



**Town of Salem NH
Municipal Services Dept.
Tree Removal Services**

RFP (2019-013)

SALEM PURCHASING
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Christopher Dillon, Town Manager

Prepared for and in coordination with the
Salem NH Municipal Services Dept.
Director of Municipal Services Roy Sorenson
603-890-2154
rsorenson@salemnh.gov

REQUEST FOR PROPOSALS TREE REMOVAL SERVICES

You are cordially invited to submit a proposal for Tree Removal Services in accordance with the attached specifications, terms, and conditions. Prospective respondents are advised to read this information over carefully prior to submitting a proposal.

Two (2) copies of the Proposal must be submitted in a sealed envelope, plainly marked:

**RFP 2019-013 Tree Removal Services
Town of Salem
Purchasing Office
33 Geremonty Drive
Salem NH 03079**

All proposals/bids must be received by **February 28, 2019 @ 11:00am**

INTRODUCTION

The Town of Salem intends to contract a qualified company for tree removal services. During the course of normal maintenance, the town tree work occasionally requires services deemed urgent and/or beyond the capabilities of “in-house” resources. The Town is soliciting proposals for those such on-call services from experienced, licensed, and competent contractors. **The subject contract will run from the date of execution through December 31, 2021 (Approximately 3 years) with a Town option to extend an additional year at bid pricing (Year 3).**

Construction supervision shall be under the general guidance of the Town of Salem Municipal Services Department, Public Works Division, but may include Engineering and Utilities. This is a support services contract that will work with and for Municipal Services as needed.

Work shall be separated into three (3) separate Parts. Part A. Emergency Work requires immediate response on behalf of the contractor due to a hazardous situation as identified by the Town of Salem. Part B As needed tree removal work will involve tree/brush/limbs/stumps removal on an as needed basis throughout town for the duration of the contract. Part C Emergency Operations work shall consisted of tree removal during or immediately following a natural disaster, such as a hurricane or severe ice or windstorm.

SCOPE OF WORK

In general, Work shall be defined under three (3) separate parts; Emergency Work, as-needed Tree Removal and Emergency Operations. The Contractor shall supply all material, tools, equipment and labor to complete the Work. Work and emergency operations shall be conducted in a neat and orderly fashion such that no damage occurs to adjacent property, pavement, curbing, landscape, driveways, utilities, etc. Reference Contractor damage liability in General Contract Requirements. Work shall include cutting and chipping of all limbs, slash and twigs from specified trees. All trunks will be cut to grade. All material not claimed by an adjacent land owner shall become the property of the Contractor and shall be removed from the site to be properly disposed of. This will be a three (3) year contract with the Town option to extend to an additional year. The Town assumes annual pricing will be the same for those three years, however contractor may bid pricing for individual years. Award will be given based off of lowest three year combined total cost.

Part A: Emergency Work: Contractor will respond with necessary equipment to rectify emergency work posing imminent threat and danger to public safety within (2) two hours' time. Services provided will be covered 24 hours a day 365 days a year. Public Works will take necessary action to safe guard the area until the arrival of the contracted crew and provide the necessary assist of safety to the contractor with town staff or a police detail. If it is determined that a crane work is the only and safest option to complete the required work; it will be agreed to by the Public Works Director before doing so.

Part B: As-Needed Tree Removal: Conduct tree removal for the Town of Salem Municipal Services Department as needed for the duration of the Contract. At various times and at various locations in Salem the Contractor will be tasked with tree removal services. To the greatest degree possible, trees will be grouped together by street or neighborhood; however this level of coordination is not guaranteed. The contractor has 30 days to remove the trees/work provided in list format from date of receipt. Requests to exceed 30 days must be agreed to by the Director of Public Works and only after reviewing the extenuating circumstances to deem if appropriate. Tree removal will be paid per tree removed. Trimming and chipping for street tree maintenance should be considered bucket truck and chipper day crew. If it is determined that a crane work is the only and safest option to complete the required work; it will be agreed to by the Public Works Director before doing so.

This item shall also include stump removal at various times and locations in Salem through the duration of the contract. Stump removal Work shall be completed with grinding operations. The Contractor shall be responsible for removing all grinding debris. Stump grinding when/if needed as directed by the Director of Public Works. The Contractor shall be responsible for removing all grinding debris. Should stump removal require removal other than grinding, the Contractor shall be compensated labor and equipment rates which will be negotiated as-needed.

Part C: Emergency Operations: Conduct emergency tree removal operations within the Town right-of-ways and on Town lands during or immediately following a natural disaster such as a hurricane or severe ice storm or windstorm. The selected Contractor shall be ready to work within 24-hours of a call from the Salem Municipal Services Department. The Owner shall designate one or more temporary staging sites for the Contractor to use prior to disposal.

The Work shall involve cutting and removal of trees, logs and limbs downed or damaged. Material shall be hauled to the temporary staging area. Logs will be processed at the staging area in order to provide room for additional logs. The Contractor shall not be required to utilize any staging area if Work is not impeded. Timing is of the essence. Immediate response and clean-up will be required. Delays attributed to long trucking routes will not be acceptable. All material shall become the property of the Contractor and he shall be responsible for proper disposal. If it is determined that a crane work is the only and safest option to complete the required work; it will be agreed to by the Public Works Director before doing so.

The level of commitment by the Contractor shall be driven by the event. The Contractor must be able to commit up to the level of resources in manpower and equipment as stated on the Bid Form.

PAYMENT: Tree removal shall be paid at unit prices stated in the Bid Form. Unit prices shall be inclusive of all materials, labor, equipment, cleanup, disposal, transport and complete compliance with all specifications. Unit prices shall also be inclusive of all other costs including but not limited to mobilization, profit and overhead, insurance and bonding fees, fuel adjustments and other such costs that are not specifically identified in the Bid Form. Assignment of Work is contingent upon the availability of appropriated funds. The Owner reserves the right to negotiate future Lump Sum clearing agreements for large projects with the selected Contractor or secure services from another Contractor if an agreement cannot be reached.

GENERAL TERMS AND CONDITIONS

PREPARATIONS 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.

Completed Bid proposals shall contain the following:

- Completed and executed Bid Form
- Narrative of work experience and qualifications.
- Executed Statement of Non-Collusion
- Executed Indemnification Agreement
- Completed Notice to Qualified Firms
- Completed Specifications Exception Form

Prospective Bidders are encouraged to complete the No Bid Questionnaire (See Appendix C) if they choose not to bid.

SUBMITTED 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.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Bidder up to three (3) calendar days prior to the bid opening. Negligence on the part of the Bidder in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

PROPOSAL EVALUATION: **The Town of Salem (Owner) reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Bidder:**

- Fails to adhere to one or more of the provisions established in the Bid and General Terms and Conditions.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in the Bid and General Terms and Conditions.

- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the town.

RECEIPT AND OPENING OF PROPOSALS: Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS: All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Requests for bid results shall be submitted in writing to the Purchasing Agent after the public opening. Request for Proposals will remain confidential until the Bidder has been selected.

KNOWLEDGE AND EXPERIENCE: Only Contractors experienced in the industry will be considered for the work. Contractors shall submit a concise summary demonstrating their qualifications, including a minimum of three municipal and/or utility references familiar with their work. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

References will be contacted to confirm the quality of previously completed work, suitability of Contractor operations, and responsiveness to the owner's needs. **APPENDIX A must be filled out accordingly.**

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 Contractor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- Be able to comply with the proposed or required time of completion or performance schedule; and
- Have a demonstrated satisfactory record of performance.
- 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. No award will be made to any Bidder who cannot satisfy the Owner that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the Work successfully. The Owner's decision or judgment on these matters shall

be final, conclusive, and binding. The Owner may make such investigations as it deems necessary, and the Bidder shall furnish to the Owner, under oath if so required, all such information and data for this purpose as the Owner may request.

EXECUTION OF AGREEMENT: The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Bidder.

FAILURE TO EXECUTE AGREEMENT: Failure of the successful Bidder to execute the agreement at the date and time agreed upon by the Town and the successful Bidder shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION: If at any time the Bidder fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.

FAILURE TO SUPPLY GOODS OR SERVICES: If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/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.

RIGHT TO REJECT BIDS: The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

INSURANCE CERTIFICATES: Prior to the award of this contract, the Contractor shall be required to provide a Permit and License Bond in the amount of \$5,000 which shall be in effect for the duration of the contract and warranty period.

Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability and property damage in the following amounts:

Comprehensive General Liability	\$ 1,000,000/\$ 3,000,000
Auto Liability: Property Damage	\$ 1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 3,000,000
Workmen's Compensation	as required by the State of New Hampshire

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. All services, materials, labor, and equipment required for the Work, will be supplied at the prices provided in the submitted Bid Form and are intended to provide a complete project.

DELIVERY: Pricing so stated on the Bid Form shall be inclusive of delivery and any other shipping charge. No additional compensation shall be granted for delivery or any shipment requirement unless specifically provided for. Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices.

OR-EQUAL: 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.

GUARANTEES AND WARRANTIES: All work performed under this contract shall be guaranteed for a period of one year from the date of project acceptance and issuance of final payment. The Contractor shall be responsible for promptly repairing/replacing any area which is deemed unacceptable by the Town. The Contractor shall reimburse all damages or losses due to deficient materials or workmanship.

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.

GENERAL CONTRACT REQUIREMENTS:

Contractor Damage Liability: The Contractor shall be wholly liable for any damages caused by his work effort. Any and all repairs shall be complete prior to project acceptance. All cleanup and repair work will be the responsibility of the Contractor, including removal of all excavated or damaged materials.

Police Details: Police details shall be scheduled and paid by the Municipal Services Department. The Contractor shall coordinate and confirm work schedule with the Municipal Services Department. Prior to start of Work the Contractor shall define, as part of the Traffic Maintenance intent, use of police details. Number of details requested, placement of details, and any special instructions as may be necessary shall all be defined in the Traffic Maintenance intent and shall be reviewed by the Municipal Services Department.

When/if work is cancelled, the Contractor shall be responsible for cancelling police details in accordance with the Salem Police Department protocol. Cancelation of police details not in accordance with Salem Police Department protocol will result in the Contractor being charged for that time without reimbursement by the Town.

BID FORM

This is a three part bid and may be awarded to multiple vendors. Each part will be awarded individually by the following: Total lowest cost YEARS 1 – 3 combined

PART A: Emergency Crew Work: (3 hour min)

CATEGORY	YEAR 1	YEAR 2	YEAR 3
TREE REMOVAL	\$ _____ HOUR	\$ _____ HOUR	\$ _____ HOUR
CRANE	\$ _____ HOUR	\$ _____ HOUR	\$ _____ HOUR
TOTAL	\$ _____ HOUR	\$ _____ HOUR	\$ _____ HOUR
TOTAL BID	<u>ADD YEARS 1-3 ABOVE</u>		\$ _____ HOUR

PART B As-Needed Tree Removal - Scheduled:

CATEGORY	YEAR 1	YEAR 2	YEAR 3
LARGE TREE (over 24")	\$ _____ EACH	\$ _____ EACH	\$ _____ EACH
SMALL TREE (4"-24")	\$ _____ EACH	\$ _____ EACH	\$ _____ EACH
STUMP GRINDING (4"-24")	\$ _____ EACH	\$ _____ EACH	\$ _____ EACH
STUMP GRINDING (24"+)	\$ _____ EACH	\$ _____ EACH	\$ _____ EACH
TRIMMING and CHIPPING	\$ _____ DAY	\$ _____ DAY	\$ _____ DAY
CRANE	\$ _____ DAY	\$ _____ DAY	\$ _____ DAY
TOTAL	\$ _____	\$ _____	\$ _____
TOTAL BID	<u>ADD YEARS 1-3 ABOVE</u>		\$ _____

NOTE: Please do not bid this part unless you have and own the equipment requested.

PART C Emergency Operations:

CATEGORY	YEAR 1	YEAR 2	YEAR 3
(2) LOG TRUCKS	\$ <u> </u> DAY	\$ <u> </u> DAY	\$ <u> </u> DAY
(2) 65" BUCKET TRUCKS WITH CREW	\$ <u> </u> DAY	\$ <u> </u> DAY	\$ <u> </u> DAY
(2) 2 MAN CHIPPER CREWS WITH 12 CY CHIP TRUCKS	\$ <u> </u> DAY	\$ <u> </u> DAY	\$ <u> </u> DAY
TOTAL	\$ <u> </u> DAY	\$ <u> </u> DAY	\$ <u> </u> DAY
TOTAL BID	<u>ADD YEARS 1-3 ABOVE \$ <u> </u> DAY</u>		

Equipment Description: (All equipment shall be less than 10-years old)

NOTES:

1. As-Needed Tree Removal Bid Items are of an indeterminate quantity at indeterminate locations.
2. Locations will be grouped together by road to the greatest degree possible.
3. Selected contractor must be able to provide up to bid items stated under Emergency Operations. Equipment required will be governed by the disaster event.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Date _____ Name of Entity submitting qualifications, whether individual
partnership, Corporation, joint venture or other business or legal entity.

_____ Type of Entity

_____ Address

_____ Telephone

By _____
Authorized Signature of Entity submitting qualifications

_____ Submitter's duly authorized position, office or title

NON-COLLUSION STATEMENT

The Undersigned certifies under penalties of perjury that this bid in all respects is bona fide, 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 _____

INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, its 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 _____

Notice To Qualified Firms

***Do not alter bid documents in any way.**

***All bid documents must be filled out to be considered.**

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.

For questions or clarification on specifications please contact

Municipal Services Director Roy Sorenson (603)890-2154 or RSorenson@salemnh.gov

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 OR EMAIL BIDS, THEY WILL NOT BE ACCEPTED.

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.

Appendix A

KNOWLEDGE AND EXPERIENCE:

References will be contacted to confirm the quality of previously completed work, suitability of Contractor operations, and responsiveness to the owner's needs.

Appendix B

No Bid Questionnaire



Town of Salem, New Hampshire Purchasing Department

Municipal Offices, 33 Geremonty Drive, Salem, New Hampshire 03079

tel: (603) 890-2090 fax: (603) 898-1223

Nicole McGee, Finance Director

Christine Wholley, Purchasing Agent

No Bid Questionnaire

Reference: Sealed Bid-2016-013

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 _____

(Name & Title)

(Signature)

Appendix C

W9 tax information

W-9

Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type on back of form		1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
		2 Business name/disregarded entity name, if different from above
See Specific Instructions on page 2		3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ► _____
		4 Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3): <small>Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></small>
		5 Address (number, street, and apt. or suite no.) Town of Salem, NH
		6 City, state, and ZIP code 33 Geremonty Drive Salem, NH 03079
		7 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 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 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
or
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. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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:

- 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)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding?** on page 2.

By signing the filled-out form, you:

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. See **What is FATCA reporting?** on page 2 for further information.