



Request for Qualifications Maintenance and Repair of Emergency Generators Town of Salem, NH

RFQ (2018-022)

**Purchasing Agent
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Prepared for and in coordination with the
Salem NH Municipal Services Department
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REQUEST FOR QUALIFICATIONS (RFQ)
MAINTENANCE AND REPAIR OF EMERGENCY GENERATORS
JULY 2018

The Town of Salem, New Hampshire (TOWN) is requesting qualifications from a company (CONTRACTOR) for professional services to provide maintenance and repair of emergency generators town wide. There are currently 26 emergency generators located throughout the town.

The CONTRACTOR must be a qualified company, with certified technicians and licensed if applicable with the ability to provide sufficient documentation and references as to their abilities to execute the desired work including installation, service, maintenance, repair, and retrofitting as indicated.

Contract duration shall be thirty six (36) months. The TOWN may, at its sole option and discretion, extend the contract with the CONTRACTOR on an annual basis for up to two (2) additional years. The TOWN reserves the right to pursue services with other companies at any time, should it determine it to be in its best interest.

Any change to the provisions or specifications of this RFQ shall be made by written addendum issued no later than five (5) working days prior to the RFQ acceptance date. Prospective vendors shall have complete responsibility for being aware of any and all addenda. One (1) original and three (3) copies must be clearly labeled as **'RFQ – MAINTENANCE AND REPAIR OF EMERGENCY GENERATORS'** and must be received at the office of the Purchasing Agent, at the address below, no later than **11:00 AM on Friday July 20, 2018**. Late proposals will not be considered. A pre-proposal meeting or site visits will not be conducted. This is **NOT** a services proposal and while costs will be considered the basis of the award will be made proportionately and predominately to the qualifications. Any submittals received after the aforementioned date and time shall not be considered.

Copies of the RFQ may be obtained from the Town's purchasing website

(<http://www.townofsalemnh.org/purchasing/pages/current-bids-proposals-and-awards>)

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Contractors requiring additional information or clarification relative to the contents of the RFQ may direct inquiries to Roy E. Sorenson, Municipal Services Director at 603-890-2154 or rsorenson@salemnh.gov.

Following review of all proposals by a review committee, a recommendation will be made to the Town Manager, and that official will award the contract to the best responsible and qualified CONTRACTOR. The Town Manager's judgment shall be final and the right is reserved by the TOWN, through its Town Manager, to reject any or all proposals as he may determine and to waive defects in form or minor irregularities where the best interest of the TOWN would be served.

Section 1: Background

The TOWN through the Municipal Services Department, is soliciting proposals for qualifications to provide scheduled preventative maintenance, repairs, related services, and emergency repairs to the TOWN's emergency stand-by generators. The CONTRACTOR must be able to respond to emergency repairs within 24 hours and within 48 hours for non-emergency repairs. The work includes, but is not limited to, all labor and equipment to maintain, repair, replace, retrofit, adjust, inspect, and test generators and related mechanical systems as well as emergency response including mobile units if needed.

The TOWN operates and maintains a total of twenty six (26) emergency generators listed in Appendix A.

Section 2: Scope of Services

The intent of this Contract is to maintain and sustain service life to the TOWN emergency generators and related facilities utilizing materials and methods as herein specified.

The work includes the furnishing of all materials, labor, equipment, fuel, tools, transportation, and services for the successful maintenance, rehabilitation, and repair of emergency generators including emergency repair services.

The CONTRACTOR is free to propose modifications to the scope that may result in cost savings and/or a better product. Any modifications shall be clearly spelled out in the Proposal and approved by the TOWN.

The general work and requirements for this Contract include, but not limited to, the following:

A. Emergency Generator Annual Maintenance

Comprehensive preventative maintenance (major/minor) at the TOWN's Twenty six (26) emergency generators and related facilities as needed including troubleshooting/work on multiple types of units/makes to include, but not limited to:

IGNITION	Change all spark plugs
	Change points
	Change condenser
	Check distributor cap and rotor and change. If necessary
	Check all ignition wires and replace, if necessary
	Check start solenoid terminals
	Check and adjust choke, when applicable

ENGINE	Change lube oil
	Change lube off filter
	Tighten valve covers
	Fill governor sump with lube oil, when applicable
	Lubricate governor linkage
COOLING SYSTEM	Service oil bath air cleaner, when applicable
	Check entire unit for noticeable oil leaks
	Take oil sample for analysis
	Test coolant protection
	Test coolant alkalinity
EXHAUST SYSTEM	Check water hoses - both upper and lower
	Check bypass hoses
	Check fan belts
	Check engine block heater for operation, when applicable
	Check louver operation
FUEL SYSTEM	Check water filters
	Check flexible section for cracks or leaks
	Drain condensation trap, when applicable
	Check exhaust flange gaskets
	Check exhausts muffler and drain, when applicable
BATTERY	Visually inspect entire exhaust system for leaks
	Change primary and secondary fuel filter diesel only
	Check injector fuel lines diesel only
	Check flex fuel sections
	Check fuel pump
	Check fuel connections and tighten
	Check fuel solenoid
	Check day tank float
	Check regulator (Gas)
	Load test battery
	Check specific gravity of battery
	Check battery voltage
	Clean battery cables and replace, if necessary
	Clean battery terminal on cables
	Clean battery posts and coat same
	Check fluid level and fill, if required
	Recharge and /or replace, it required

STARTING SYSTEM	Check starter motor solenoid terminal
	Check starter motor
	Check charge rate on alternator or internal charge circuit
	Check alternator belt
	Check wiring and terminals
	Check solid-state boards for connection
OPERATIONAL CHECKS	<p>Start generator and conduct safety shutdown tests for the following:</p> <p>Low oil pressure</p> <p>High water temperature</p> <p>Over speed</p> <p>High air temperature, air-cooled sets only</p> <p>Check voltage output</p> <p>Check frequency (Hz)</p> <p>Record hour meter reading, when applicable</p> <p>Check unit for vibration and any unusual noises</p> <p>Run unit full load minimum of 20 minutes</p>
AUTOMATIC SWITCH	<p>Inspect contractor assembly and connections</p> <p>Check exerciser clock and time setting</p> <p>Check time delays</p> <p>Check battery charger for proper output</p> <p>Check selector switch</p> <p>Check Voltage sensors for visual condition</p>
FINAL CHECK	<p>Start and stop generator from transfer switch</p> <p>Check field breaker is in the ON position</p> <p>Check that selector switch is in the automatic mode</p> <p>Start and stop generator using generator controls</p> <p>Start and stop generator using the switch controls Simulate power failure*</p> <p>*Receive prior approval from supervisory personnel before performing this function.</p> <p>Reset generator and leave set in the remote position</p>

GENERAL
INSPECTION
OF SITE

Inspect site for any debris or obstructions, which could cause a potential Problem or may be hazardous to the operation or surrounding area.

Report any problems to the City's Contact Person

B. Response Time

Able to respond to emergency repairs within 24 hours and within 48 hours for non-emergency repairs.

C. Contractor Service Responsibilities

The CONTRACTOR shall provide all labor, tools, equipment and all incidentals required and/or implied for the complete and satisfactory performance of the maintenance, and repair of TOWN generators. The CONTRACTOR will report and document each service visit to be included in a maintenance log book. A representative of the TOWN will be made aware and may preside over said work. Maintenance work performed will be billed as such and any additional recommended work must be authorized before work is scheduled. Emergency repairs/work will be handled accordingly.

D. Personnel Requirement

Personnel used for the performance of this work shall be properly trained, licensed, and qualified to perform mechanical and if applicable electrical (must be licensed) work on the variety of generators and complexity of the related systems thereof. The TOWN reserves the right to refuse to accept and authorize payment for services from any personnel deemed by the TOWN to be unqualified, disorderly, or otherwise unable to perform assigned work. The CONTRACTOR shall provide and keep up to date a list of all personnel performing work under this contract with classifications denoted, as well as written evidence of the personnel's qualifications for those classifications.

E. Project Cost Estimates

Estimates of individual extra/additional work requests shall be provided in writing to the TOWN via email, fax, or mail with adequate plans and specifications or written directions. The estimate should include all labor, equipment, parts and/or materials required to perform the work specified under this contract. This, or any work under this contract, shall only be performed with the TOWN's consent. Upon authorization, actual work shall not exceed the CONTRACTOR'S estimate without the TOWN's approval.

F. Quality of Work

1. All maintenance work shall be neat - quality work, performed according to the standards of the industry and to the complete satisfaction of the TOWN. All parts used for repair and in reassembly shall be the manufacturer's authorized parts or specifically approved by the TOWN prior to installation.
2. Unsatisfactory work shall be immediately corrected by the CONTRACTOR at no additional cost to the TOWN.

3. All repair/replacement work shall be performed in accordance with the plans, drawings or instructions provided by the TOWN for each project or work assignment. Any discrepancies or previously unknown field conditions shall be brought to the attention of the TOWN and resolved before continuing the work.
4. All work shall be performed in accordance to TOWN code.

G. Provide All Work Tools & Equipment

The CONTRACTOR shall provide each crew and personnel all of the hand tools, power tools, truck, and equipment necessary for the performance of the work.

H. Removing and Returning Completed Repaired Equipment and Parts

CONTRACTOR shall provide service to load and pick-up any related equipment for repairs within a reasonable amount of time agreed by TOWN. Spare parts used for repair shall be based off a % discount manufacturer's price list of vendor's in house price list, to be supplied and held firm for a year. Increases are allowed on replacement parts at the commencement of the next year contract extension and must be accompanied by an updated manufacturer's or vendor's in house price list. The % discount shall stay the same.

I. Rental Generator

A rental generator shall be provided by the CONTRACTOR if the CONTRACTOR is unable to fix the facility generator to a fully functional operational capacity within 8 hours. If the facility generator is still not operable within 8 hours, the Contractor shall supply a rental generator within 10 hours of initial notification if requested by the TOWN. Rental generator shall be compatible to current size and accommodation as existing with sound attenuation for noise reduction. The rental generator shall remain on-site at a negotiated rate until the facility generator is fully functioning and fixed. Generator rental rates shall be negotiated at the time of need at a fixed rate until the facility generator is fully functional or the TOWN requests the rental be removed. Rates shall not include any sales tax for added supplies/parts purchased; there shall be no additional fees for downtime, cleaning, stand-by, operations/technical rate, lodging, travel, or mileage; and the CONTRACTOR shall be responsible for supplying qualified personnel to make sure the rental generator is properly hooked-up including by licensed electrician, tested, and operating correctly. In addition the rental shall be properly serviced during the rental period and fully functioning at all times. It is the responsibility of the Contractor to drop off and pick-up rental generators upon request.

Section 3: Submission Format & Content of Proposal

To enable the TOWN to perform a fair comparative analysis and evaluation of proposals, CONTRACTORS shall structure and compose their proposals in the format outlined below.

*Promotional materials shall not be included in the body of the proposal, but if deemed necessary and appropriate by the CONTRACTOR, shall be included as an Appendix (references to appendix information **will not** be considered satisfactory response to the items identified below).*

The proposal shall be brief, precise, and not include unnecessary promotional material. The proposal shall include the following items and organized as follows:

A. Cover Letter

Describe your company's interest and commitment in providing repair and maintenance services for the TOWN. An officer of the company who is authorized to contractually bind the firm and to negotiate a contract with the TOWN shall sign the letter. Provide name, title, address, email, and telephone number of this officer.

B. Knowledge and Experience

Includes a summary of experience that pertains to the disciplines described in the Scope of Services (**Section 2**). Provide summaries of the location and scope of similar recent projects that show experience in any of the tasks.

C. Work Plan and Approach

Discuss your company's understanding of the Scope of Services (**Section 2**) to be performed. Describe the method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this request.

D. Key Personnel Background

Name, position, summary of qualifications, resumes, training, licenses, certifications, and related experience and responsibilities of key personnel assigned to this work.

E. Facilities Description

Provide a detailed summary describing your repair shop and/or headquarters, storage facilities, any or additional facility locations, facility size, a list of activities that will take place at the facilities, support equipment/services, etc.

F. References

Provide at least three (3) references including: Project Name/Description, Company/Agency Name, Key Contact Name, Address, Email, and Telephone Number). **Note:** References from public agencies preferred.

G. Statement of Subcontractors

Provide a list of Subcontractors, including Company Name and Address, you may use.

H. Proposal Rate Sheet

1. Provide a comprehensive **Rate Sheet** with Unit Rates which shall include: labor, equipment, and any related costs to complete work in strict compliance with the specifications, terms, and conditions set forth in the Scope of Services (**Section 2**). Attach a Rate Sheet.
2. Provide an **Active Account/Contract** maintenance agreement with major/minor PM costs per unit type.
3. Include both **Straight Time** and **Overtime** rates per hour.
4. **Emergency Rates** and **Minimums** if applicable
5. Include a **Materials Markup Percentage** (Actual Cost Plus).

I. Financial and Insurance Resources:

The CONTRACTOR shall submit information that would clearly document the financial ability to execute this contract and/or indicate that they have the ability to obtain such resources. Proper insurance for employees, sub consultants, and subcontractors shall be required of the selected CONTRACTOR, as will the ability to provide Professional Liability Insurance to the Town in the amount of two times the CONSULTANT'S fee or \$250,000 (whichever is greater).

J. Conflict of Interest:

The CONTRACTOR shall describe any and all current or potential conflicts of interest related to performance on this request. Relationships with property owners, developers, and other consultants, whether in recent past (past three years), present, or potentially in the future by interest in a pending project, which may serve to provide financial benefit to the CONTRACTOR, must be identified. If there is potential or present conflict of interest, the CONTRACTOR must identify methods they will employ to address said conflicts.

Section 4: Evaluation Process

Proposals will be evaluated based on the following criteria:

A. Qualifications and Experience 70%

1. Appropriateness and qualifications of the personnel, experience, licensing, training, and certifications.
2. Equipment and facilities for the specified services.
3. Ability to perform services described in the required manner and time frame.

- B. References 20%**
Comments from references regarding proposer's responsiveness to customer requirements, compliance with the contract terms, conditions, and work quality.
- C. Costs 10%**
Based on the costs indicated in the submitted Proposal Rate Sheet described in Section 3-H.

Section 5: Selection Process

The RFQ process will establish a ranking based on how each proposal meets the qualifications of the Scope of Services and the requirements of the RFQ. The proposal shall conform to the Proposal Requirements (**Section 3**). It is important that ALL listed items be included in the proposal. Proposals, which do not comply with all the requirements per or the proposal deadline, will not be considered. The TOWN reserves the right to reject any or all proposals without qualifications, and to negotiate specific requirements and costs using the selected proposal as a basis.

Section 6: Responsibilities of the CONTRACTOR

- A.** Prior to final selection, the CONTRACTOR may be asked to attend an interview, or to submit any additional information, which the TOWN may deem necessary to determine the CONTRACTOR'S qualifications.
- B.** The successful CONTRACTOR will be considered to be the prime contractor for those services indicated in their proposal and will be required to assume total responsibility for the services offered in this proposal whether or not the firm is the firm delivering all of the services. The TOWN will consider the successful CONTRACTOR to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated.
- C.** The CONTRACTOR shall provide the staff and resources as outlined in the RFQ and shall not assign to other staff or sub consultants without the written approval of the TOWN.
- D.** The CONTRACTOR shall complete the scope of work and shall commit staff and resources to professionally and expeditiously complete such scope. The CONTRACTOR by virtue of their prior professional experience shall understand and endeavor to determine the possible obstacles that could interfere with the completion of the scope. The CONTRACTOR shall make such obstacles known to the TOWN and provide the TOWN with solutions to overcome such obstacles.

- E. No costs or expenses incurred by the CONTRACTOR in responding to this RFQ will be borne by the TOWN.
- F. Non-Discrimination in Employment and Affirmative Action. The CONTRACTOR shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical/mental handicap. The CONTRACTOR agrees to comply with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment.
- G. Upon evaluation of the RFQ responses received, the TOWN will seek to enter into a contract with the selected CONTRACTOR. In the event that the CONTRACTOR fails, neglects or refuses to execute the contract within fourteen (14) days after notification that they have been selected by the TOWN, the TOWN may at its option terminate and cancel its action and commence contractual discussions with another contractor.
- H. Incorporated by reference into the contract will be all of the information presented in or with this RFQ and the CONTRACTOR'S response thereto.

Section 7: Negotiation & Informalities

The TOWN reserves the right to negotiate with the selected CONTRACTOR regarding variation to the original RFQ, Contract, and Cost, if deemed to be in the best interest of the TOWN to do so. The TOWN reserves the right to waive any item, which in the opinion of the TOWN is an informality. The TOWN has the right to accept or reject any or all proposals in whole or in part if it is deemed to be in the TOWN's interest to do so.

Section 8: RFP Questions & Revisions

Any questions or inquiries regarding this RFQ must be submitted in writing. In order to be considered, they must be received by the Purchasing Agent no later than seven (7) calendar days prior to the RFQ submission deadline. Any revisions to the RFQ will be provided in the form of an Addendum, posted on the Town's purchasing website at: <http://www.townofsaalemnh.org/purchasing/pages/current-bids-proposals-and-awards>.

Section 9: General Conditions

A. Irregular Proposals:

Proposal will be considered irregular and may be rejected for any of the following reasons; however the TOWN retains the right to waive informalities and irregularities at its sole discretion:

1. If the proposal does not include all information listed in this RFQ.

2. If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3. If the proposer adds any provisions reserving the right to accept or reject an award.

B. Delivery of Proposals, Withdrawal, Opening, and Disqualification:

All proposals shall be filed prior to the time and at the place specified in in this RFQ. Proposals received after the time for opening of the proposals may be returned to the proposer, unopened, at the TOWN's discretion. Faxed or emailed proposals are not acceptable, although an electronic copy can be submitted in addition to the printed one. The TOWN is not responsible for delayed mail that misses the deadline.

A proposer will be permitted to withdraw his proposal unopened after it has been received if such request is received in writing prior to the time specified for opening the proposals. Either of the following reasons may be considered as being sufficient for the disqualification of a proposer and the rejection of his proposal:

1. Evidence of collusion among proposers.
2. Failure to supply complete information as requested by the proposal specifications.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in its sole judgment it is in the best interest of the TOWN.

- C. Award:** If a contract is to be awarded, the award will be made to the proposer that displays the best mix of qualifications, experience, and availability as it pertains to the type of services in Section 2 above, as soon as practical after the review process.
- D. Cancellation:** The TOWN reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability to the TOWN.
- E. Laws:** The CONTRACTOR shall comply with all State and Local laws, ordinances, regulations and requirements applicable to work hereunder.
- F. Contractor and Subcontractor Insurance:** The CONTRACTOR shall deliver at the time of execution of a contract; certificates of all insurance required hereunder and shall be reviewed prior to approval by the TOWN. The certificates of insurance shall state that the companies issuing insurance will endeavor to mail to the TOWN ten (10) days-notice of cancellation, alteration or material change of any listed policies. The CONTRACTOR shall keep in force the insurance required herein for the period of the Contract. At the request of the TOWN, the CONTRACTOR shall promptly make

available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.

The TOWN shall be listed as an additional insured on a primary and non-contributory basis in General Liability, Auto Liability and Umbrella Liability policies required for the contract. The CONTRACTOR shall require each Subcontractor employed on the project to maintain the coverage listed below unless the CONTRACTOR'S insurance covers activities of the Subcontractor on the Project.

No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the TOWN, required accounting information (W9, etc.) and the Contract approved by the TOWN.

- G. Indemnification:** The TOWN and CONTRACTOR shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with work completed under the contract.
- H. Insurance Coverage:** The CONTRACTOR shall demonstrate that its staff is protected by Workers Compensation and Employers' Liability insurance in compliance with statutory limits and that the CONTRACTOR has coverage under professional liability, public liability and property damage insurance policies. Certificates for such policies will be provided to Client upon request. Minimum coverages shall be as follows:
1. Comprehensive General Liability (including Products Completed, Contractual Property, and Personal Injury coverage): \$1,000,000 per occurrence / \$2,000,000 aggregate
 2. Automobile Liability (Property Damage): \$1,000,000 per occurrence
 3. Professional Liability: \$1,000,000 per claim and in the aggregate
- I. Accident Protections:** It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to the Contract, that the CONTRACTOR and any Subcontractors shall not require any laborer or mechanic employed in the performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety, as determined by

construction safety and health standards of the Occupational Safety and Health Administration, United States Department of Labor, which standards include, by reference, the established Federal Safety and Health regulations for Construction. These standards and regulations comprise Part 1910 and Part 1926 respectively of Title 29 of the Code of Federal Regulations and are set forth in the Federal Register. In the event any revisions in the Code of Federal Regulations are published, such revisions will be deemed to supersede the appropriate Part 1910 and Part 1926, and be effective as of the date set forth in the revised regulation.

- J. Subcontracts:** The CONTRACTOR shall be as fully responsible to the TOWN for the acts and omissions of Subcontractors and of persons employed by him, as he is responsible for the acts and omissions of persons directly employed by him.
- K. Extras:** Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the TOWN has ordered the same, in writing.
- L. Default and Termination of Contract:** If the CONTRACTOR does not proceed in accordance with the Contract, then the TOWN will have full power and authority without violating the Contract to take the prosecution of the work out of the hands of the CONTRACTOR. The TOWN may enter into an agreement for the completion of said Contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said Contract in an acceptable manner.

All extra costs and charges incurred by the TOWN as a result of such delay, neglect or default, together with the cost of completing the work under the Contract will be deducted from any monies due or which may become due to said CONTRACTOR. If such expenses exceed the sum which would have been payable under the contract, then the CONTRACTOR shall be liable and shall pay to the TOWN the amount of such excess.

Reasons for termination include, but are not limited to:

1. CONTRACTOR fails to begin work under Contract within the time specified in the notice to proceed;
2. Fails to perform the work with sufficient workmen and equipment, or with sufficient materials to assume prompt completion of said work;
3. Performs the work unsuitably or neglects or refuses to remove materials or to perform a new such work as may be rejected as unacceptable and unsuitable;
4. Discontinues the prosecution of the work;
5. Fails to resume work, which has been discontinued, within a reasonable time after notice to do so;

6. Becomes insolvent or has declared bankruptcy, or commits any act of bankruptcy or insolvency;
7. Makes an assignment for the benefit of creditors;

The TOWN will give notice, in writing, to the CONTRACTOR for such delays, neglect, and default. CONTRACTOR shall respond within 14 days to such notice with corrective action, to the TOWN's satisfaction, or be subject to Contract termination.

APPENDIX A

DESCRIPTION	MAKE
SEWER LIFT STATIONS	
Brookdale Road	Generac
Commercial Drive	Kohler
Copper Beach	Onan
Freedom Drive	Kohler
Haigh Avenue	Onan
Keeywadin Drive	Kohler
South Policy Street	Generac
Stiles Road	IDE
Twinbrook Avenue	Onan
Butler Street	Kohler
Public Works	Onan
Nirvana Road	Kohler
WATER STATIONS	
Canobie Lake Treatment Plant	Katolight
Arlington Pond	Kohler
FIRE PUMPS	
Commercial Drive	Kohler
Manor Parkway	Detroit
Nirvana Road	National
FACILITIES	
Town Hall	Kohler
Police Department	Onan
Senior Center	Kohler
District Court	Kohler
Fire - Central	Onan
Fire - North	Kohler
Fire - South	Kohler
Fire - Old	Onan
WATER TANKS	
Howard Street	Kohler
Lawrence Road	Generac

<div>Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service</div>		<div>Request for Taxpayer Identification Number and Certification</div> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>		<div>Give Form to the requester. Do not send to the IRS.</div>																																													
<div>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</div>																																																	
<div>2 Business name/disregarded entity name, if different from above</div>																																																	
<div>Print or type. See Specific Instructions on page 3.</div>	<div>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</div> <div><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</div> <div><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____</div> <div><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></div> <div><input type="checkbox"/> Other (see instructions) ► _____</div>			<div>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</div> <div>Exempt payee code (if any) _____</div> <div>Exemption from FATCA reporting code (if any) _____</div> <div><small>(Applies to accounts maintained outside the U.S.)</small></div>																																													
	<div>5 Address (number, street, and apt. or suite no.) See instructions.</div>		<div>Requester's name and address (optional)</div>																																														
	<div>6 City, state, and ZIP code</div>																																																
	<div>7 List account number(s) here (optional)</div>																																																
<div>Part I Taxpayer Identification Number (TIN)</div> <div>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</div> <div><small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small></div> <table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr><tr><td colspan="9">OR</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td></tr></table>					Social security number													-					OR									Employer identification number													-				
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<div>Part II Certification</div> <div>Under penalties of perjury, I certify that:</div> <div>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</div> <div>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</div> <div>3. I am a U.S. citizen or other U.S. person (defined below); and</div> <div>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</div> <div>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</div>																																																	
<div>Sign Here</div>		<div>Signature of U.S. person ► _____</div>			<div>Date ► _____</div>																																												
<div>General Instructions</div> <div>Section references are to the Internal Revenue Code unless otherwise noted.</div> <div>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</div> <div>Purpose of Form</div> <div>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</div> <ul style="list-style-type: none">• Form 1099-INT (Interest earned or paid)• Form 1099-DIV (dividends, including those from stocks or mutual funds)• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)• Form 1099-S (proceeds from real estate transactions)• Form 1099-K (merchant card and third party network transactions)• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)• Form 1099-C (canceled debt)• Form 1099-A (acquisition or abandonment of secured property) <div>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</div> <div>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What Is backup withholding</i>, later.</div>																																																	