

# Lealman Special Fire Control District

4360 55 Avenue North  
St. Petersburg, FL 33714  
Phone: (727)526-5650 Fax: (727)525-9657

**Request for Proposal Amendment  
RPF: 17-100, Amendment one (1)**

**Issued Date: March 10,2017**

Instructions:

1. Amend your copy of the RFP in accordance with the details below.
2. Retain amendment copy for your records.
3. Acknowledge receipt of the amendment by email to the District @ [swunderle@lealmanfire.com](mailto:swunderle@lealmanfire.com)

This amendment forms part of the RFP documents and modifies them as follows. It is understood that all other sections as detailed in our original RFP remain as stated.

1. **Scope of work**

It is understood that the text has been amended to state that **All ground ladders and Aerial devices to be tested on site at each fire department's designated facility.**

**Remove:**

**Scope of work, line # 3**

All hose and appliances to be tested on site at each fire department's designated facility.

**Insert:**

**Scope of work, line # 3**

All ground ladders and Aerial devices to be tested on site at each fire department's designated facility.

# Lealman Special Fire Control District

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St. Petersburg, FL 33714  
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**Proposal # 17-100**

**Date: March 09,2017**

Sealed proposals will be received by the Lealman Fire District administrative offices, Located at 4360 55 Avenue North, Saint Petersburg, FL 33714, until:

**4:00 p.m., local time  
April 10<sup>th</sup>, 2017**

**FOR**

**AERIAL DEVICE AND GROUND LADDER TESTING**

Said proposals should conform to specifications in the request for proposal. The District reserves the right to reject any and all offers and to waive minor informalities.

If you are interested in responding, please prepare **one (1) marked original, three (3) copies and one (1) CDROM-DVD** of a proposal and submit them to the Administrative office by the date indicated. Late offers will be rejected.

If you have questions, please contact Division Chief Steve Wunderle, Lealman Fire District at (727) 526-5650 ext. 231.

Proposal and addendum documents can be downloaded from the districts website:  
[www.lealmanfire.com](http://www.lealmanfire.com)

**Please indicate RFP number on  
Your response envelope.**

:

**Lealman Fire District  
REQUEST FOR PROPOSAL  
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**PART I**  
**MINIMUM REQUIREMENTS/ EVALUATION CRITERIA FOR AERIAL DEVICE AND GROUND LADDER TESTING**  
**RFP #17-100**

Purpose

The purpose of this RFP is to obtain pricing for Ground ladder testing and aerial device testing for any Pinellas County Fire Departments wishing to participate.

Scope of Work

Test ground ladders to current NFPA 1932 Standards

Test aerial devices to NFPA 1911 Standards

All ground ladders and Aerial devices to be tested on site at each department's designated facility. **Amended 3/10/10 by SMW. Amendment #1.**

The test includes the following:

Test ground ladders to current NFPA 1932 standards

Test aerial devices to current NFPA 1911 standards

Provide paper and digital records of testing each vehicle and ground ladder

Vendor must have the capability to test 2 aerial devices and 500 feet ground ladders per day

Costs

**-all labor associated with testing services is included in pricing**

**-all travel and associated cost is included in price**

- the per foot price and per device price to be charged to each Fire Department will be determined by the total footage and device count of all participating Fire Departments in Pinellas County.

Evaluation Criteria

Proposals will be evaluated by the District and the contractor will be selected based on, but not limited to, the following criteria:

- a. Ability, capacity and skill to perform the contract or provide the service required.
- b. Experience on similar projects in Florida and in the Tampa Bay Area.
- c. Personnel assigned to the project and qualifying credentials to perform.
- d. Experience of personnel assigned to the project.
- e. Location of the office to perform the proposed service.

The selected proposer(s) response to stated criteria may be verified by the District. This verification may consist of reference checks, interviews, and site visits.

**PART II**

## INSTRUCTIONS TO PROPSEES AND GENERAL PROVISIONS

### Definitions (as used herein)

- a. The term "Request for Proposal" means a solicitation of proposals. The acronym RFP means Request for Proposal.
- b. The term "proposal" means the offer of qualitative evaluations by the proposer.
- c. The term "professional services" means those services of architects, auditors, dentists, engineers, landscape architects, lawyers, physicians, psychologists, surveyors and any other professional service as determined by the District.
- d. The term "proposer" means the one making an offer.
- e. The term "change order" means a written order signed by the District or authorized representative directing the vendor to make changes to a contract or purchase order resulting from the RFP.
- f. The term "District" means the Lealman Fire District, Florida
- g. The term "District Commission" means the governing body of the Lealman Fire District.

### Preparation of Request for Proposals

- a. Proposer is expected to examine the minimum requirements and all special and general conditions. Omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the District or the compensation to the vendor. Failure to do so is at the proposer's risk. The proposer shall sign the Request for Proposal and print or type his/her name, address, and telephone number on the face page.
- b. The apparent silence of any supplemental minimum requirements as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All workmanship is to be first quality. All interpretations of the minimum requirements shall be made upon the basis of this statement.
- c. Proposals shall be submitted in the format described in this document, other formats will be rejected. Unless otherwise stated within the minimum requirements, **responses to the RFP shall have (1) marked ORIGINAL (3) copies and (1) CDROM – DVD submitted** for evaluation purposes.
- d. The firm should retain a copy of all documents for future reference.
- e. All proposals must be signed with the firm name and by an officer or employee having authority to bind the firm by his/her signature.
- f. Failure to follow the instructions in the request for Proposal is cause for rejection of offer.

### Submission and Receipt of Proposals

- a. Proposals must be received before the specified time as designated in the RFP. A list of firms who submitted proposals will be furnished, upon request.
- b. Proposals shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of RFP, the RFP number, and the name and address of the firm.

- c. The District is not responsible for the US mail or private couriers in regard to mail being delivered by the specified time so that a proposal can be considered.
- d. Telegraph and Facsimile (fax) proposals will not be considered however, proposals may be modified by telegraphic and Fax notice, provided such notices are received prior to the hour and date specified.
- e. Late proposals will be rejected.
- f. Proposals having any erasures or corrections must be initialed by the offeror in ink.
- g. Overnight or Express mail should not be addressed to the PO Box.

#### Acceptance of Offer

The signed proposal shall be considered an offer on the part of the proposer; such offer shall be deemed accepted upon issuance by the District of a Purchase Order, Blanket Purchase Order, or other contractual document.

The contract will be awarded to the most responsible and responsive proposer whose proposal best meets the minimum requirements, and criteria set forth in this RFP.

The District reserves the right to accept or reject any and all proposals or parts of proposals, waive minor informalities.

The District reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall best serve the interest of the District unless otherwise specified.

#### Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the Request for Proposals or addenda (if any) should be reported in writing to the District's Purchasing Manager. Should it be found necessary, a written addendum will be incorporated in the Request for Proposals and will become part of the Purchase Agreement (contract documents). The District will not be responsible for any oral instructions, clarifications or other communications.

#### Right to Reject Proposal

Right is reserved to reject any or all proposals and to disregard typographical, mathematical, or obvious errors. The District will not pay costs incurred by any proposer in the preparation of proposals.

#### Compensation

Compensation which is determined to be fair, competitive and reasonable will be considered during the negotiations of a final contract with the selected proposer.

#### Payment

Payment for the project will be on a lump sum basis. Progressive payments will be made but will not exceed the percent as listed for each level.

#### Fiscal Non-Funding Clause

In the event, sufficient budgeted funds are not available for a new fiscal period, the District shall notify the vendor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the District.

### Extension

If agreed upon by the vendor and the district the term of the agreement can be extended for up to 24 months. The extension will be for 12 month period and shall be agreed upon in writing by the district and the vendor no less than 30 day prior to the 12<sup>th</sup> month of service. Should both parties not agree contract will terminate on the 12<sup>th</sup> month.

### Conflict of Interest

The proposer certifies that, to the best of his knowledge or belief, no elected/appointed official or employee of the District, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this proposal. Financial interest includes ownership of more than 5 percent of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the proposal or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total proposed amount.

Additionally, the proposer, on company letterhead, must divulge at the time of proposal submittal, any relative, other than those already specified, of an elected / appointed official or employee of the District who has a financial interest, as defined herein, in providing the goods or services in the proposal. The District, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the proposal.

### Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or preform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### Options

When the District requests proposals with options regarding the extent of services to be provided, the District requests all proposers to provide a cost breakdown for each option proposed. Although all options may be purchased, some may not. The District reserves the right to decide, at its discretion, which options shall be purchased.

The District reserves the right to engage more than one firm if it is believed that different firms might best serve the District's interests in performing different segments of the work (e.g. one firm provide building estimates, and another to provide infrastructure estimates.)

### Subcontracting

Where proposers do not have the "in-house" capability to preform work desired in the Request for Proposal, subcontracting may be permitted with prior knowledge and approval of the District. The District must be assured and agree that any proposed subcontractor(s) can perform work of the desired quality and in a timely manner. Therefore, the name(s) of any intended subcontractor(s) should be given in the Proposal.

### Failure to Submit Proposal

If you do not wish to submit a proposal, please return the RFP and state reason; other-wise, your name may be removed from our mailing list.

### Default of Contract

In case of default by the proposer, the District may procure the services from other sources and hold the proposer responsible for any excess costs occasioned or incurred thereby.

### Modification for Changes

No agreement or understanding to modify the RFP and resultant purchase order or contract shall be binding upon the District.

### Order or Precedence

In the event of an inconsistency between provisions and the RFP, the inconsistency shall be resolved by giving precedence in the following order: (a) Instructions to Proposers and General Provisions; and, (b) the minimum requirements.

### Examination of Records

The proposer shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the proposer for a minimum of one year from the date the contract is completed and accepted by the District. If any litigation, is started before the expiration of the one year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the District. Should any questions arise concerning this contract, the District and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at District expense. Proposers shall be authorized to retain microfilm copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by a proposer who is subject to these requirements and the proposer is required to so notify any such subcontractor(s).

### Hold Harmless

The parties' recognize that the Contractor/ Vendor is an independent contractor. The Contractor/Vendor agrees to assume liability for and indemnify, hold harmless, and defend the District, it's commissioners, officers, employees, agents, and attorneys of, from and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance, nonperformance, or enforcement of the terms and conditions of this Agreement, Invitation for Bid or Request for Proposal, whether or not due to or caused by the negligence of the District, its commission, officers, employees, agents and attorneys. The Contractor's/Vendor's liability hereunder shall include all attorney's fees and costs incurred by the District in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor/Vendor against the District and the Contractor/Vendor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

### Qualification of Proposer

A proposer may be required, before the award of any contract, to show to the complete satisfaction of the District that he has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

### Disqualification of Proposer

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the proposers, and participants in such collusion will not be considered in future proposals for the same work.

#### Licenses and Permits

The proposer shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the District. The Contractor must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work. The Proposer shall supply documentation of compliance with Section 471.003, Florida Statutes for all design build projects and/or projects meeting the threshold provided in Section 471.03(h), Florida Statute.

#### Provisions for Other Agencies

Unless otherwise stipulated by the proposer, the proposer agrees to make available to the Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the proposal.

#### Applicable Law and Venue

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient matter may not be enforced in or by such courts.

#### Additional Information

Additional information may be obtained from the District, (727) 526-5650 or from the individual listed on the RFP cover letter.

### **PART III SPECIFIC PROPOSAL REQUIREMENTS FOR AERIAL DEVICE AND GROUND LADDER TESTING RFP#17-100**

#### Format

To assure consistency, proposals must conform to the following format:

- Cover Letter
- Table of Contents
- Sections
  - a. Introduction
  - b. Qualifications
  - c. Other Information
  - d. References
  - e. Cost and Time

### Section a – Introduction

This section should contain information about your firm's experience and background. Include complete information regarding experience in this type of commercial service, number of years, number of employees, etc.

### Section b - Qualifications

This section should contain qualifications of personnel. Please submit resumes of key personnel who will be assigned to this contract.

### Section c – Other Information

This section should address any other information necessary for a full understanding of your services. Please provide information on any additional services offered by your firm.

### Section d – References

This form should contain organization name, contact person, phone number and date of services.

### Section e – Cost and Time

This section must clearly state the cost and estimated completion time associated with the project.

**PROPOSAL FORM  
FOR  
AERIAL DEVICE AND GROUND LADDER TESTING  
RFP#17-100**

<u>Item</u>	<u>Cost</u>
Per foot cost for testing 1 – 1,000 feet of ground ladders	_____per foot*
Per foot cost for testing 1,001-3,000 feet of ground ladders	_____per foot*
Per foot cost for testing 3,001 and above feet of ground ladders	_____per foot*
Ladder heat sensors	_____per sensor
Danger/ angle/ Electrical placards	_____per placard
Inspection and Testing Aerial Ladders / platforms 1-15 apparatus	_____Per Apparatus*
Inspection and Testing Aerial Ladders / Elevating platforms 15 or more	_____Per Apparatus*
Inspection and Testing Water Towers                      bb	_____ Per Apparatus*
5 year NDT (per apparatus) if not included above	_____ Per Apparatus*

\*The “per foot” and per apparatus price to be charged to each Fire Department will be determined by the total footage or apparatus of all participating Fire Departments in Pinellas County.

The undersigned proposer does hereby agree to furnish the District, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.



**REFERENCE INFORMATION FOR AERIAL DEVICE AND GROUND LADDER TESTING  
RFP#17-100**

Organization _____		
Person _____	Address _____	
District _____	State _____	Zip _____
Phone Number (____) _____	Project _____	
Cost _____	Date Performed _____	
Organization _____		
Person _____	Address _____	
District _____	State _____	Zip _____
Phone Number (____) _____	Project _____	
Cost _____	Date Performed _____	
Organization _____		
Person _____	Address _____	
District _____	State _____	Zip _____
Phone Number (____) _____	Project _____	
Cost _____	Date Performed _____	
Organization _____		
Person _____	Address _____	
District _____	State _____	Zip _____
Phone Number (____) _____	Project _____	
Cost _____	Date Performed _____	
Organization _____		
Person _____	Address _____	
District _____	State _____	Zip _____
Phone Number (____) _____	Project _____	
Cost _____	Date Performed _____	

**INSURANCE REQUIREMENTS CHECKLIST  
FOR RFP #17-100**

**Items marked "X" must be provided**

<u>  X  </u>	<b><u>General Liability</u></b>	<b><u>Minimum Limits Required</u></b>
	<u>  x  </u> Commercial General Liability	\$ <u>2,000,000</u> General Aggregate
	<u>  x  </u> Occurrence Form	\$ <u>1,000,000</u> Product/Completed Operations Agg.
		\$ <u>1,000,000</u> Personal & Advertising Injury
		\$ <u>1,000,000</u> Professional Liability
<u>  X  </u>	<b><u>Automobile Liability</u></b>	
	Owned, Hired & Non-Owned	\$ <u>1,000,000</u> Combined Single Limit per ( )
<u>  X  </u>	<b><u>Worker's Compensation and Employer's Liability</u></b>	<b><u>Statutory</u></b>
		\$ <u>100,000</u> Each Accident
		\$ <u>500,000</u> Disease - Policy Limit
		\$ <u>100,000</u> Disease - Each employee
	<b><u>Professional Liability - Errors &amp; Omissions</u></b>	(*To be completed by Bidder)
	* Deductible: \$ _____	\$ _____ Aggregate
	* Claims Made (Y/N): _____	\$ _____ Each Claim
	* Occurrence (Y/N): _____	
	<b><u>Builder's Risk/Installation Floater</u></b>	(* To be completed by Bidder)
	* Flood Included \$ _____ Limit	\$ _____ 100% of Completed or Installed Value
	* Transportation Included \$ _____ Limit	All-Risk
	* Storage Included \$ _____ Limit	Form
	<b>District Must Be A Named Insured. Copy of Policy Will Be Required.</b>	
	<b><u>Other</u></b>	
	_____	\$ _____

- X   The Certificate of Insurance must show "The District, its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the District is an additional insured and providing for waiver of subrogation by the Vendor/Subcontractor when applicable.
- X   Vendor/Subcontractor shall provide immediate notice of any Vendor/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP. Vendor/Subcontractor shall immediately forward to the District any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s).
- X   Certificates must identify bid number and bid title.
- X   Subcontractors must carry same Insurance limits.
- X   Insurance Carrier should be A rated.
- X   The District reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP and/or any Purchase Order issued in accordance with this RFP.

**Statement of Bidder: We understand the requirements requested and agree to comply fully.**

\_\_\_\_\_  
**Bidder - Authorized Signature**  
A complete copy of this form with original signature must accompany RFP

## Request for Taxpayer Identification Number and Certification

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

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

<b>Social security number</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"> </td> <td style="width: 3%; text-align: center;">-</td> <td style="width: 33%; height: 20px;"> </td> <td style="width: 3%; text-align: center;">-</td> <td style="width: 28%; height: 20px;"> </td> </tr> </table>		-		-	
	-		-			
<b>or</b>						
<b>Employer identification number</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; height: 20px;"> </td> <td style="width: 3%; text-align: center;">-</td> <td style="width: 67%; height: 20px;"> </td> </tr> </table>		-			
	-					

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

<b>Sign Here</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;">Signature of U.S. person ▶</td> <td style="width: 40%; padding: 5px;">Date ▶</td> </tr> </table>	Signature of U.S. person ▶	Date ▶
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/fw9](http://www.irs.gov/fw9).

### 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.