



Office of County Commissioners
130 Jacob's Way, Suite 337, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0219
www.habershamga.com

REQUEST FOR BIDS

PROJECT NO 2023-03
CULVERT REPAIR AT SHERWOOD FOREST DRIVE
HABERSHAM COUNTY
LAND LOT 23, 12th DISTRICT

PROPOSALS DUE:

Wednesday, October 19, 2022
10:00am EST

SUBMIT BIDS TO:

Purchasing-Finance Department
Habersham County
130 Jacob's Way
Suite, 302
Clarkesville, GA 30523
purchasing@habershamga.com
(706) 839-0200



Office of County Commissioners
Project No. 2023-03 Sherwood Forest Culvert Repair
Proposal Due Wednesday, October 19, 2022
10:00 AM EST

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PROJECT DESCRIPTION AND GENERAL NOTES

PROJECT NO.: **2023-03** HABERSHAM COUNTY

PROJECT CONSISTS OF: REMOVE AND REPLACE EXISTING PIPE CULVERT. INCLUDES INSTALLATION OF NEW HEADWALL AND WINGWALLS AT EACH END, FILL AND GRADING TO MATCH EXISTING CONDITIONS, REMOVE AND REPLACE ASPHALT PAVEMENT, TRAFFIC CONTROL, AND INSTALLATION AND MAINTENANCE OF EROSION CONTROL MEASURES.

PROPOSAL GUARANTY: NOT LESS THAN FIVE (5) PERCENT OF THE TOTAL BID.

PERFORMANCE AND PAYMENT BONDS EACH IN A SUM EQUAL TO THE FULL AMOUNT OF THE BID WILL BE REQUIRED FOR THIS PROJECT.

NO PROPOSAL SHALL BE WITHDRAWN FOR A PERIOD OF SIXTY (60) DAYS FROM DATE OF BID OPENING.

BIDDER SHALL ENTER ALL UNIT PRICES, MAKE ALL EXTENSIONS AND TOTAL BID.

PROJECT COMPLETION DATE: **Wednesday, December 19, 2022 (4 weeks)**

NOTE: *All work on this project shall be in accordance with Plans, if any, Special provisions and the 2021 edition of the Georgia Department of Transportation Standard Specifications and current edition of any applicable Supplemental Specifications.*

SAMPLING AND TESTING: THE CONTRACTOR WILL BE RESPONSIBLE FOR TESTING AND FURNISHING CERTIFIED TEST REPORTS, INCLUDING COMPACTION TO THE COUNTY. THE SAMPLING AND TESTING SHALL BE IN ACCORDANCE WITH SECTION 400 – HOT MIX ASPHALTIC CONCRETE CONSTRUCTION SPECIAL PROVISION, SECTION 500 – CONCRETE STRUCTURES, AND THE CURRENT EDITION OF THE GEORGIA DEPARTMENT OF TRANSPORTATION SAMPLING, TESTING AND CONSTRUCTION MANUAL. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK BUT WILL BE INCLUDED IN THE BID PRICE FOR RELATED ITEMS.

Addendums	Signature
Addendum 1	
Addendum 2	
Addendum 3	
Addendum 4	
Addendum 5	

RFP Timetable

Description	Date
RFP Released	Wednesday, September 21, 2022
Mandatory Pre-Bid Meeting	Tuesday, September 27, 2022 at 10:00am, EST
Deadline for Proposal Questions	Wednesday, October 14, 2022 at 2:00pm, EST
Submittal deadline	Wednesday, October 19, 2022 at 10:00am, EST
Tentative award date	Wednesday, November 21, 2022
Project Completion Date	Wednesday, December 19, 2022 (4 weeks)

Bid Submittal Requirements

The **mandatory pre-bid** meeting will be held on Tuesday, September 27, 2022 at 10:00 AM at the project site; 382-408 Sherwood Forest Drive, Clarkesville, GA 30523.

Each bidder must submit their proposal, in a sealed envelope or box, and marked with the bidders' name and address labeled: **"2023-03"**, 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 EST, Wednesday October 19, 2022**, at Habersham County's Administration Building, Board of Commissioners Meeting Room, Room 211 located on the main level at 130 Jacob's Way, 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.

SPECIAL PROVISIONS

PROPOSAL GUARANTY: No proposal will be considered unless accompanied by a Proposal Guaranty consisting of a bid bond, certified check, or negotiable instrument in the amount of **Five (5) Percent** of the total bid received with each bid submitted as assurance that the bidder, upon acceptance of his/her bid, can execute such contractual documents as may be required within a specified period of time.

DELIVERY OF PROPOSAL: Each proposal together with the Proposal Guaranty 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.

RETURN OF PROPOSAL GUARANTY: All Proposal Guaranties except that of the lowest responsible Bidder will be returned immediately following the Award of the Contract. The Guaranty of the successful Bidder to whom the Award is made will be retained until the Contract Performance and Payment Bonds have been approved.

REQUIREMENTS OF PERFORMANCE AND PAYMENT BONDS: At the time of the execution of the Contract, and as part thereof, the successful Bidder shall furnish Performance and Payment Bonds each in the sum equal to 100 percent of the Contract. The Bonds shall be executed by the Contractor and a Surety Company acceptable to the County, and authorized to do business in the State of Georgia. In the event the bond is furnished by an out-of-state agent, it shall be countersigned by a Georgia resident agent in accordance with laws of Georgia.

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 as prescribed by the current edition of the Georgia Department of Transportation Standard Specifications.

NOTICE TO PROCEED: The work shall begin within 10 days after notification to begin work by the County 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 be withheld at the rate of ten (10) percent of the monetary value of the work completed until the project has reached Fifty (50) percent complete. At that time the retainage may be reduced to five (5) percent if the status of the work is satisfactory and approved by the Director.

Final Payment of the amounts withheld will not be made until the project has been satisfactorily completed and accepted by the Georgia Department of Transportation and/or Habersham County.

Retainage will not accrue interest.

**GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS,
SECTION 107 - LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC:**

Delete Sub-Section 107.15 and Substitute the following:

107.15 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.

GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SECTION 108.08 - Failure or Delay in Completing the Work on Time:

Any Liquidated Damages Assessed by the County for failure or delay in completing the Work on time shall be in accordance with Section 108.08 of the latest edition of the Georgia Department of Transportation Standard Specifications.

GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SECTION 150 – TRAFFIC CONTROL:

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).

Pilot Vehicles or reliable means of communication shall be used to control traffic through the construction area at all times unless other methods are approved by the Director.

The first application of Centerline Stripe (Paint) shall be applied at the end of each work day unless otherwise approved by the Director. Temporary marking and striping shall be incidental. The final application of the Centerline Stripe shall be applied no sooner than 30 days after the surface course is completed.

GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SECTION 161 – CONTROL OF SOIL EROSION AND SEDIMENTATION:

Modification of the current edition of the Georgia Department of Transportation Standard Specifications.

Retain as written and add the following:

All erosion control items not covered elsewhere in the contract shall be the responsibility of the contractor to meet the requirements of Chapter 7 of Title 12 of the Official Code of Georgia Annotated, The Erosion and Sediment Control Act of 1975, as amended.

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>\$2 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>\$3 Million</u>
a. General Aggregate	<u>\$3 Million</u>
b. Each Occurrence	<u>\$3 Million</u>

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

INSURANCE

ALL BIDDERS MUST FURNISH PROOF OF LIABILITY INSURANCE, WORKER'S COMPENSATION LIABILITY INSURANCE, AND ANY OTHER INSURANCE REQUIRED BY APPLICABLE STATE, FEDERAL, AND ADMINISTRATIVE LAW.

Such proof shall be submitted with the bid/proposal and show evidence of insurability satisfactory to Habersham County as to form and content. If the bid is selected by the County, the Bidder must maintain, at a minimum, the insurance policies and minimums indicated in the selected bid. If the Bidder maintains broader coverage and/or higher limits than shown in the bid, Habersham County shall be entitled to coverage for the higher limits maintained by the Bidder.

Any, and all, Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Habersham County. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

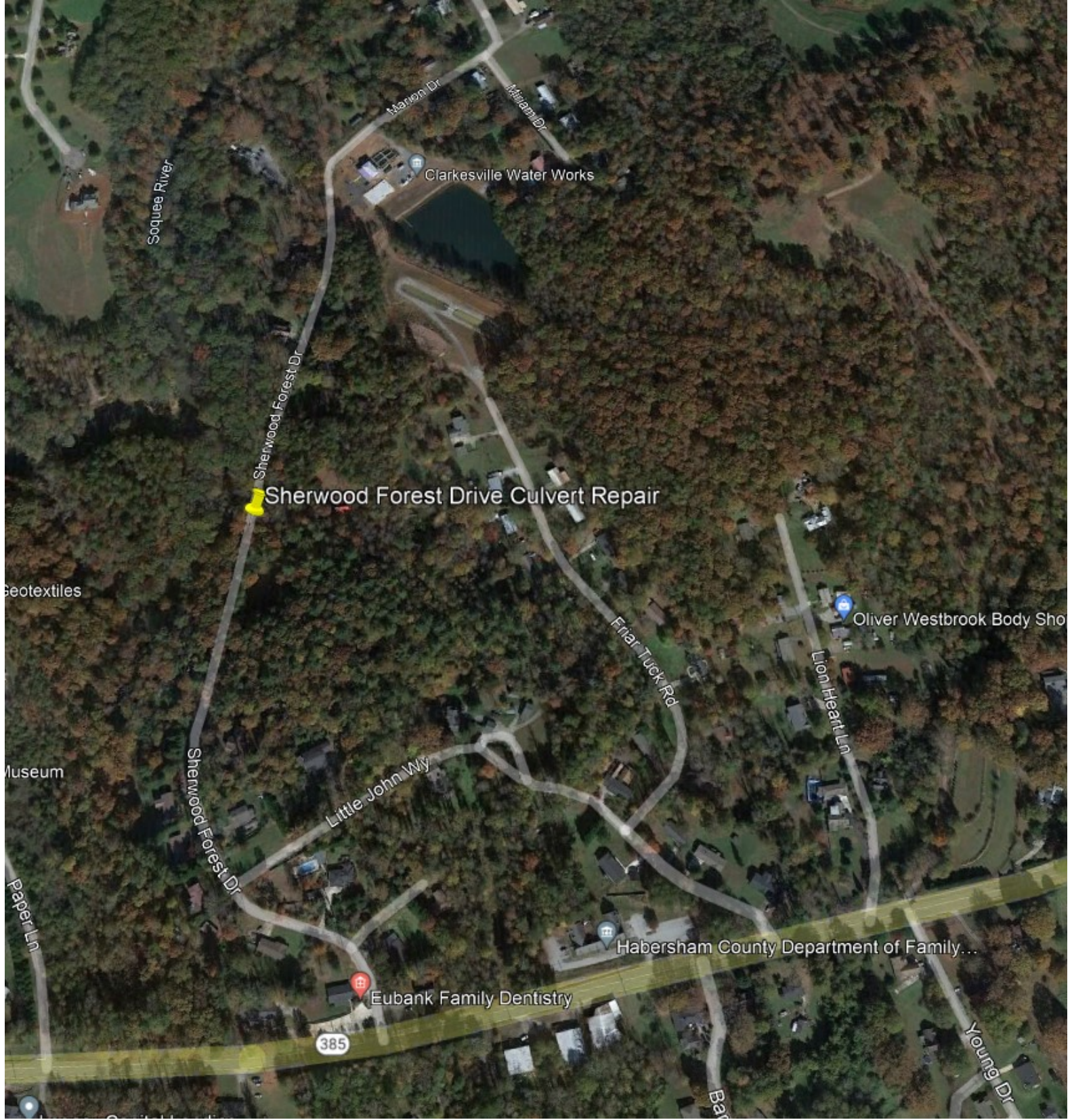
Bidder shall provide written notice to Habersham County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered.

Certificates of Insurance are to list Habersham County Government, its' Officers, Officials and Employees as an Additional Insured (except for Workers' Compensation and Professional Liability). This insurance shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Habersham County. If Habersham County shall so request, the Bidder will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The obligations for the Bidder to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Bidder from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

Questions, Interpretations and Addenda

No inquiries or interpretation of meaning concerning this Request for Bids 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 at 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 and/or addenda.**



Schedule of Items

Item No.	Item Description	Unit	Approx. Qty.	Unit Price	Extended Item Cost
150	Traffic Control	LS	1	\$ -	\$ -
163	Erosion Control	LS	1	\$ -	\$ -
207-0203	Found Bkfill Matl, TP II	CY	5,115	\$ -	\$ -
210-0100	Grading Complete	LS	1	\$ -	\$ -
310-5060	Gr Aggr Base Crs, 6 inch, Incl Matl	SY	63	\$ -	\$ -
402-3103	Recycled Asph. Conc. 9.5 Superpave, Type II, GP 2 Only, Incl. Bitum. Matl. & H Lime	TN	15	\$ -	\$ -
413-1000	Bituminous Tack Coat	GAL	4	\$ -	\$ -
500-3200	Class B Concrete	CY	6	\$ -	\$ -
511-1000	Bar Reinf Steel	LB	18.00	\$ -	\$ -
550-1480	Storm Drain Pipe, 48 in, H 1-10	LF	46.00	\$ -	\$ -
				\$ -	\$ -
					\$ -

TOTAL BASE BID _____

Submitted By: _____

Name of Corporation, Partnership, Individual

Address: _____

Signature of Duly Authorized Representative

SIGNATURE SHEET

PROJECT NO.: **2023-03**
HABERSHAM COUNTY

BID SUBMITTED

BY: _____
(Print Name of Firm)

CONTRACT EXECUTED ON BEHALF OF THE CONTRACTOR:

This the _____ Day of _____, 2022

BY: _____ TITLE _____
Printed Name of Official Signing Contract

WITNESS FOR THE
CONTRACTOR _____

.....
CONTRACT EXECUTED ON BEHALF OF HABERSHAM COUNTY:

This the _____ Day of _____, 2022

BY: _____
Habersham County Commission Chairman

WITNESS FOR THE
COUNTY _____

CONTRACT ACCEPTED BY THE COUNTY ON _____, 2022

ATTEST: _____ COUNTY COMMISSION CLERK

Project Summary Sheet
Project No. 2023-03

Co. Rd. No.	Road Name	Begin	End	Length	Description of Work
279	Sherwood Forest Dr.	Sta 0+00	Sta 0+50	50 ft	Remove & Replace Existing Pipe Culvert Including Traffic Control, Fill & Grading, Pavement, Erosion Control, COMPLETE

Summary of Quantities
 Project No. 2023-03 Habersham County

ID No.	County Road Name and Number	Traffic Control (LS)	Class B Concrete (CY)	6 In. GAB (SY)	Asph. Conc. 9.5 MM (#200) (TN)	Bitum Tack Coat (GAL)	Traffic Stripe, 5" White (LM)	Traffic Stripe, 5" Yellow (LF)	Skip Traffic Stripe 5" Yellow (GLM)	Remove and Replace Pipe Culvert Incl. Fill & Grading, Headwalls & Wingwalls, Erosion Control (LS)	Remove and Replace Asphalt Pavement (SF)
1	Sherwood Forest Dr. / 279	1	6	70	8	40	0.00	60.00	0.00	1	510
Total		1	6	70	8	40	0.00	60.00	0.00	1	510

TYPICAL DETAILS & SECTIONS
PROJECT NO. 2023-03 HABERSHAM COUNTY

1. Reference project plans dated June 8, 2022, by Foothills Land Design (sheets 1-3).
2. Reference survey topo plan dated May 13, 2022, by Davidson Land Surveying, Inc. (Drawing No. 22-096)
3. Reference GDOT Construction Standard Number 1001b and Number 1030d, sheets 1-3

BIDDERS DECLARATION

Project Number 2023-03
Habersham County

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, October 19, 2022** 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. 2023-03

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



Office of County Commissioners
130 Jacob's Way, Suite 337, Clarkesville, GA 30523
706-839-0200 Fax: 706-839-0219
www.habershamga.com

STATE OF GEORGIA

E-Verify 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 ▶
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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.