



HABERSHAM COUNTY
GEORGIA | Est. 1818

HABERSHAM COUNTY
Office of County Commissioners
130 Jacobs 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
Parks and Recreation Concession Services

PROPOSALS DUE:

March 15, 2023
2:00 PM EST

SUBMIT PROPOSALS TO:

Habersham County
Purchasing, Finance Department
“Parks and Recreation Concession Services”
130 Jacobs Way, Suite 302
Clarkesville, GA 30523
purchasing@habershamga.com
706-839-0200



**Office of County Commissioners
Parks and Recreation Concession Services
Proposal Due Wednesday May 15, 2023
2:00 PM EST**

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RFP Timetable

Description	Date
RFP released	March 1, 2023
Deadline for proposal questions	March 10, 2023, at 5:00 PM EST
Submittal deadline	March 15, 2023, at 2:00 PM EST
Tentative award date	March 20, 2023

Submittal Requirements

Each bidder must submit their proposal, enclosed in a sealed envelope or box, and marked with the bidders' name, address and labeled: **"Parks and Recreation Concession Services"** and addressed to:

Habersham County
Purchasing, Finance Department
130 Jacobs Way, Suite 302
Clarkesville, GA 30523

Proposals shall be received no later than **2:00 PM, Wednesday March 15, 2023**, at Habersham County's Administration Building at 130 Jacobs 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 8:00 AM and 5:00 PM, Monday through Friday, to the Board of Commissioners Office, Room No. 337 located on the top floor, excluding holidays observed by the Habersham County Board of Commissioners. For a complete listing of holidays, please visit <http://www.habershamga.com>.

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.
2. Provide a listing of relative experience and services similar in nature, with emphasis on projects similar in scope or characteristics to that proposed for Habersham County. Provide three (3) similar facilities completed in the last 5 years with photo, size, construction cost, year completed, team members. Provide client reference with current phone numbers and e-mail addresses.
3. Provide a summary of qualifications, specific and general, of the company, and the resume of the person to be assigned to the project.

Terms & Conditions

1. The initial term of a contract awarded as a result of this RFP shall be from award date through a 12-month period. The contract may be renewed according to the terms stated herein for two (2) additional one (1) year periods. Additionally, Habersham County has the right to cancel this contract with 60 days written notice upon unsatisfactory services.
2. 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.

3. 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.
4. Habersham County encourages all proposers to promote opportunities for diverse business, including Minority Business Enterprises (“MBE”), Female Business Enterprises (“FBE”), and Small Business Enterprises (“SBE”) to be included as sub-consultants and/or vendors. However, nothing herein should be construed to indicate that a MBE, FBE, or SBE may not apply and be selected independently, MBEs, FBEs, and SBEs that meet qualifications of this RFP are encouraged to submit their proposals for consideration.
5. 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.
6. 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.
7. All proposals shall constitute, for a period of 90 calendar days, an irrevocable offer to provide the goods/services set forth in the specifications and proposal.
8. 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. Refer to http://www.habershamga.com/document_center.cfm?fid=277&ysnDC=1 to download a copy of the Application for Permission to Use County Logo.
9. 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.
10. All bidders will be required to provide a Certificate of Insurance as proof of insurance and Workman’s Compensation Insurance while under contract with Habersham County. Workman’s Compensation Insurance should be as required by the State of Georgia.
11. Information provided within the bidder’s proposal are subject to open records request per Georgia Law. For more information, please visit <http://www.habershamga.com/open-records-request.cfm>.
12. Habersham County follows the purchasing policies and procedures adopted on December 14, 2015 through Habersham County Ordinance to Chapter 1, Article 4, Division 2. Refer to

http://www.habershamga.com/document_center.cfm?fid=339&synDC=1 for complete document.

Insurance Coverage Requirements

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 and Interpretations

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. Pre-awarded protests should be handled in the same manner as defined in Section 3: Purchases Requiring a Bid, 3) Bid Award; d. of the Habersham County Purchasing Policies and Procedures.

Scope of Services

The intent of this RFP is to establish a Concession company (“Concessionaire”) to provide, operate, and manage Concession Services for Habersham County Parks and Recreation Department at several different locations. This RFP is intended to encourage vendors to clearly show that they are qualified to provide food and beverages services in a consistent and revenue-positive manner. Each bidder must clearly identify their knowledge of concession operations, food safety practices, contract relations, and demonstrate financial stability.

The successful bidder will also be expected to keep concession areas clean and provide cleanup efforts to their assigned locations. The County will award agreements to concessionaires that best demonstrate the ability to provide a healthy, innovative, affordable service to park patrons.

Requirements and needs of Habersham County Parks and Recreation Department are outlined in this RFP.

Scope of Work

Concession operations are an integral component of the park system that supports an enjoyable and convenient service to park patrons. The available concession locations are as follows:

Ruby Fulbright Aquatic Center

The normal hours of operations at the Ruby Fulbright Aquatic Center is Monday through Thursday 6:00 AM to 9:00 PM, Friday 6:00 AM to 6:00 PM, and Saturday 9:00 AM to 3:00 PM.

- Address: 120 Paul Franklin Road, Clarkesville, GA 30523
- Description: Public swimming pool, two (2) basketball courts, and a fitness center.
- Ruby Fulbright Aquatic Center offers a concession area complete with countertops, sinks, serving window, and electrical outlets.
- Swim meets are held approximately during the months of November through January.

Aquatic Center Fields

These fields are located behind the Ruby Fulbright Aquatic Center. The fields are open to the public on a first come first served basis during the off season. Baseball and softball games will be scheduled on these fields during the spring and fall seasons and potential tournaments will be held at this location.

- Address: 120 Paul Franklin Road, Clarkesville, GA 30523
- Description: Four (4) baseball/softball fields, two (2) full size football/soccer fields, two (2) tennis courts, and (6) pickleball courts.
- Aquatic Center Baseball/Softball Fields offer a concession area complete with countertops, sinks, serving window, and electrical outlets located in the center of the four fields. The soccer field offers a small concession area that is not currently set up for concession but could be in the future.
- This location could host softball/baseball tournaments; as well as pickleball tournaments.

Diamond Memorial Fields

These fields are open to the public on a first come first served basis during the off season. Baseball and softball games will be scheduled on these fields during the spring and fall season. Potential tournaments will be held at this location.

- Address: 4235 Toccoa Hwy, Clarkesville, GA 30523
- Description: Four (4) baseball/softball fields and two (2) t-ball fields.
- Diamond Memorial Fields offer a concession area complete with countertops, sinks, serving window, and electrical outlets located in the center of the fields.

- This location could host softball/baseball tournaments.

Fairgrounds Soccer Field

This field is owned and maintained by Habersham County Board of Commissioners, but the soccer program is run by Rapids Futbol Club.

- Address: 4235 Toccoa Hwy, Clarkesville, GA 30523
- Description: One (1) soccer field.
- Fairground Soccer Field offers a concession area complete with countertops, sinks, serving window, and electrical outlets located on the side of the field. This concession stand is not currently being utilized for concession services but could be utilized in the future.

Baseball and Softball Concession Operations:

Open during tournament and league season which is during the months of March through October with the peak season being the months of May through August. The Concessionaire will open a minimum of one-half hour prior to all sporting events. The Concessionaire will close following the final game scheduled for the day, or at 10:00 PM, or at the end of the sixth inning of the final game if play extends past 10:00 PM. Alternate hours may be approved by the director of Parks and Recreation or his/her designee.

Tournaments and League Play:

Habersham County will provide the vendor a schedule of tournaments and league play annually.

Responsibility of Concessionaire

1. Ensure the concession stand operations shall meet all requirements as set forth by the State of Georgia Department of Health and Human Services for Limited Foodservice Establishments. It is the responsibility of the Concessionaire to ensure that the facility meets the guidelines for Limited Food Service Establishments.
2. Agree to accept all responsibility and liability regarding the Foodservice operation. This responsibility includes but is not limited to, proper cleaning and sanitizing of the concession stand and all utensils, as well as, properly preparing, handling, and storing all food items so as not to propose a health risk to the general public.
3. Will provide all equipment, supplies, items and articles necessary for provision of concession stand (other than items specified in Responsibility of Habersham County).
4. Will not hold Habersham County Board of Commissioners or any of its employees responsible in the event of injuries to persons who operate the concession stand.
5. Will hold Habersham County Board of Commissioners harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against Habersham County Board of Commissioners for reasons associated with the concession operations.
6. Agrees to maintain the concession stand in a clean, sanitary and safe condition and leave the concession stand in the state of cleanliness in which it was found. The Concessionaire shall accept responsibility for any repairs necessitated by the negligence or willful acts of the Concessionaire’s agents, volunteers or invitees. Any repairs necessary due to the latter should be planned, coordinated and executed with the assistance of the Habersham County Board of Commissioners.

7. Agrees to operate concession stand for all approved Habersham County Board of Commissioners programs during the time of the contract. Operation of concession stand during non-Habersham County Board of Commissioners events is allowed as long as approved by Habersham County staff. The Concessionaire will operate on any other mutually agreed upon day. The Concessionaire will open a minimum of one-half hour prior to all sporting events. The Concessionaire will close following the final game scheduled for the day, or at 10:00 PM, or at the end of the sixth inning of the final game if play extends past 10:00 PM. Alternate hours may be approved by the director of Parks and Recreation or his/her designee.
8. Special Events/Programs that Habersham County Board of Commissioners host will not be included in the contract. Special events and programs will be on a case-by-case basis and Habersham County staff will inform the concessionaire if there is an opportunity during these events/programs.
9. The Concessionaire is expected to operate on all baseball/softball tournament dates. However, should a tournament host/group request operation or control of the cession stand during that tournament, the concessionaire has first right of refusal. The tournament host/group will only be given permission to rent and operate the concession stand if the concessionaire opts not to run the concession stand himself/herself.
10. Shall provide concession services in a manner that adequately serves the total abled/disabled public wishing to utilize the service. Discriminatory methods of operation will not be tolerated.
11. Will notify the Habersham County Board of Commissioners if the need to cancel scheduled services at least fourteen (14) days prior to the service date(s). Habersham County Board of Commissioners may elect to refuse future contracts to the Concessionaire canceling service and has the right to obtain service from another vendor for that time period with no recourse from the concessionaire.
12. Shall conform to and abide by all park/usage policies, and County ordinances, all state and federal laws and regulations that are applicable to public park concession sales and instructions from the Habersham County Board of Commissioners staff.
13. Concession workers coming in contact with the public should be courteous, polite and helpful to the park and concession patrons; concession works should not be minors unless directly supervised by an adult concession worker.
14. Agrees to honor any vendor contracts or concession-related obligations of Habersham County Board of Commissioners.
15. Understands and agrees that the sale of alcohol and/or tobacco products is not allowed. The Concessionaire shall submit a list of all products for sale with prices to the Habersham County Board of Commissioner's staff with his/her proposals and for approval prior to usage. Any change in pricing proposed during the contract must be approved by Habersham County Board of Commissioner staff. Habersham County has the right of final approval of menu and pricing. Habersham County reserves the right to cancel the contract of any Concessionaire charging prices deemed unreasonable.
16. Agrees Habersham County Board of Commissioners is entitled to 25% of gross receipts of sales in which the concession stands are open. These terms can be modified during the period of this

contact if both parties agree to them. Shall submit a sales report and invoice to Habersham County Board of Commissioners on a monthly basis. The sales report is due no later than the 15th day of the month following the report month and must be accompanied by an invoice of payment due for Concessionaire's portion of gross receipts of sales.

17. Must operate Habersham County Board of Commissioners point of sale software (RecDesk) system. All card transactions are deposited to Habersham County's bank account. At the end of each month, Habersham County Recreation will run a report showing payments made to account. If the payments do not meet the 25% owed to the County, Concessionaire will be responsible for paying remaining amount by the 15th of each month. If amount in account exceeds 25%, Habersham County will pay Concessionaire the difference via invoice received.
18. If payment is not received by the 15th day of the month following the report month, a fee of \$100.00 will be assessed to the Concessionaire for each month that payment is not received and/or late.
19. If Habersham County Board of Commissioners terminates the contract and keys are not returned by the specified date, the Concessionaire will be charged a fee to replace the locks and keys to the concession stand.

Habersham County's Responsibility

1. Will provide all available utilities including power, water, and sewage at no charge to the Lessee for the duration of the agreement set forth.
2. Will provide point of sale software system (RecDesk) monitored by Habersham County Recreation.
3. Shall be responsible for maintenance of the structure, plumbing, exterior walls, roofs, exterior and interior doors, interior electrical and any other repairs.
4. Will provide Concessionaire with schedules of games, events, and tournaments during the time of the contract. Notification of rescheduled games, events, and tournaments will be given to the Concessionaire as soon as dates are confirmed.
5. Reserves the right to conduct random, unscheduled inspections and/or to request a financial report of concession operations at any time deemed necessary.
6. Reserves the right to order the removal of any item sold or kept for sale that is judged to be inappropriate by Habersham County Board of Commissioners.
7. Will provide any and all equipment already currently located at each concession location. This includes but is not limited to drink coolers and refrigerators.



**Pricing Sheet
Request for Proposal**

Quoting Company: _____
 Company Representative: _____
 Company Address: _____
 Company Phone Number: _____

I would like to submit my proposed monthly fee along with menu and prices for the following location(s) at 25% of gross receipts of sales per month:

	YES	NO
1. Ruby Fulbright Aquatic Center	_____	_____
2. Aquatic Center Fields	_____	_____
3. Diamond Memorial Fields	_____	_____
4. Fairgrounds Soccer Field	_____	_____

I agree to all terms and expectations of the above quote specification and hereby submit this as our official bid.

Signature of authorized company representative

Date

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 **May 15, 2023 at 2:00 p.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)

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm, _____
Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any office of Habersham County or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of Habersham County or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME _____

SIGNATURE _____

TITLE _____

Subscribed and sworn to before me this _____ day of 20__

NOTARY PUBLIC

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



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 ▶
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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.