppression is 67 centerline miles of paved roads. The estimated quantity of annual control of brush, woody and unwanted grasses is approximately 80 centerline miles of gravel roads. The spray width for paved roads will vary from 10-15 feet from the edge of pavement. The spray width for gravel roads will vary from 5-10 feet from the edge of the travel way. The contractor will be required to verify actual coverage areas prior to beginning work. Herbicides and surfactant should be combined and applied simultaneously as recommended by the manufacturer. Price is to include all costs incurred.

Scope of Work for Grass Suppression Program

- The intent of the suppression applications is to suppress seed head growth of grasses and eliminate undesirable weeds. A total kill is not acceptable. It is the desire of the County for this to be a no brownout program.
- Contractor will provide up to two (2) herbicide treatments per year. One Pre-emergent application and one post emergent application.
- Cycle No. 1 (Pre-emergent Application)
 - Timing: February
 - Pre-emergent Application Rates:
 - Accord XRT, or equivalent: 10 oz. per acre
 - Milestone VM, or equivalent: 3.5 oz. per acre
 - Oust, or equivalent: 1.5 oz. per acre
- Cycle No. 2 (Post-emergent Application)
 - Timing: June
 - Post-emergent Application Rates:
 - Plateau, or equivalent: 5 oz. per acre
 - Milestone VM, or equivalent: 1.3 oz. per acre
 - Spot Application where directed: Outrider, or equivalent: 1.3 oz. per acre with Accord XRT, or equivalent at 8 oz. per acre.

Scope of Work for Control of Brush, Woody Species, & Unwanted Grasses

- The intent of the control application will be to suppress all undesirable brush, woody species, and unwanted grasses for one year.
- Contractor will provide one (1) herbicide application per year that will control brush, woody species, and unwanted grasses for a one-year period.
- Cycle No. 1 (Only 1 Application per year)
 - Timing: April
 - Pre-emergent Application Rates:
 - Accord, or equivalent: 64 oz. per acre
 - Garlon 3A, or equivalent: 95 oz. per acre
 - Escort, or equivalent: 2 oz. per acre

Application of Herbicides

- Contractor will ensure the handling and application of each herbicide is performed by a current Georgia Department of Agriculture Application licenses, categories 26 (Aquatic Pest Control) and 27 (Right of Way Pest Control). Contractor must provide current copies of licenses for all employees who will work under the terms of this contract with bid proposal. A supervisor will always be required to be present when spraying is conducted. Contractor will provide the name and telephone numbers of all supervisors prior to starting work.
- Contractor will ensure that weather conditions are consistent for herbicide application as spraying during or immediately after a heavy rain fall or thunderstorm as this will weaken

the overall effectiveness of the herbicide. If wind is greater than 10 MPH and/or rain is imminent, spraying must cease until weather conditions are more favorable.

- Contractor will not allow drift. Do not use application when winds in the area exceed manufacturer's recommendation and the spray pattern cannot be kept on target. The spraying of residential or commercial property is prohibited. Contractor will be responsible for damage to private property owners or County excluded property if herbicide spray should damage such areas.
- Before applying the herbicides and adjuvants to be used, read herbicide label for additional information including: Safety Recommendations, Environmental Hazards, PPE Equipment Calibration, First Aid, and Directions for Safe Use. Contractor will verify areas that do not require spraying such as areas of Right of Way that is commonly maintained by private property owners.
- Contractor must maintain a daily log sheet of acres sprayed, herbicide rates, roads sprayed, and water usage. All information must be submitted to the County with the invoice at completion.

Safety

- Contractor will provide their own traffic control and strictly adhere to the Manual on Uniform Traffic Control Devices (MUTCD), current edition. Special attention should be given to Section 6H-17. No separate payment will be made for traffic control as it is incidental to the work.
- Contractor will be responsible for any accidental chemical spill and will maintain a spill plan and the truck will have a spill plan clean up kit on board. In the event of a spill the contractor will notify all appropriate environmental agencies and will be responsible for all cost and clean up associated with the spill.
- Equipment will be washed and cleaned daily to avoid contamination of weeds and seeds and other vegetation in other routes. Cleaning of equipment on right of way is prohibited.
- Night work is not permitted.
- Contractor will follow all OSHA and Federal Highway Administration Safety Regulations.
- **Contractor will comply with EPA and Georgia Department of Agriculture regulations.**
- **Contractor will be responsible for chemical handling, storage, and disposal.**

Questions, Interpretations, and Addenda

No inquiries or interpretation of meaning concerning this Request for Proposal will be made to any interested party orally. Every inquiry or request for interpretation should be made in writing via e-mail. All inquiries and requests for interpretation should be sent via e-mail to purchasing@habershamga.com. All questions and all answers will be posted on the website www.habershamga.com. It will be the responsibility of interested parties to periodically check the website for any new information. **It will be the responsibility of interested parties to periodically check the website for any new information and/or addenda.**

SPECIAL PROVISIONS

PROPOSAL GAURANTY: No proposal guaranty is required.

DELIVERY OF PROPOSAL: Each proposal shall be in a sealed envelope so marked as to identify the contents without being opened. Proposals will be received until the time and date set in the Notice to Contractors for opening and must be in the hands of the officials indicated by that time. Proposals received after the time established for opening of bids will be returned unopened to the Bidder.

AWARDS OF CONTRACT: If a contract is awarded, it will be awarded to the lowest responsible bidder whose Proposal shall have met all prescribed requirements. The Contract will be awarded, if at all, within 60 calendar days after opening of Proposals.

CANCELLATION OF AWARD: The County reserves the right to cancel the Award of any Contract at any time before the execution of said Contract by all parties without any liability against the County.

REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS: No performance or payment bonds will be necessary.

ON-CALL CONTRACT: This is an on-call contract. The contractor will not begin work until receiving formal notice from Habersham County of the locations and quantities of work at the bid price. Quantities may, or may not, be equal to the bidding quantity of miles. The contract will become effective at the approval and execution of the Board of Commissioners and expire 1 year (365 Days) after the date of approval and execution. The contract may be auto renewed for a 1-year term providing both parties wish to continue and no changes in the contract are necessary.

ALL BIDDERS MUST FURNISH PROOF OF LIABILITY INSURANCE AS WELL AS WORKER'S COMPENSATION AS REQUIRED BY STATE STATUTES:

PAYMENTS: Payment will be made to the contractor each calendar month based on the estimated amount of work complete in place and accepted.

NOTICE TO PROCEED: The contract is for providing on call services. Once the contractor receives formal notice to begin, the work shall begin within 10 days and shall be carried through to completion without unreasonable delays and without suspension of the work unless authorized in writing by the County. If there are unreasonable delays or unauthorized suspensions of the work, The County reserves the right to charge the Contractor, not as a

penalty, but as liquidated damages as prescribed by the current edition of the Georgia Department of Transportation Standard Specifications.

RETAINAGE: Retainage will not be withheld.

LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC:

Substitute the following:

RESPONSIBILITY FOR CLAIMS: The contractor shall indemnify and save harmless the County, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the said Contractor; or on account of or in consequence of any neglect in safe-guarding **THE WORK**; or through use of unacceptable materials in constructing **THE WORK**; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims or amount recovered from any infringements or patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree; and so much of the money due the said Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be withheld for use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.

TRAFFIC CONTROL DURING CONSTRUCTION:

Traffic Control during Construction shall be the sole responsibility of the Contractor

All Traffic Control Devices used during construction shall be in full compliance with the current edition of the Manual for Uniform Traffic Control Devices (MUTCD).

SERVICE REQUIREMENTS

Herbicide Applicator Supervisor Experience: Bidders shall appoint a representative or supervisor with a minimum of ten (10) years of experience as an applicator, bidder is required to submit a brief outline documenting this work experience with their bid. This supervisor must serve as the contact person for the County.

Bidder References: The bidding vegetation management company shall have at least three Georgia County customers, within 90 miles of the County to be treated, that the offeror supports as similar in scope and complexity as per the requirements of this specification. These existing customers shall be available for reference and their contact information included in document form with this proposal.

Disclosure of Services: In document form, Contractor must state they are indeed a Commercial Applicator. They must also acknowledge that the majority of their business is Commercial Application, and NOT one of the following: Manufacturer, Distributor, Wholesaler, Re-Wholesaler, or any other type of Retail Herbicide Enterprise that would create Conflicts of Interest with participating Commercial Application Companies.

Equipment Requirements: The equipment requirements shall be considered adequate by industry standards as a functional application apparatus. The Contractor shall be required to demonstrate that their equipment and operators are capable of applying an even and controlled application of materials to all areas of the right-of-way. Pictures of equipment must be submitted with this proposal.

All Spray Patterns or Outlets: All spray patterns or outlets shall have instantaneous shut-off valves immediately accessible to the spray operator from their operating position.

Flow Control Equipment: This spray technology is required to account for acres applied. It shall be electronically controlled and capable of delivering the specified chemical application rates on a per acre basis independent of vehicle ground speed.

INSURANCE REQUIREMENTS:

The Limits of Liability for the insurance by the General Conditions shall not be less than the following amounts:

A. WORKERS COMPENSATION:

- | | |
|--|--------------------|
| (1) State | <u>Statutory</u> |
| (2) Applicable Federal (e.g. Longshoreman's) | <u>Statutory</u> |
| (3) Employer's Liability | <u>\$1 Million</u> |

B. Comprehensive General Liability (including Contractual Liability, Premises-Operations; Independent Contractor's Protective; Products Liability - Completed Operations; Broad Form Property Damages):

- | | |
|--|--------------------|
| (1) General Aggregate (Except Products – Completed Operations) | <u>\$1 Million</u> |
| (2) Products – Completed Operations Aggregate | <u>\$1 Million</u> |
| (3) Personal and Advertising Injury (per Person/Organization) | <u>\$1 Million</u> |
| (4) Each Occurrence (Bodily Injury) | <u>\$25,000</u> |
| (5) Each Occurrence (Property Damage) | <u>\$50,000</u> |
| (6) Excess or Umbrella Liability | <u>\$1 Million</u> |
| a. General Aggregate | <u>\$1 Million</u> |
| b. Each Occurrence | <u>\$1 Million</u> |

NOTICE TO ALL BIDDERS: Certificates of Insurance must be available at the time contract is signed by the Board of Commissioners.

Project No. R/W Vegetation Control 2019-1 (137)

Schedule of Items

Item No.	Item Description	Unit	Approx. Qty.	Unit Price	Extended Item Cost
1	Cycle 1 Pre-emergent Application	Mile	67	.	.
2	Cycle 2 Post-emergent Application	Mile	67	.	.
3	Control of Brush, Woody Species, & Unwanted Grasses	Mile	80	.	.

TOTAL BASE BID _____

Submitted By: _____

Name of Corporation, Partnership, Individual

Address: _____

Signature of Duly Authorized Representative

SIGNATURE SHEET

PROJECT NO.: **R/W Vegetation Control 2019- 1 (137)**
HABERSHAM COUNTY

BID SUBMITTED

BY: _____
(Print Name of Firm)

CONTRACT EXECUTED ON BEHALF OF THE CONTRACTOR:

This the _____ Day of _____, 2019

BY: _____ TITLE _____

Printed Name of Official Signing Contract

WITNESS FOR THE
CONTRACTOR _____



CONTRACT EXECUTED ON BEHALF OF HABERSHAM COUNTY:

This the _____ Day of _____, 2019

BY: _____

Habersham County Commission Chairman

WITNESS FOR THE
COUNTY _____

CONTRACT ACCEPTED BY THE COUNTY ON _____, 2019

ATTEST: _____ COUNTY COMMISSION CLERK

Project: R/W Vegetation Control 2019-1 (137)

References

Vendors shall provide a list of at least three (3) references, where work done in Georgia and comparable in quality and scope to that specified has been performed within the past five (5) years. This list should include the names, phone number and email of the company/entity for which prior work was performed to contact these references. A negative reference may be grounds for disqualification of bid.

1.) Company/Entity: _____

Contact: _____

Phone
Number: _____

Email: _____

2.) Company/Entity: _____

Contact: _____

Phone
Number: _____

Email: _____

3.) Company/Entity: _____

Contact: _____

Phone
Number: _____

Email: _____

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the requirements.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That the bidder has liability insurance and a declaration of insurance form will be provided before the commencement of any work.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to **Wednesday, April 3, 2019** at 10:00 a.m. but may not be withdrawn after such date and time.

That Habersham County reserves the right to reject any or all bids and to accept that bid which will, in its opinion, best serve the public interest. Habersham County reserves the right to waive any technicalities and formalities in the bidding.

That by submission of this bid the bidder acknowledges that Habersham County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

If a partnership, a general partner must sign.

If a corporation, the authorized corporate officer(s) must sign and the corporate seal must be affixed to this bid.

BIDDER:

Name	Title
------	-------

Name	Title
------	-------

AFFIX CORPORATE SEAL (If Applicable)

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Habersham County. The bidders may be declared, by Habersham County, ineligible for further contracts with Habersham County until satisfactory proof of intent to comply shall be made by the vendor. The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE

TITLE

CONTRACTOR'S CERTIFICATON

DRUG- FREE WORKPLACE

STATE OF GEORGIA
HABERSHAM COUNTY

PROJECT NO. R/W Vegetation Control 2019-1 (137)

I hereby certify that I am a principle and duly authorized representative of

Whose address is _____

And that:

1. The provisions of Section 50-24-1 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the contractor's employee's during the performance of the contract; and,
3. Each subcontractor hired by the Prime Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The Prime Contractor shall secure from the subcontractor the following written certification: "As a part of the subcontracting agreement with _____ certifies to the Prime Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia annotated Section 50-24-3": and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale distribution, possession, or use of an uncontrolled substance or marijuana during the performance of the contract.

Date: _____

Signature

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any member of their firm, have in any way, directly or indirectly, entered into any arrangement or agreements with any other bidder, or with any public officer of the County whereby such affiant or affiants or either of them, has paid or is to pay to such bidder or public officer any sum of money, or has given, or is to give to such other bidder or public officer anything of value whatever; or such affiant of affiants or either of them has not, directly or indirectly; entered into any arrangement or agreement with any other bidder(s), which tends to, or does lessen or destroy free competition in the letter of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any understanding or agreement of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Contractor: _____

By: _____

Authorized Contractor Representative

This the _____ Day of _____, 2019

Notary Public: _____

My Commission Expires: _____, 20__ __



Office of County Commissioners
555 Monroe Street, Unit 20, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0219
www.habershamga.com

**STATE OF GEORGIA  PROGRAM VENDOR/CONTRACTOR
AFFIDAVIT AND AGREEMENT**

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies it's compliance with O.C.G.A 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Habersham County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date are as follows:

EEV / Basic Pilot Program User ID Number (E-Verify)

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent Signature

Contractor Address

Title of Authorized Officer or Agent of Contractor Above

Company / Contractor Name

Contractor City, State, Zip Code

Date of Contract between Contractor and Habersham County

Sworn to and subscribed before me

This _____ day of _____, 20____

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV I Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SSA).

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number										

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

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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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.

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.