



Catch Basin Cleaning Services Sealed Bid (Bid # 2014-015) Town of Salem

PURCHASING DEPARTMENT
Christine Wholley, Purchasing Agent
603-890-2090 fax 603-890-2091
cawholley@ci.salem.nh.us

Keith Hickey, Town Manager

Prepared for and in coordination with the
Public Works Department
Rick Russell, Public Works Director
603-890-2154 fax 603-890-3882
rrussell@ci.salem.nh.us

**COMPETITIVE SEALED BIDS FOR
Catch Basin Services (Cleaning) Bid September 2014**

It is the intent of the Town of Salem, New Hampshire to engage the services of a qualified firm to provide the town with the following product(s) or services to be purchased.

Sealed bids must be received no later than September 3 2014 at or before 11:00am from interested firms, to be eligible for consideration by the town. Each bid will be submitted in a sealed envelope which is clearly marked **“Bid # 2014-015 Catch Basin Bid”**

All sealed bids received will be considered confidential and not available for public review until after the bid opening on September 3rd 2014 at 11:00am.

Sealed bids and all correspondence relating to this ITB shall be submitted to:

Christine Wholley
Purchasing Agent
Town of Salem
33 Geremonty Drive
Salem NH 03079

Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Christine Wholley, Purchasing Agent at 603-890-2090 or cawholley@ci.salem.nh.us. Bid documents may be picked up at the office of the Purchasing Agent at the above address during the following business hours: Monday to Thursday 8:30 am to 2:00 pm and Friday 8:30am -12:00pm. Please visit our website to download a copy of this Bid-2014-015 www.townofsalemnh.org Finance-Purchasing /bids-proposals. Copies will not be faxed.

(1) One original and (1) One copy is required and must be received at the above address no later than September 3rd 2014 on or before 11:00 AM, late bids will not be considered.

Each Proposal shall be accompanied by a certified check or bid bond in the amount of (5%) of the total proposal and made payable to the Town of Salem, New Hampshire. Said bond or certified check will be forfeited in the event that the form of contract is not executed. Bonds must be written by a company duly licensed to conduct business in the State of New Hampshire.

Each successful proposer will be required to furnish a performance bond and a separate payment bond in the amount of one hundred percent (100%) of the proposal submitted.

Bid security will be returned to unsuccessful bidders within two (2) weeks after award of the contract. If the successful bidder fails to execute the Contract within ten (10) working days after the award of the Contract is issued, the (5%) bid deposit shall be forfeited to and retained by the Town of Salem, NH as liquidated damages.

The Town reserves the right to reject any or all bids/proposals or any part thereof, to waive any informality or information in the bids/proposals, and to accept the bid /proposal considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid/proposal as non-responsive subject for disqualification.



Town of Salem, New Hampshire

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Notice To Qualified Firms

*Do not alter bid documents in any way

***** If you are a qualified bidder and you obtain these documents from the town's website, you must send an email to cawholley@ci.salem.nh.us to acknowledge you received these bid documents. Failure to email us will result in immediate disqualification of any bid that is submitted.

If you wish to offer comments, additional information or alternate bids, please do below or on a separate sheet and attach it to the bid sheet.

- _____
- _____
- _____
- _____

The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to submit a bid/proposal.

Please don't hesitate to call me if you need any additional information.
Christine Wholley, Purchasing Agent (603) 890-2090

For specification information please contact
Rick Russell, Public Works Director (603) 890-2150

The Town of Salem reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration.

DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.



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Specifications Exception Form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to ferret out information concerning the materials, which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below.

Bids/proposals on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed _____
I DO meet specifications

Signed _____
I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

Failure to submit this form with your Bid/Proposal response may result in your Bid/Proposal being rejected as unresponsive.



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BIDDING REQUIREMENTS AND CONDITIONS

Approximate Quantities for Comparing Proposals: The quantities as given in the Form of Proposal attached hereto are only approximate and are assumed solely for the comparison of proposals. They are not guaranteed to be accurate statements or estimates of the quantities of work that are to be performed under this Contract and any departure there from, will not be accepted as valid grounds for any claims for damages or for loss of profits.

The Town specifically reserves the right to delete any portion of the work, if desirable, to keep expenditures within available funds. The total proposal representing the sum of the estimated quantities times the unit prices bid, will be used as the basis for comparison of bids.

Signatures of Bidders: The firm corporate or individual name of the bidder must be signed by the bidder in the space provided for the signatures on the proposal blank. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the case of partnership, the signature of at least a majority of the partners must follow the firm name, using the term "member of the firm". In case of an individual, use the term "doing business as ..." or "sole owner". The bidder shall further state in his proposal, the name and address of each person or corporation interested therein.

Qualification of Bidders: The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the required service and the bidder shall furnish to the Town, all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

In order for the Town to evaluate the bidder's experience and ability to perform the proposed services, he must submit:

Evidence that the bidder has at least three (3) years' experience performing this type of work for other municipalities.

List of clients for whom the bidder is or has performed this service, including names and phone numbers of contacts.

The bidder must provide with the bid a detailed description of the equipment and personnel available for the contract.

Failure to provide sufficient information with the bid to convince the Town that the contractor has adequate means to execute the contract will be sufficient grounds for rejection of the bid as determined by the Town.

Contractor Information

The contractor is required to clean a minimum of 1,900 basins by **November 15, 2014**, or until funding is depleted.

The contractor will not sub contract out any portion of the work without written permission from the Department of Public Works.

The foregoing required minimum number of basins may only be reduced for good cause, such as inclement weather, and only upon written authorization from the Public Works Director or his designee, which the Town, in its sole discretion, may grant or deny.

Award of Contract: Proposals will be compared on the basis of the bidder's experience, ability to perform the proposed services and the schedule of quantities comprising all items at the unit prices bid and will be awarded to that responsible and qualified bidder whose bid totals the lowest number of dollars.

Execution of Contract: The bidder to whom the contract may be awarded will be required to execute a written contract with approved sureties within ten (10) days from the date of the Service of Notice to that effect. A bidder to whom a contract is awarded and who is a corporate body shall furnish at the time of the execution of the contract, a resolution of the directors of the corporation bearing the seal of the corporation evidencing authority of the officer signing the contract to do so. A copy of this proof shall be attached to each of the contracts. A bidder to whom a contract is awarded shall also furnish the Town with a copy of his federal identification number at the time of the execution of the contract. If an individual, a copy of the social security card, tax deposit slip or tax form label will suffice. If a corporation, a copy of an IRS tax form label will suffice.

Liability Insurance: The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be as set forth in the Contract Agreement attached hereto. See page 13.

Workmen's Compensation: The contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and in case any work is sublet, the Contractor shall require the subcontractor, similarly, to provide workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected. See page 13.

Contract Duration: The contract period will begin on or about October 1, 2014, and will be completed by **November 15, 2014**, or until allocated funds has been expended.

Payment: Invoices submitted will be paid net 30 days.

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SPECIFICATIONS/SCOPE OF WORK

Contractor must have (clam or vacuum type) cleaning equipment specifically designed for catch basin cleaning as stipulated in the contract based on unit pricing determined from the bid price.

Contractor will be required to clean catch basins in areas of the Town as designated by Public Works Director or his designee. Work will be done in designated water sheds routes as outlined on maps provided by the Town. Work areas will be assigned on Friday for work to be done the following week.

The contractor will keep records on forms/maps provided by the Department of Public Works showing areas cleaned, number of catch basins cleaned, and number of truck loads. Each basins cleaned must be spray painted in the upper right-hand corner with paint supplied by the Town. Basin will be deemed sufficiently cleaned after inspection by DPW employee assigned to inspection.

Payment; based on a per basin rate as bid, which includes equipment rental and the necessary operational crews, as well as insurance, permits, etc.

The Town will not be charged for travel to and from the Town.

The Town will not be charged for downtime of the equipment or breaks for the operators.

Water for the equipment if required for catch basin cleaning will be provided by the Town at two designated locations the DPW Yard on Cross Street and the Water Treatment Plant on North Policy Street unless prior written approval is obtained from the Salem Director of Public Works or his designee.

The contractor will be allowed to dump the cleaning debris at a location or locations designated by the Public Works Director or his designee at the site of the Shannon Road Transfer Station or other locations within the Town at no additional charge to Town of Salem.

The contractor will provide a verbal report at the end of each day to the Public Works Director or his designee and a written report weekly of any damaged catch basins that require repairs.

**HOURS OF WORK IN THE TOWN WILL BE BETWEEN THE HOURS OF 7:00AM AND 5:00PM
MONDAY THRU FRIDAY UNLESS OTHER ARRANGEMENTS ARE ALLOWED BY THE DIRECTOR
OF PUBLIC WORKS OR HIS DESIGNEE ONLY. NO HOLIDAY WORK.**

The contractor will be allowed to park his equipment on Town property during non-work hours at locations designated by the Town. However, neither the Town nor the Department accepts responsibility for the safety of the equipment.

Work will be continuous as noted above, to the limit of the available funds.

**LIQUIDATED DAMAGES MAY BE ASSESSED FOR EACH DAY INCLUDING SATURDAYS, SUNDAYS
AND HOLIDAYS IN THE AMOUNT OF \$250 PER DAY STARTING ON NOVEMBER 15, 2014 UNTIL
SUCH TIME THAT ALL WORK IS SATISFACTORILY COMPLETED.**

Form for General Bid

In compliance with all specifications enclosed the Bidder hereby proposes to perform all services in strict accordance with the contract documents provided. This Scope of work listed in the enclosed specifications must be completed by the date and time specified at the prices stated below.

- _____
Proposal Submitted by (Business Name)
- _____
Title of person authorized to sign proposals
- _____
Name of person authorized to sign proposals (printed)
- _____
Signature of person authorized to sign proposals
- Business Phone _____ Business Fax _____
- Business Address _____ Date _____
- Business Email _____
- Business Type _____ (Individual, Partnership, Corporation etc.)

The undersigned proposes to furnish all the labor and materials required in accordance with the accompanying specifications to clean debris from catch basins within the Town of Salem, NH for the Contract price specified below, and according to the terms of the Specifications.

Estimated Quantity: 1,900 according to bid results and allocated funds.

Brief Description: Catch basin cleaning and disposal of debris at Town of Salem, NH Transfer Station on Shannon Road or other designated site within the town.

BID UNIT PRICE IS FOR EACH BASIN BY EITHER METHOD (CLAM OR VACUUM). TOWN IS REQUESTING PRICES FOR BOTH METHODS BUT CONTRACTOR MAY SUBMIT PRICES FOR EITHER OR BOTH METHODS. FINAL METHOD WILL BE DETERMINED BY TOWN BASED ON FUNDS AVAILABLE TO CLEAN THE APPROXIMATE ESTIMATED QUANTITY SHOWN ABOVE.

Unit Price per Catch Basin **CLAM** type method:

Words: _____

Figures: \$ _____

Total Price:

Words: _____

Figures: \$ _____

Unit Price per Catch Basin **VACUUM** type method;

Words: _____

Figures: \$ _____

Total Price:

Words: _____

Figures: \$ _____

Accompanying this proposal is a bid bond, or certified check in the amount of:

_____ Dollars



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Form of Agreement

THIS AGREEMENT, Made this _____ day of _____, 2014 by and between the Town of Salem, NH and (Contractor's Name) _____ agrees to all of the specifications within this bid/proposal.

The CONTRACTOR will furnish all of the documents, materials, products, supplies, tools, equipment, labor and all services necessary for the application to meet or exceed all requirements stated in the specifications.

The CONTRACTOR will provide all services (Catch Basin Cleaning) after the bid/proposal is formally awarded at the prices proposed in the form for general bid.

If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the products/service (s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market.

TOWN:

TOWN OF SALEM, NEW HAMPSHIRE

Name of person authorized to sign proposals _____

Title of person authorized to sign proposals _____

Signature _____

Date _____

CONTRACTOR:

Title of person authorized to sign proposals _____

Name of person authorized to sign proposals _____

Signature _____

Company Name _____

Date _____

The following information is furnished by the bidder for the information of the Town of Salem, NH.

If a Corporation:

Incorporated in what State: _____

President _____

Treasurer _____

Secretary _____

If a Partnership: (Name all partners)

Name of Partner _____

Residence _____

Name of Partner _____

Residence _____

If an Individual:

Name _____

Residence _____

If an Individual doing business under a firm name:

Name of Firm _____

Name of Individual _____

Business Address _____

Residence _____

Other Form of Business Organization:

☐ New Hampshire Business Corporation

☐ Foreign (Non-New Hampshire Corporation)

☐ Non-Profit Corporation

I, _____, President ☐ Clerk ☐ of

_____ whose principal office is
Name of Corporation

located at _____ do hereby
certify that the above named corporation has filed with the State Secretary all
certificates and annual reports required.

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of

_____, 20____.

Signature of Responsible Corporate Officer



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No Bid Questionnaire

Reference: Sealed Bid-2014-015

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

* * * * * No Bid Questionnaire * * * * *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description):

Dated _____, for the following reasons:

- _____ Item not supplied by our company.
- _____ Bid Specification (Give reason(s) e.g., too restricted, not clear etc.)
- _____ Profit Margin too low
- _____ Past experience with the Town of Salem (give specific's e.g. payment delay, bid process, admin problems, etc.)
- _____ Insufficient time allowed to prepare and respond to bid request.
- _____ Bid requirements too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limits time.
- _____ Other reason(s) Please Specify: _____
- _____
- _____

Company Name _____
Address _____
Phone _____

(Signature)

(Name & Title)

General Terms and Conditions

Preparation of Bids/Proposals. Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Department no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

Submitting Bids/Proposals. Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

Withdrawal of Bids/Proposals. Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

Award of Contract. It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:

- A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- B. Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- C. Be able to comply with the proposed or required time of completion or performance schedule; and
- D. Have a demonstrated satisfactory record of performance.
- E. Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible bidder based on the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the supply terms.

Pricing. Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.

Delivery. Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

Guarantees & Warranty. All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed.

Force Majeure. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.

If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the vehicles/products/service (s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market.

Proposal Evaluations

The Town reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Firm:

- a. Fails to adhere to one or more of the provisions established in the proposal.
- b. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- c. Fails to meet the minimum evaluation criteria specified in this proposal.
- d. Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- e. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- f. Fails to submit its cost on the enclosed bid form.
- g. Refuses a reasonable request for an interview.
- h. Refuses to provide clarification requested by the town.



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Insurance Requirements

A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts:

Comprehensive General Liability	
Combined single limit	\$ 1,000,000.00
Workmen's Compensation	
& Employers Legal Liability	\$ 500,000 per accident

The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all of his employees that are engaging in any work at the site of the project whether direct employees or subcontracting associates.

Non-Collusion Statement

The Undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title _____
Signature _____
Company _____



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INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, it's officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company _____
- Taxpayer Identification Number _____
- Authorized Signature _____
- Contact Phone _____
- Address _____
- Date _____

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.

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

Social security number									
				-				-	
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 www.irs.gov/w9 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.

