

# LUMPKIN COUNTY BOARD OF COMMISSIONERS

# **INVITATION TO BID**

# #2018-005 DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

SUBMISSIONS ARE DUE NO LATER THAN 2:00 PM, EST, TUESDAY, SEPTEMBER 11, 2018, AND SHOULD BE DELIVERED TO

LUMPKIN COUNTY BOARD OF COMMISSIONERS ATTENTION: RYAN MCDUFFIE, PURCHASING AGENT 99 COURT HOUSE HILL, SUITE D DAHLONEGA, GEORGIA 30533

ELECTRONIC SUBMISSIONS VIA E-MAIL OR FAX WILL NOT BE ACCEPTED

# **INVITATION TO BID**

Lumpkin County Board of Commissioners is soliciting sealed bids from qualified individuals or companies to provide professional services on an on-call basis under an annual contract to facilitate and coordinate the removal, collection and disposal of debris following a disaster. The Contractor shall provide all materials and services necessary in the performance of this bid. The County does not guarantee a minimum value for this contract.

A pre-bid meeting will not be held.

Sealed bids may be hand delivered or mailed to 99 Courthouse Hill, Suite D, Dahlonega, Georgia 30533 until 2:00 pm on Tuesday, September 11, 2018. Late proposals will not be accepted. Immediately following the deadline only the names of the bidders will be recorded and read aloud in the the 1st Floor Meeting Room at the above location. Detailed bid documents are available online at <a href="https://www.lumpkincounty.gov">www.lumpkincounty.gov</a> under the BIDS & SOLICITATIONS link and in the Purchasing Agent's office.

Questions in reference to this ITB should be in writing to the Lumpkin County Purchasing Agent, Ryan McDuffie at <a href="mailto:ryan.mcduffie@lumpkincounty.gov">ryan.mcduffie@lumpkincounty.gov</a> or faxed to 706-482-2201 before 2:00 PM on August 28, 2018. All answers will be answered via addenda no later than 5:00 PM on August 29, 2018.

The Lumpkin County Board of Commissioners reserves the right to reject any and all bids and to waive any technicalities or irregularities and to award the bid based on the best interests of Lumpkin County.

## 1.0 GENERAL OVERVIEW

## 1.1 Purpose of Procurement

Lumpkin County Board of Commissioners is soliciting sealed bids from qualified individuals or companies to provide professional services on an on-call basis under an annual contract to facilitate and coordinate the removal, collection and disposal of debris following a disaster. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost the Lumpkin County, Georgia. The Contractor shall provide all materials and services necessary in the performance of this bid. The County does not guarantee a minimum value for this contract.

ACTIVITY

#### 2.0 INFORMATION TO VENDORS

#### 2.1 Schedule of Events

DATE

DATE	ACIIVIII
August 15, 2018	Release of ITB
August 28, 2018, 2:00 PM, EST	Deadline for written questions to be submitted to
	Purchasing Director
August 29, 2018, 5:00 PM, EST	Answers to written questions posted to website:
	www.lumpkincounty.gov
September 11, 2018 2:00 PM, EST	Submittal Deadline
September 18, 2018	Tentative Award Date

#### 2.2 Bid Submission

One (1) original and three (3) copies of the complete signed submittal must be received by Tuesday, September 11, 2018 at 2:00 PM, EST. Bids must be submitted in a sealed envelope with the following information clearly written or typed on the outside:

Bidder's name and address

ITB # 2018-005 Disaster Debris Removal and Disposal Services

Hand delivered items will be accepted at the address listed in this document between the hours of 8:00 AM and 5:00 PM EST, Monday through Friday, excluding holidays observed by the Lumpkin County Board of Commissioners.

Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. NOTE: Many express mail and delivery services do not guarantee overnight by noon delivery to Lumpkin County.

Submission by USPS must be sent to the address listed in this document. The submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the yendor.

# 3. Contact Person

Vendors are encouraged to contact Ryan McDuffie, Purchasing Agent at (706) 482-2552, by fax at (706) 482-2201 or email <a href="mailto:ryan.mcduffie@lumpkincounty.gov">ryan.mcduffie@lumpkincounty.gov</a> to clarify any part of the ITB requirements. All questions that arise prior to the deadline for questions due date shall be directed to the contact person in writing via fax or email. Any unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the vendor's

submittal.

Vendors may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1) through the Purchasing Agent named herein, or 2) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any vendor violating this provision.

#### 4. Additional Information/Addenda

Lumpkin County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the County's website under the bid information. Vendors should not rely on any representations, statements or explanations other than those made in the ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. Vendors are advised to check the website for addenda before submitting their bids.

<u>Vendors must acknowledge any issued addenda by including the Addenda Acknowledgement</u> with the submittal packet. Bids which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements.

#### 5. Late Submittal

Submittals received after the due date and time will not be considered. Lumpkin County Government assumes no responsibility for the premature opening of a bid not properly addressed and identified and /or delivered to the proper designation.

# 6. Rejection and Cancellation of Bid

Lumpkin County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Lumpkin County. Lumpkin County reserves the right to cancel this bid at any time.

# 7. Minimum ITB Acceptance Period

Submittals shall be valid and may not be withdrawn for a period of 90 days from the date specified for the receipt of submittals.

#### 8. Non- Collusion Affidavit

By submitting a response to this ITB, the vendor represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the vendor has not directly or indirectly induced or solicited any other vendor to put in a sham bid, or any other person, firm or corporation to refrain from submitting and that the vendor has not in any manner sought by collusion to secure to that vendor any advantage over any other vendor.

# 9. Cost Incurred by Vendors

All expenses involved with the preparation and submission of the ITB to the Lumpkin County Board of Commissioners or any work performed in connection therewith is the responsibility of the vendor.

## 10. ITB Opening

Bids will be opened and read immediately following bid submittal deadline at the physical address stated in the document. A copy of the bid tabulation may be obtained from the Purchasing Director, after the bid has been awarded.

#### 11. Open Records

All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of Lumpkin County Board of Commissioners. All such materials shall remain the property of Lumpkin County and will not be returned to the respondent.

#### 12. Taxes

Lumpkin County Government is tax exempt. No sales tax will be charged on any products or services. Lumpkin County cannot exempt any other person/vendor from applicable sales taxes that may be required of them in relations to this project. Selected vendor will be provided with Lumpkin County's Sales and Use Tax Certificate of Exemption upon request.

#### 13. Vendor Information

All submissions shall include a completed vendor information form and a current W-9. These forms ae included in the submittal package that is part of this document. Failure to provide this information could result in the disqualification of the submitted bid.

## 14. Insurance

The selected vendor will be required to provide a Certificate of Insurance as proof of coverage while under contract with Lumpkin County. Lumpkin County Board of Commissioners shall be named as the certificate holder.

Worker's Compensation and Employer's Liability Insurance should be maintained in an amount not less than \$1,000,000.00.

Comprehensive General Liability Insurance should be maintained in an amount not less than \$1,000,000.00 per occurrence.

Automobile Liability Insurance should be maintained in an amount not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

#### 15. Bonds

If required, any combination of the following bonds may be requested by Lumpkin County:

Five (5%) bid bond

One hundred percent (100%) payment bond

One hundred percent (100%) performance bond

All bonds shall be made payable to Lumpkin County Board of Commissioners. Failure to submit appropriate bonding will result in automatic rejection of bid.

The bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission and listed in the Department of Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies and have an A.M. Best rating.

## 16. Anti-Discrimination

Lumpkin County does not discriminate on the basis of race, religion, color, sex, national origin, age or disability.

#### 17. Georgia Security and Immigration Compliance Act

Vendors submitting a bid must provide the following information to indicate compliance with the Georgia Security and Immigration Compliance Act. The form is provided with the submittal package of this document.

#### SECTION II - GENERAL CONDITIONS

#### A. PURPOSE

Lumpkin County Board of Commissioners is soliciting sealed bids from qualified individuals or companies to provide professional services on an on-call basis under an annual contract to facilitate and coordinate the removal, collection and disposal of debris following a disaster. It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost the Lumpkin County, Georgia. The Contractor shall provide all materials and services necessary in the performance of this bid. The County does not guarantee a minimum value for this contract.

**NOTE:** Lumpkin County has tried to follow the FEMA model for this solicitation. If in the event, Lumpkin County has included language that conflicts with FEMA guidelines, FEMA rules and regulations shall prevail.

#### B. CONTRACT PERIOD

The initial term of a contract awarded as a result of this ITB shall be from September 1, 2018 through August 31, 2019. The contract may be renewed according to the terms stated herein for four (4) additional one (1) year periods.

The contract shall terminate absolutely and without further obligation at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this contract. The County does not guarantee a minimum value for this contract.

If at any time, the County determines it is in its best interest to discontinue use of these services the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

## C. SCOPE OF WORK

#### INTRODUCTION

Natural and man-made disasters precipitate a variety of debris that includes, but is not limited to, such things as trees, sand, gravel, building/construction materials, vehicles, personal property, etc.

The quantity and type of debris generated from any particular disaster is a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity.

The quantity and type of debris generated, its location, and the size of the area over which it is dispersed directly impacts the type of collection and disposal methods used to address the debris problem, associated costs incurred, and the speed with which the problem can be addressed.

In a major or catastrophic disaster, Lumpkin County may have difficulty in locating staff, equipment, and funds to devote to debris removal, in the short as well as long term.

Private contractors play a significant role in the debris removal, collection, reduction, and disposal process.

The debris management program implemented by Lumpkin County will be based on the waste management approach of reduction, reuse, and reclamation, resource recovery, incineration, and land filling, respectively.

#### **Concept of Operations**

The Lumpkin County Road Department is responsible for the debris removal function. The Road Department (RD) will work in conjunction with designated support agencies, utility companies, waste management firms, and trucking companies to facilitate the debris clearance, collection, reduction, and disposal needs following a disaster. RD will be responsible for removing debris from the public right-of-way.

Because of the limited quantity of resources and service commitments following the disaster, Lumpkin County may be forced to rely heavily on private contractors to remove, collect, and manage debris for reuse, resource recovery, reduction, and disposal. When it is deemed necessary, and in the best interest of the county, the entire process (i.e., clearance, collection, transporting, reduction, and disposal, etc.) or segments of the process can be contracted out.

The Lumpkin County Road Department may also develop and maintain a list of approved contractors who have the capability to provide debris removal, collection, and disposal in a cost effective, expeditious, and environmentally sound manner following a disaster.

#### Responsibilities

This section is designed to outline which departments and/or agencies have responsibilities to provide debris removal service during the recovery phase of a local disaster. These agencies and their responsibilities are outlined below.

- 1. Lumpkin County Emergency Management Agency (EMA) The Lumpkin County EMA is responsible for developing, maintaining, and exercising the Lumpkin County Debris Management Plan. The EMA Director will work with the heads of the other agencies and departments outlined in the plan to develop and implement this plan. The EMA Director will be responsible for coordinating the needed resources to facilitate debris removal which may include activating pre-event debris removal contracts with private vendors.
- **2.** Lumpkin County Finance Department The Lumpkin County Finance Department will responsible for ensuring that all aspects of the Debris Management plan are carried out in accordance with the appropriate accounting practices under applicable local, state, and federal regulations.
- **3. Lumpkin County Attorney** The Lumpkin County Attorney will be responsible for reviewing all contracts received from any vendor to ensure completeness, accuracy, and that they meet all applicable local, state, and federal legal requirements.
- **4. Lumpkin County Road Department** Lumpkin County Road Department is the primary department within Lumpkin County responsible for debris removal. They will be responsible for providing debris removal before, during, and after any disaster which affects Lumpkin County. If the event is of the magnitude that it overwhelms their resource capabilities, the Public Works Director will enact mutual aid agreements with neighboring jurisdictions. In the event that sufficient mutual aid is not available then the Public Works will communicate the need for additional resource support to the EMA Director who will then be responsible for coordinating the acquisition of additional resources which may include private contractors.
- **5.** Volunteer Groups Various volunteer groups have been identified to assist in debris removal and clean up during disaster operations. These groups would operate under authority of the Emergency Management Agency and be assigned to various support roles under the supervision and direction of the Road Department Superintendent. Examples of these types of volunteer groups are CERT, American Red Cross volunteers, local church, civic organizations, and others.
- **6. Private Contractors** Private contractors may be employed to supplement the efforts of County and volunteer work crews. If it is determined that the available resources are insufficient to complete the debris removal process in a timely manner, then pre-selected private contractors may be utilized to perform all or parts of the clean up. They will be advised and given explicit details as to the scope of their operations. The extent of their involvement will be dictated by the needs of the county and are incident specific.

#### **Priorities**

The debris removal process must be initiated promptly and conducted in an orderly, effective manner in order to protect public health and safety following a major or catastrophic event. To achieve this objective, the first priority will be to clear debris from key roads in order to provide access for emergency vehicles and resources into the impacted area. Key roads in Lumpkin County are identified as follows:

- 1. US Hwy 19
- 2. Auraria Rd
- 3. Cavenders Creek Rd
- 4. Burnt Stand Road.
- 5. Town Creek Church Rd
- 6. Camp Wahsega Rd
- 7. Oak Grove Rd
- 8. Red Oak Flats Rd
- 9. Long Branch Rd.
- 10. SR 52
- 11. SR 115
- 12. SR 9
- 13. SR 60

The need and demand for critical services will be increased significantly following a disaster. Therefore, the second priority that debris removal resources will be assigned is providing access to critical facilities pre-identified by State and local governments. Critical facilities in Lumpkin County have been identified as:

- 1. Lumpkin County E911 Center (57B Pinetree Way)
- 2. Lumpkin County Fire Rescue Headquarters (57A Pinetree Way)
- 3. Lumpkin County Emergency Operations Center (57B Pinetree Way)
- 4. Lumpkin County Board of Commissioners (99 Courthouse Hill, Suite A)
- 5. Lumpkin County Detention Center (385 East Main Street)

\*\*\*This list is subject to change in consideration of other medical facility locations and/or emergency personnel. A finalized list will be provided upon activating the contract for services.

The third priority for the debris removal teams to address will be the elimination of debris related threats to public health and safety. This will include such things as the repair, demolition, or barricading of heavily damaged and structurally unstable buildings, systems, or facilities that pose a danger to the public. Any actions taken to mitigate or eliminate the threat to the public health and safety must be closely coordinated with the owner or responsible party. If access to the area can be controlled, the necessary actions can be deferred.

## **Health and Safety**

All workers operating under the authority of Lumpkin County will abide by the Lumpkin County Safety Policy. In addition to the County policy they are expected to abide by all applicable state and federal guidelines governing workplace safety. These policies and guidelines are issued to every employee upon being hired and are posted prominently when required. The Lumpkin County Risk Manager will serve as the Health and Safety Officer.

The health and safety of workers as well as the general public will be given the highest priority throughout the entire operation. During the daily briefing where crews are given their assignments, there will be time devoted to brief all personnel on safety practices and inform them of any accidents that may have occurred the previous work shift. Examples of safety topics that may be included in the briefings are things such as safety belt use, using PPE, being aware of the potential for shifting loads, working around charged electrical lines, etc. Crew leaders should ensure that every member of their crew is issued and uses proper protective equipment prior to beginning work to include but not limited to, hard hat, gloves and safety glasses. Other safety items to be considered are such things as dust masks, steel toed shoes, etc.

Personnel required to drive or operate heavy machinery will be checked to ensure that they have the proper license and/or certification to operate such equipment and/or vehicles.

A safety officer will be appointed for each crew including site monitoring activities. This safety officer will stop operations any time they witness anything deemed to be an unsafe act. If an individual is found to engage in unsafe actions on a continual basis they may be relieved from duty immediately. A written report will be made and a copy sent to the employee's immediate supervisor.

In accordance with County policy all accidents must be reported immediately, appropriate report and documentation completed, and drug screening performed before the individual(s) are allowed to return to duty.

# **Estimating Debris Quantities**

The formula for estimating debris quantity is: Q=H(C)(V)(B)(S)

- H (Households) = Population/3 (3 persons per household)
- C (Category of Storm) = Factor (See table below)
- V (Vegetation Multiplier) = Factor (See table below)
- B (Commercial Density Multiplier) = Factor (See table below)
- S (Precipitation Multiplier) = Factor (See table below)

Hurricane Category	Value of "C" Factor
1	2 CY
2	8 CY
3	26 CY
4	50 CY
5	80 CY
Vegetative Cover	Value of "V" Multiplier
Light	1.1
Medium	1.3
Heavy	1.5

Commercial Density	Value of "B" Multiplier
Light	1.0
Medium	1.2
Heavy	1.3
Draginitation	Volve of "C" Multiplion
Precipitation	Value of "S" Multiplier
None to Light	1.0
Medium to Heavy	1.3

Once the amount of debris has been estimated, the county will require temporary storage sites the size of which can be determined by taking the following factors into consideration:

- 1. The debris pile shall be stacked to a height of no more than 10 feet.
- 2. 60% usage of the land area will be devoted to roads, safety buffers, and burn pits, household hazardous waste, etc.
- 3. 10-foot stack height = 3.33 yards
- 4. 1 acre = 4,840 square yards (sy)
- 5. Total volume per acre =  $4,840 \text{ sy/ac} \times 3.33 \text{y} = 16,133 \text{ cy/ac}$ .

Using the above assumptions, the estimate of total debris from any hurricane will be within 30% plus or minus of the actual amount of debris accumulated.

Lumpkin County has estimated that under an average scenario, e.g., is a Category 3 hurricane, medium vegetation cover, light commercial density, and medium to heavy precipitation, the number of acres needed for a temporary landfill is 45.4 acres. The calculation (assuming a population of 30,000) is as follows:

Q = H(C) (V) (B) (S) Q = 10,000 x 26 x 1.3 x 1.0 x 1.3 Q = 439,400 CY of debris.

439,400 (CY of debris) / 16,133 (cy/ac) = 27.24 acres of debris. 27.24 acres x 1.66 (60% more area needed for roads, etc.)= 45.4 acres.

Note: To help visualize what 439,400 CY of debris looks like, picture a building occupying 1 acre. 1,000,000 CY of debris would create a stack 62' high on one acre. That building would be 27 feet high or approximately 2.7 stories high.

#### **Site Selection**

Debris storage and reduction sites will be identified and evaluated by the Lumpkin County Road Department based on their knowledge of the area and the availability of suitable county owned and/or maintained properties.

In most cases, debris will initially be placed in one of several temporary holding areas, determined before the onset of the disaster, until such time as a detailed plan of debris collection and disposal is prepared. This is not anticipated until after the local traffic has been restored. Temporary debris collection sites should be readily accessible by recovery equipment and should not require extensive preparation or coordination for use. Collection sites will be on public property to facilitate the implementation of the mission and mitigate against any potential liability requirements. Activation of sites will be under the control of the Director of Public Works and will be coordinated with other recovery efforts through the Emergency Operations Center.

Construction and demolition debris from private property will not be accepted at any county owned collection site. Any construction and demolition debris will be disposed of directly at the Lumpkin County Transfer Station which is operated by a private contractor.

All of the above-mentioned sites and any additional sites that may be identified during an event shall have drive thru access to facilitate increased safety and more efficient operations. All vehicles will enter through an access point clearly marked as "Entrance only" and pass through the monitoring station. They will be able to pull to the offload site and then exit through a separate point marked with "Exit Only" signage. At no time should a vehicle be required to back up or meet another vehicle traveling in the opposite direction.

#### **Debris Classification**

To facilitate the debris management process, debris will be segregated by type. It is recommended that the categories of debris established for recovery operations will be standardized. Lumpkin County will adopt the categories established for recovery operations by the U.S. Army Corps of Engineers\*. Debris removed will consist of two broad categories, clean wood debris and construction and demolition (C&D) debris. Most common hurricane-generated debris will consist of 30% clean wood material and 70% C&D. Of the 70% mixed C&D it is estimated 42% will be burnable but require sorting, 5% will be soil, 15% will be metals, and 38% landfill.

Definitions of classifications of debris are as follows:

**Burnable Materials:** Burnable materials will be of two types with separate burn locations:

**Burnable Debris:** Burnable debris includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; and bushes. Burnable debris consists predominately of trees and vegetation. Burnable debris does not include garbage or construction and demolition material debris.

**Burnable Construction Debris:** Burnable construction and demolition debris consists of non-creosote structural timber, wood products, and other materials designated by the coordinating agency representative.

**Non-burnable Debris:** Non-burnable construction and demolition debris includes, but is not limited to, creosote timber, plastic, glass, rubber and metal products, sheet rock, roofing shingles, carpet, tires, and other materials as may be designated by the coordinating agency. Garbage will be considered non-burnable debris.

**Stumps:** Stumps will be considered tree remnants exceeding 24 inches in diameter; but no taller than 18 inches above grade, to include the stump ball. Any questionable stumps shall be referred to the designated coordinating agency representative for determination of its disposition.

**Ineligible Debris:** Ineligible debris to remain in place includes, but is not limited to, chemicals, petroleum products, paint products, asbestos, and power transformers.

Any material that is found to be classified as hazardous or toxic waste (HTW) shall be reported immediately to the designated coordinating agency representative. At the coordinating agency representative's direction, this material shall be segregated from the remaining debris in such a way as to allow the remaining debris to be loaded and transported. Standing broken utility poles, damaged and downed utility poles and appurtenances, transformers and other electrical material will be reported to the coordinating agency representative. Emergency workers shall exercise due caution with existing overhead and underground utilities and above ground appurtenances and advise the appropriate authorities of any situation that poses a health or safety risk to workers on site or to the general population.

\*Debris classifications developed and used by the Corps of Engineers in Hurricane Andrew recovery.

#### **Debris Management Actions**

Debris removal operations will be conducted in two phases. The initial phase will consist of clearing debris from affected areas identified as a high priority in order to maintain viable transportation corridors and provide essential services to the population at large. Many of these priority areas have been identified elsewhere in this plan. A preliminary damage assessment will be conducted concurrently with this phase of operation to determine the scope of damage as well as developing time and cost estimates for the recovery process.

Once the initial phase of debris removal operations has been concluded and damage assessments findings have been reviewed the next phase will begin which will involve clearing debris from all public right of ways and publicly owned property. During this phase it will likely be necessary to utilize the service of one or more of the debris removal contractors identified later in this plan with which Lumpkin County has established pre-event contracts. This decision will be guided by the estimates provided in the preliminary damage assessment and the amount of available Road Department resources.

#### Site Monitoring

In order to ensure that all debris removal activities are conducted in a manner consistent with FEMA guidelines and to ensure that Lumpkin County retains its eligibility to receive funding for reimbursement should it become available, monitoring stations will be set up at each collection and disposal site. A site monitor will be established to ensure that debris is separated properly before being loaded at the loading site. All site monitoring will be conducted by Lumpkin County personnel whether operations are being conducted by Lumpkin County resources, private contractors, or both.

Once debris is loaded it will be hauled to the temporary disposal sites where it will be off loaded into the appropriate area. There will be a site manager assigned to oversee operations at these sites and to direct the efforts of the individual site monitors. As the driver enters the disposal site he will stop at a monitoring station where the load will be inspected to ensure that it has been separated, loaded properly, and is being transported in an approved container. The load will also be inspected and an estimated volume determined and recorded on the appropriate reporting forms. Once the load is cleared at the monitoring station it will proceed to the off-load point where another monitor will supervise the off loading to ensure that the load is placed in the appropriate location and there are no problems with the load that may not have been identified at earlier stations.

#### **Site Close Out**

Each temporary debris staging and reduction site will eventually be emptied of all material and be restored to its previous condition and use.

Before activities begin ground and aerial photos will be taken, important features such as structures, fences, culverts, and landscaping will be noted. Random soil samples will be taken as well as water samples from existing wells. The site will be checked for volatile organic compounds.

After activities begin, constant monitoring of air quality and soil and water samples will take place. Photos, maps, and sketches of the site will be updated and fuel spills will be noted.

At close-out final testing of soil, water, and air quality and compared to original conditions. All ash will be removed and any remediation actions will be taken.

## **Disposal and Reduction**

Once the debris is removed from the damage sites, it will be taken to the temporary land fills. The three methods of disposal are burning, recycling, and grinding/chipping.

Grinding and chipping will be utilized as a viable reduction method. Grinding and chipping reduces the volume on a 4 to 1 ratio. For grinding and chipping to be feasible, 25% of volume remaining must have some benefit or use.

The three primary burning methods are open burning, air curtain pit burning, and incineration. Any and all burning will be conducted with regards to all applicable local, state, and federal environmental regulations. Controlled open burning is a cost-effective method for reducing clean woody debris in rural areas. Burning reduces the volume by 95%, leaving only ash residue to be disposed of. Air curtain pit burning substantially reduces environmental concerns. The blower unit must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. Portable incinerators use the same methods as air curtain pit systems. The only difference is that portable incinerators utilize a pre-manufactured pit in lieu of an onsite constructed earth/limestone pit.

Metals, wood, and soils are prime candidates for recycling. Most of the non-ferrous metals are suitable for recycling. The process for recycling debris is addressed in a later section of this plan.

## Recycling

Every effort will be made to recycle as much debris related material as possible. Lumpkin County currently operates several local recycling centers where citizens can drop off recyclable materials, including white goods, and will manage recyclable material during a disaster in the same manner. Information on recycling options will be given to the public through press releases issued through the EOC throughout the event.

Reduction of vegetative debris is addressed in a later section of this plan. Several options are made available for the recycling of reduced vegetative debris. Once the debris is ground or chipped Lumpkin County will make efforts to identify possible businesses locally that have use for the reduced material. Likely sources will be local industries that currently burn wood shavings and tree bark in boilers. Once debris operations are concluded and a site can be safely established, reduced debris may be made available free of charge for citizens to use as mulch if an established desire for such use can be established. These options if utilized will reduce the impact on the local landfills.

White goods are currently included as part of the local recycling effort as well and would be extended during debris operations. White goods consist of such items as refrigerators, washing machines, dryers, electronics, etc. Once collected these items are sold to local scrap metal contractors who break them down and recover any hazardous materials contained in them such as Freon.

Lumpkin County will also explore options to recycle other types of debris that may be present during disaster recovery operations. Any type of material that can be recycled in a safe and legal manner will be in order to lessen the environmental impact on local landfills.

#### **Environmental Requirements**

In the event that Lumpkin County or a contractor operating under authority of the county chooses to operate a burn pit as a means of reducing debris certain environmental concerns will need to be addressed in accordance with locally established burn ordinances and state and federal environmental and air quality regulations. The following requirements for operating a burn pit will need to be adhered to:

- 1. A setback of at least 1,000 feet should be maintained between the debris piles and the incineration area. Keep at least 1,000 feet between the incineration area and the nearest building. Contractors should use fencing and warning signs to keep the public away from the incineration area.
- 2. The fire should be extinguished approximately two hours before anticipated removal of the ash mound. The ash mound should be removed when it reaches 2 feet below the lip of the incineration pit.
- 3. The incineration area should be placed in an above ground or below ground pit that is no wider than 8 feet and between 9 and 14 feet deep.
- 4. The incineration pits should be reinforced with earth anchors or wire mesh to support the weight of the loaders. There should be a 1-foot impervious layer of clay on the bottom of the pit to seal the ash from the aquifer.
- 5. The ends of the pits should be sealed with dirt or ash to a height of 4 feet.
- 6. A 12-inch dirt seal should be placed on the lip of the incineration pit area to seal the blower nozzle. The nozzle should be 3 to 6 inches from the end of the pit.
- 7. There should be 1-foot high, unburnable warning stops along the edge of the pit's length to prevent the loader from damaging the lip of the incineration pit.
- 8. Hazardous or contaminated ignitable material should not be placed in the pit. This is to prevent contained explosions.
- 9. The airflow should hit the wall of the pit about 2 feet below the top edge of the pit, and the debris should not break the path of the airflow except during dumping.
- 10. The pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.

Environmental requirements for site remediation are addressed in the Site Closeout section of this plan.

#### **Hazardous Materials and Waste**

Lumpkin County is not permitted to handle the disposal of household hazardous waste that may be present among storm debris. In the event that such waste disposal becomes necessary Lumpkin County will ensure that those items deemed hazardous, such as aerosol cans, paints, solvents, flammable liquids, poisons, etc., are separated from other types of debris. Citizens will be instructed to take these items to a certified hazardous waste disposal site. In Lumpkin County, Care Environmental Inc. is certified and licensed to handle such household hazardous waste. Lumpkin County will also contract with Care Environmental to handle the disposal of hazardous waste found on public property for which Lumpkin County is responsible.

#### Permits

The responsibility for obtaining and maintaining any and all applicable permits associated with debris removal operations would fall on the Lumpkin County Public Works Director. Based on current plans and practices it is not anticipated that any permits will be required beyond the ones that are currently maintained by the Road Department for operation of their inert landfill and solid waste management program. If special permits related to traffic flow become necessary they should be obtained from the Lumpkin County Sheriff's Office or Georgia Department of Transportation depending on whether the roads are state or county owned routes. Permits for establishment of burn pits would be obtained from the Lumpkin County Fire Chief.

# **Private Property**

Debris removal from private property is the responsibility of the individual property owner. If debris on residential property and private businesses is so widespread that public health, safety or economic recovery of the community is threatened, the Public Health Director may authorize the demolition and removal of debris as part of a local health emergency under the authority granted by the State of Georgia. Whenever possible efforts should be made to seek prior approval from FEMA Debris Management Specialist to ensure that operations are conducted in a manner that will allow for reimbursement of expenses should such reimbursement funding become available. There are currently no local ordinances or laws granting provisions for Lumpkin County employees to conduct work on private property during a disaster.

#### **Public Information**

During any disaster the Lumpkin County Emergency Management Director (EMA) will be responsible for dissemination of timely and accurate information to the media and the general public regarding the ongoing efforts of the local agencies in conducting debris removal operations. As part of the informational campaign of the EMA Director they will need to develop effective press releases to educate citizens on how the debris removal process will be coordinated and accurately explain what will and will not be removed by work crews under the direction of Lumpkin County and its represented agencies. Proper education on how to separate debris categorically will be vital to ensuring that debris removal operations can move forward as rapidly and efficiently as possible. This information should be coordinated through the Lumpkin County EMA and Road Department. It would also be advisable to develop fact sheets that can be handed out to citizens by workers in the field. This can often times eliminate confusion that may arise from individuals who are simply uninformed of appropriate processes.

## D. PROPERTY DECRIPTION

Lumpkin County, rest at the foothills of the Blue Ridge Mountains and covers 283 square miles. The 2014 census estimates reported 31,176 residents live within Lumpkin County.

#### E. ADMINISTRATION

The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub-contractor or personnel is unsatisfactory.

#### F. PAYMENT

Payment terms are net thirty (30) days Lumpkin County is exempt from all Federal, State and Local excise tax. Invoice should be mailed to:

Lumpkin County Board of Commissioners Attn: Accounts Payable 99 Courthouse Hill, Suite D Dahlonega, GA 30533

#### G. ACCURACY OF WORK

The Contractor shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the Contractor of the responsibility for subsequent correction of errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent acts, errors, or omissions by the Contractor or latent defects in the products sold by the Contractor.

At any time during the execution of this project or during any phase of work performed by others based on data secured by the Contractor under this Agreement, the Contractor shall confer with the County for the purpose of interpreting the information supplied by the Contractor and to correct any errors or omissions. The above consultations, clarifications, and/or corrections shall be made without added compensation to the Contractor. The Contractor shall give immediate attention to these changes so there will be minimum delay to others. The Contractor shall be responsible for errors and omissions and save harmless the County and its agents as provided in this Agreement.

#### H. OWNERSHIP

Reports, plans, data, statistics, specifications, and other supporting records compiled or prepared in the performance of the Services required by this Contract, shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this Contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the contract except that Contractor shall have the right to retain copies of the same.

#### I. NEWS RELEASES BY CONTRACTOR

As a matter of policy, the County does not endorse the products or services of a Contractor. News releases concerning any resultant contract from this solicitation shall not be made by a Contractor without the prior written approval of the County. All proposed news releases shall be routed to the Lumpkin County Purchasing Director for review and approval.

#### J. CANCELLATION

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State where made or having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

The COUNTY and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Contractor to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

#### H. DRUG FREE WORKPLACE

By submission of a Proposal, the Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

- 1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and
- 2. Each Contractor who hires a sub Contractor to work in a drug-free work place shall secure from that sub Contractor the following written certification:
- 3. As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

4. The Contractor further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

#### I. ASSIGNMENT OF CONTRACTURAL RIGHTS

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of a contract that may result from this bid or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

#### J. INDEMNITY

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

## H. DOCUMENTS DEEMED PART OF CONTRACT

All Contract Documents issued by the Owner and executed by both parties through the completion of the project shall be deemed part of the contract. No documentation or information provided by the proposer or contractor, as part of this proposal or otherwise, shall be deemed part of the contract unless and until incorporated into the contract documents issued by the Owner.



# VENDOR'S CHECKLIST AND BID SUBMITTAL PACKET

COMPANY NAME:	
PLEASE INDICATE YOU HAVE COMPLETED THE FOLIOWING ORDER:	LOWING DOCUMENTATION AND SUBMIT THEM IN THE
☐ EXECUTION OF PROPOSAL	
☐ PRICE PROPOSAL	
☐ BID BOND 5%	
$\square$ Affidavit of Non-Collusion	
☐ DRUG-FREE WORKPLACE	
□ ADDENDA ACKNOWLEDGEMENT	
☐ GEORGIA'S SECURITY AND IMMIGRATION COMPLIA	ANCE ACT AFFIDAVIT
□COMPLETED W9	
☐ PROOF OF INSURANCE CERTIFICATION	
□COPY OF ANY CERTIFICATIONS REQUESTED WITHIN	N ITB (IF APPLICABLE)
AUTHORIZED SIGNATURE	TITLE
PRINT NAME	DATE

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID



# **VENDOR'S INFORMATION FORM**

1.	LEGAL BUSINESS NAME_	
2.	Street Address	
3.	CITY, STATE & ZIP	
4.	TYPE OF BUSINESS: STATE OF REGISTRATION: (ASSOCIATION, CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, ETC.)	
5.	NAME & TITLE OF AUTHORIZED SIGNER:	_
6.	PRIMARY CONTACT	
7.	PHONE FAX_	-
8.	E-MAIL	
9.	COMPANY WEBSITE	
	. Has your company ever been debarred from doing business with any federal, state, of ency?	LOCAL
	YES NO	
IF	YES, PLEASE STATE THE AGENCY NAME, DATES, AND REASON FOR DEBARMENT.	
-		-
_		

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID



# VENDOR'S EXECUTION OF PROPOSAL FORM

DATE:	
THE POTENTIAL CONTRACTOR CERTIFIES THE FOLLOWI	ING BY PLACING AN " $X$ " IN ALL BLANK SPACES:
That this bid was signed by an authorized re	EPRESENTATIVE OF THE FIRM.
THAT THE POTENTIAL CONTRACTOR HAS DETERM MATERIALS AND SUPPLIES ASSOCIATED WITH PERI	
THAT ALL LABOR COSTS ASSOCIATED WITH THIS PLANT ALL DIRECT AND INDIRECT COSTS.	ROJECT HAVE BEEN DETERMINED, INCLUDING
That the potential Contractor agrees to the Bid with no exceptions.	HE CONDITIONS AS SET FORTH IN THIS INVITATION TO
THEREFORE, IN COMPLIANCE WITH THE FOREGOIN CONDITIONS THEREOF, THE UNDERSIGNED OFFERS A WITHIN SIXTY (60) DAYS FROM THE DATE OF THE OPRICES QUOTED WITHIN THE TIMEFRAME REQUIRED.	ND AGREES, IF THIS PROPOSAL IS ACCEPTED
Business Name	
AUTHORIZED SIGNATURE	DATE
TYPED NAME & TITLE	

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



Category	Field Name & Description	Unit	Cost per Unit	Established Total Units	Total
	0-15 Miles Veg from Rights-of-Way (ROW) to Debris Management Site (DMS) Vegetative collect and removal for haul distance up to				
	15 miles	CY			
	16-30 Miles Veg from ROW to DMS Vegetative collect and removal for haul distance between 16-30 miles	CY			
Vegetative Collect &	31-60 Miles Veg from ROW to DMS Vegetative collect and removal for haul distance between 31-60 miles	CY			
Haul	60+ Miles Veg from ROW to DMS Vegetative collect and removal for haul distance 60+ miles	CY			
	Single Price Veg from ROW to DMS A single price Vegetative collect and removal for any haul distance	CY			
	Grinding Grinding/chipping vegetative debris	CY			
	Air CurtainBurning				
Management	Air curtain burning vegetativedebris  Open Burning	CY			
&Reduction	Open burning vegetative debris Compacting	CY			
	Compacting vegetative debris	CY			
	Debris Management Site Management Preparation, management, and segregating at debris management site	CY			
	0-15 Miles C&D from ROW to DMS C&D collect and removal for haul distance up to 15 miles	CY			
C&D Collect & Haul	16-30 Miles C&D from ROW to DMS C&D collect and removal for haul distance between 16- 30 miles 31-60 Miles C&D from ROW to DMS	CY			
	C&D collect and removal for haul distance between 31-60 miles	CY			
	60+ Miles C&D from ROW to DMS  C&D collect and removal for haul distance 60+ miles	CY			
	Single Price Veg from ROW to DMS A single price C&D collect and removal for any haul distance	CY			
Final Disposal	0-15 Miles from DMS to Final Disposal Transport processed debris from DMS to final disposal 0-15 miles	CY			
	16-30 Miles from DMS to Final Disposal Transport processed debris from DMS to final disposal between 16-30 miles	CY			
	31-60 Miles from DMS to Final Disposal  Transport processed debris from DMS to final disposal between 31-60 miles	CY			



# **VENDOR'S PRICING FORM**

Category	Field Name & Description	Unit	Cost per Unit	Established Total Units	Total
	60+ Miles from DMS to Final Disposal Transport processed debris from DMS to final disposal for 60+ miles	CY			
	Single Price Veg from ROW to DMS A single price transport of processed debris from DMS to final disposal	CY			
Final Disposal	Tipping Fees (Vegetative) Fee includes negotiated contract price or pass through amount for vegetative	CY			
	Tipping Fees (Mix) Fee includes negotiated contract price or pass through amount for Mix	CY			
	Tipping Fees (C&D)  Fee includes negotiated contract price or pass through  amount for C&D	CY			
	Hazardous Tree 6" - 12" Hazardous tree removal for a 6"-12" trunk diameter	Tree			
	Hazardous Tree 13" - 24" Hazardous tree removal for a 13"-24" trunk diameter	Tree			
	Hazardous Tree 25" - 36" Hazardous tree removal for a 25"- 36" trunk diameter	Tree			
	Hazardous Tree 37" - 48"  Hazardous tree removal for a 37"- 48" trunk diameter	Tree			
	Hazardous Tree 49"+  Hazardous tree removal for a 49"+ trunk diameter  Trees with Hazardous Limbs > 2"	Tree			
	Hazardous hanging limb removal Hazardous Stumps > 24" - 36" Hazardous stump removal for a 24" - 36" stump	Tree			
	diameter  Hazardous Stumps > 37" - 48"  Hazardous stump removal for a 37" - 48" stump	Stump			
	diameter  Hazardous Stumps > 49"+	Stump			
	Hazardous stump removal for 49+" stump diameter Stump FillDirt Fill dirt for stump holes after removal	Stump			
Specialty Remova I	Waterway Debris Removal Debris Removal from canals, rivers, creeks, streams, and ditches	СҮ			
	Sand Collection & Screening Pick up, screen and return debris laden sand/mud/dirt/rock	CY			
	Vehicle Removal  Removal of eligible vehicle  Vessel Removal (land)	Unit			
	Removal of eligible vehicle	LF			



# **VENDOR'S PRICING FORM**

Category	Field Name & Description	Unit	Cost per Unit	Established Total Units	Total
	VesselRemoval(marine)				
	Removal of eligible vehicle from waterway	LF			
	Carcass Removal				
	of debris that will decompose (animals and organic	Pound			
	fleshy matter) ROW White Goods Removal	Poulid			
	Pick up and haul of white goods to disposalsite	Unit			
	Freon Management				
	Freon management and recycling	Unit			
	Demolition of Private Structure	CY			
Specialty Remova	Electronic Waste				
Remova	Removal of electronic debris that contains				
1	hazardous materials, such as cathode ray tubes.				
	Includes computers, monitors and televisions.	Unit			
	Silt Removal				
	Putrescent Removal				
	Removal of debris that will decompose or rot(animals				
	and organic fleshy matter)				
	Bio-waste  Removal of waste capable of causing infection to				
	humans (animal waste, human blood, pathological				
	waste)	Pound			
	Household Hazardous Waste (HHW)	ъ .			
	HHW removal and disposal  Beach/Lake Restoration	Pound			
	Berm/Beach Construction	CY			
Restoration					
	Canal Shoreline Restoration	LF			
Monitoring	Debris Management Site Debris Monitors	Hour			
	Debris Collection Site Debris Monitors (Field	Houl			
	Monitors)	Hour			
	Sr. Technician/Field Supervisor	Hour			
	ClericalStaff	Hour			
	Clerical Supervisor	Hour			
	Cicircal Supervisor	11001			



# VENDOR'S AFFIDAVIT OF NON-COLLUSION

I,	
WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTED ALL RESPECTS FAIR AND WITHOUT COLLUSION OR F	PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION ING A BID/PROPOSAL FOR THE SAME SERVICES AND IS IN FRAUD. I UNDERSTAND THAT COLLUSIVE BIDDING IS A SULT IN FINES, PRISON SENTENCES, AND CIVIL DAMAGES
ANY MEANS WHATSOEVER. I DID NOT PREVENT OR EN	PREVENT COMPETITION IN BIDDING OR PROPOSALS BY IDEAVOR TO PREVENT ANYONE FROM MAKING A BID OR IR WILL I, CAUSE OR INDUCE ANOTHER TO WITHDRAW A
I HAVE NOT DIRECTLY OR INDIRECTLY VIOLATED SU OFFICER, REPRESENTATIVE, AGENT OR OTHER PERSON	UBSECTION (D) OF O.C.G.A § 36-91-21, NOR HAS ANY ACTING ON BEHALF OF MY COMPANY.
IF THIS OATH IS FALSE, THE CONTRACT SHALL BE VOCONTRACT MAY BE RECOVERED BY APPROPRIATE ACT	OID, AND ALL SUMS PAID BY LUMPKIN COUNTY ON THE ION.
COMPANY NAME:	
AUTHORIZED REPRESENTATIVE (SIGNATURE)	DATE
AUTHORIZED REPRESENTATIVE/TITLE	
(PRINT OR TYPE)	
This affidavit is given this day of	, 2018.
Sworn to and subscribed before me this day	y of, 2018.
Notary Public	Commission Expires

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



# DRUG-FREE WORKPLACE FORM

I HEREBY CERTIFY THAT I AM A PRINCIPLE AND DULY AUTHORIZED REPRESENTATIVE OF:
WHOSE ADDRESS IS:
AND IT IS ALSO THAT:
The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,
A drug free workplace will be provided for the CONTRACTOR'S employees during the performan of the contract; and,
Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with
certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,  It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
SIGNATURE

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID



# ADDENDA ACKNOWLEDGEMENT

THE VENDOR HAS EXAMINED AND CAREFULLY STUDIED THE BERECEIPT OF ALL OF WHICH IS HEREBY ACKNOWLEDGED:	ID AND THE FOLLOWING ADDENDA,
Addendum No.	
AUTHORIZED REPRESENTATIVE (SIGNATURE)	DATE
AUTHORIZED REPRESENTATIVE/TITLE (PRINT OR TYPE)	
VENDORS MUST ACKNOWLEDGE ANY ISSUED ADDENDA RIDS WHICH	TH FAIL TO ACKNOWLEDGE THE VENDOR

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR BID

RECEIPT OF ANY ADDENDUM WILL RESULT IN THE REJECTION OF THE OFFER IF THE ADDENDUM

CONTAINED INFORMATION WHICH SUBSTANTIVELY CHANGES THE OWNER'S REQUIREMENTS.



## GEORGIA SECURITY & IMMIGRATION COMPLIANCE (GSIC) ACT AFFIDAVIT

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for the physical performance of Services within the State of Georgia unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

THE EMPLOYMENT ELIGIBILITY VERIFICATION "E-VERIFY" SITE OPERATED BY THE U.S. CITIZENSHIP AND IMMIGRATION SERVICES BUREAU OF THE U.S. DEPARTMENT OF HOMELAND SECURITY IS THE ELECTRONIC FEDERAL WORK AUTHORIZATION PROGRAM TO BE UTILIZED FOR THESE PURPOSES.

THE WEBSITE IS HTTPS://E-VERIFY.USCIS.GOV/ENROLL/

BY EXECUTING THE ATTACHED CONTRACTOR AFFIDAVIT, CONTRACTOR VERIFIES ITS COMPLIANCE WITH O.C.G.A.

§13-10-91 STATING AFFIRMATIVELY THAT THE INDIVIDUAL, FIRM OR CORPORATION WHICH IS CONTRACTING WITH THE LUMPKIN COUNTY BOARD OF COMMISSIONERS HAS REGISTERED AND IS PARTICIPATING IN THIS FEDERAL WORK AUTHORIZATION PROGRAM IN ACCORDANCE WITH THE APPLICABILITY PROVISIONS AND DEADLINES ESTABLISHED IN THIS STATUTE.

CONTRACTOR FURTHER AGREES THAT SHOULD IT EMPLOY OR CONTRACT WITH ANY SUB-CONTRACTOR(S) FOR THE PHYSICAL PERFORMANCE OF SERVICES PURSUANT TO THE CONTRACT WITH THE LUMPKIN COUNTY BOARD OF COMMISSIONERS, CONTRACTOR WILL SECURE FROM THE SUB-CONTRACTOR(S) VERIFICATION OF COMPLIANCE WITH O.C.G.A. §13-10-91 ON A SUB-CONTRACTOR AFFIDAVIT AND SHALL PROVIDE A COPY OF EACH SUCH VERIFICATION TO THE LUMPKIN COUNTY BOARD OF COMMISSIONERS AT THE TIME THE SUB-CONTRACTOR(S) IS RETAINED TO PERFORM SUCH SERVICES.

#### PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN ITTO:

RYAN McDuffie Lumpkin County Purchasing Agent 99 Courthouse Hill, Suite D Dahlonega, GA 30533 Fax: (706) 482-2201

EMAIL: RYAN.MCDUFFIE@LUMPKINCOUNTY.GOV



# LUMPKIN COUNTY BOARD OF COMMISSIONERS SAVE AFFIDAVIT

# (SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS)

AFFIDAVIT FOR A PUBLIC BENEFIT AS REQUIRED BY THE GEORGIA IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011

BY EXECUTING THIS AFFIDAVIT UNDER OATH, AS AN APPLICANT THE GEORGIA ILLEGAL IMMIGRATION REFORM AND ENFORCEM (2)], I AM STATING THE FOLLOWING: I AM A UNITED STATES CITIZEN; ORI AM A LEGAL PERMANENT RESIDENT OF THE UI AM AN OTHERWISE QUALIFIED ALIEN OR NON- IMMIGRATION AND NATIONALITY ACT 18 YEARS OF AGE THE UNITED STATES.*	MENT ACT OF 2011 [4  NITED STATES*; OF  MMIGRANT UNDE	O.C.G.A. § 50-36-1(E)  R  R THE FEDERAL
*ALIEN REGISTRATION NUMBER FOR NON-CITIZENS ISSUED SECURITY OR OTHER FEDERAL IMMIGRATION AGENCY IS:		
AT LEAST ONE SECURE AND VERIFIABLE DOCUMENT FOR IDENTIFICATE BY O.C.G.A. § 50-36-1 (E) (1). SEE LIST ON PAGE 2 OF THIS DOCUMENT ************************************	<u>r.</u> *************** RSTAND THAT ANY I STATEMENT OR REP N 16-10-20 OF THE (	**************************************
APPLYING ON BEHALF/NAME OF ASSOCIATED BUSINESS		
SIGNATURE OF APPLICANT	DATE	
Printed Name		
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	DAY OF	201_
Notary Public	<u></u>	
My Commission Expires:	_	[NOTARY SEAL]
*NOTE: $0 \in C$ A 50 26 1(e) (2) DECLUDES THAT ALIENS UNDER THE	Genedai Immicdatio	IN AND NATIONALITY ACT

\*NOTE: O.C.G.A. 50-36-1(E) (2) REQUIRES THAT ALIENS UNDER THE FEDERAL IMMIGRATION AND NATIONALITY ACT, TITLE 8 U.S.C., AS AMENDED, PROVIDES THEIR ALIEN REGISTRATION NUMBER. BECAUSE LEGAL PERMANENT RESIDENTS ARE INCLUDED IN THE FEDERAL DEFINITION OF "ALIEN", LEGAL PERMANENT RESIDENTS MUST ALSO PROVIDE THEIR ALIEN REGISTRATION NUMBER.

[PAGE 1 OF 2]



#### E-VERIFY AFFIDAVIT

# SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A.§50-36-2

THE FOLLOWING LIST OF SECURE AND VERIFIABLE DOCUMENTS, PUBLISHED UNDER THE AUTHORITY OF O.C.G.A. §50-36-2, CONTAINS DOCUMENTS THAT ARE VERIFIABLE FOR IDENTIFICATION PURPOSES, AND DOCUMENTS ON THIS LIST MAY NOT NECESSARILY BE INDICATIVE OF RESIDENCY OR IMMIGRATION STATUS.

# INDICATE AND ATTACH A COPY OF THE DOCUMENT (FRONT AND BACK)

☐ United States passport or passport card
☐ United States military identification card
☐ Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
☐ Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
☐ Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the
Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that
it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as
name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
☐ Identification card issued by one of the United States, the District of Columbia, the Commonwealth of
Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin
ISLAND, AMERICAN SAMOA, OR THE SWAIN ISLANDS, PROVIDED THAT IT CONTAINS A PHOTOGRAPH OF THE BEARER OR
LISTS SUFFICIENT IDENTIFYING INFORMATION REGARDING THE BEARER, SUCH AS NAME, DATE OF BIRTH GENDER,
HEIGHT, EYE
COLOR AND ADDRESS TO ENABLE THE IDENTIFICATION OF THEBEARER.
☐ Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of
PUERTO RICO, GUAM, THE COMMONWEALTH OF THE NORTHERN MARIANAS ISLANDS, THE UNITED STATES
VIRGIN ISLAND, AMERICAN SAMOA, OR THE SWAIN ISLANDS, PROVIDED THAT IT CONTAINS A PHOTOGRAPH OF
THE BEARER OR LISTS SUFFICIENT IDENTIFYING INFORMATION REGARDING THE BEARER, SUCH AS NAME, DATE
OF BIRTH GENDER, HEIGHT, EYE COLOR, AND ADDRESS TO ENABLE THE IDENTIFICATION OF THE BEARER.
☐ Passport issued by a foreign government
☐ Free and Secure Trade (FAST) card
□ NEXUS card
☐ United States Permanent Resident Card or Alien Registration Receipt Card
☐ Employment Authorization Document that contains a photograph of the bearer.
☐ Certificate of Citizenship issued by the United States Department of Citizenship and Immigration
Services (USCIS) [Form N-560 or Form N-561]
☐ Certificate of Naturalization issued by the United States Department of Citizenship and Immigration
Services (USCIS) (Form N-550 or Form N-570)

[PAGE 2 OF 2]



# PRIVATE EMPLOYER EXEMPTION AFFIDAVIT PURSUANT TO O.C.G.A. § 36-60-6(D)

BY EXECUTING THIS AFFIDAVIT, THE UNDERSIGNED PRIVATE EMPLOYER VERIFIES THAT IT IS EXEMPT FROM COMPLIANCE WITH O.C.G.A. § 36-60-6, STATING AFFIRMATIVELY THAT THE INDIVIDUAL, FIRM OR CORPORATION EMPLOYS FEWER THAN ELEVEN EMPLOYEES AND THEREFORE, IS NOT REQUIRED TO REGISTER WITH AND/OR UTILIZE THE FEDERAL WORK AUTHORIZATION PROGRAM COMMONLY KNOWN AS E-VERIFY, OR ANY SUBSEQUENT REPLACEMENT PROGRAM, IN ACCORDANCE WITH THE APPLICABLE PROVISIONS AND DEADLINES ESTABLISHED IN O.C.G.A. § 13-10-90.

SIGNATURE OF EXEMPT PRIVATE EMPLOYER
PRINTED NAME OF EXEMPT PRIVATE EMPLOYER
I HEREBY DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND
CORRECT. EXECUTED ON, 201IN(CITY),(STATE).
AUTHORIZED OFFICER OR AGENT
PRINTED NAME AND TITLE OF AUTHORIZED OFFICER OR AGENT
SUBSCRIBED AND SWORN BEFORE MEONTHIS THEDAY OF, 201
NOTARY PUBLIC
My Commission Expires:

DEPARTMENT OF THE

# REQUEST FOR TAXPAYER

GIVE FORM TO THE REQUESTER. DO NOT SEND TO THE IRS.

ΓREAS	JRY IDENTIFICATION NUMBER AN	חו	
	1 NAME (AS SHOWN ON YOUR INCOME TAX RETURN). NAME IS REQUIRED ON THIS LINE; DO NOT LEAVE THIS LINE E	LANK.	
GE 2.	2 BUSINESS NAME/DISREGARDED ENTITY NAME, IF DIFFERENT FROM ABOVE		_
PRINT OR TYPE SEE SPECIFIC INSTRUCTIONS ON PAGE	3 CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION; CHECK ONLY <b>ONE</b> OF THE FOLLOWING SEVEN B INDIVIDUAL/SOLE PROPRIETOR OR C CORPORATION S CORPORATION PARTNERSHIP TRUST/ESTATE SINGLE-MEMBER LLC  LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C=C CORPORATION, S=S CORPORATION, P  NOTE. FOR A SINGLE-MEMBER LLC THAT IS DISREGARDED, DO NOT CHECK LLC; CHECK THE APPROPRIATE FOR THE TAX CLASSIFICATION OF THE SINGLE-MEMBER OWNER.	=PARTNERSHIP) ▶	4 EXEMPTIONS (CODES APPLY ONLY TO CERTAIN ENTITIES, NOT INDIVIDUALS; SEE INSTRUCTIONS ON PAGE 3):  EXEMPT PAYEE CODE (IF ANY)  EXEMPTION FROM FATCA
R S	☐ OTHER (SEE INSTRUCTIONS) ►  5 ADDRESS (NUMBER, STREET, AND APT. OR SUITE NO.)		REPORTING  AND ADDRESS (OPTIONAL)
SEE <b>SPE</b> C	6 CITY, STATE, AND ZIP CODE  7 LIST ACCOUNT NUMBER(S) HERE (OPTIONAL)		
	P EST ASSOCIATION PLACE (OF TISKE)		
PAF	TAXPAYER IDENTIFICATION NUMBER (TIN)		
AVOID HOWE NSTRI DO NO TINOI	R YOUR TIN IN THE APPROPRIATE BOX. THE TIN PROVIDED MUST MATCH THE NAME GIVEN ON LINE BACKUP WITHHOLDING. FOR INDIVIDUALS, THIS IS GENERALLY YOUR SOCIAL SECURITY NUMBER (EVER, FOR A RESIDENT ALIEN, SOLE PROPRIETOR, OR DISREGARDED ENTITY, SEE THE PART I UCTIONS ON PAGE 3. FOR OTHER ENTITIES, IT IS YOUR EMPLOYER IDENTIFICATION NUMBER (EIN). IT HAVE A NUMBER, SEE HOW TO GET A IN PAGE 3.  IF THE ACCOUNT IS IN MORE THAN ONE NAME, SEE THE INSTRUCTIONS FOR LINE 1 AND THE CHAR 4 FOR GUIDELINES ON WHOSE NUMBER TO ENTER.	SSN).  IF YOU  OR	R IDENTIFICATION NUMBER
PAR	TII 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,

SIGN SIGNATURE OF	BOT YOU M	UST PROVIDE YOUR CORRECT TIN. SEE THE INSTRUCTIONS ON PAGE 3.		
TIERE U.S. PERSON P DATE P	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/FW9.

#### PURPOSE OF FORM

AN INDIVIDUAL OR ENTITY (FORMW-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
- 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)
   AT. NO. 10231X
   FORM W-9 (Rev. 12-2014 CAT. No. 10231X

- 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

**NOTE.** IF YOU ARE A U.S. PERSON AND A REQUESTER GIVES YOU A FORM OTHER THAN FORM W-9 TO REQUEST YOUR TIN, YOU MUST USE THE REQUESTER'S FORM IF IT IS SUBSTANTIALLY SIMILAR TO THIS FORM W-9.

**DEFINITION OF A U.S. PERSON.** FOR FEDERAL TAX PURPOSES, YOU ARE CONSIDERED A U.S. PERSON IF YOU ARE:

- AN INDIVIDUAL WHO IS A U.S. CITIZEN OR U.S. RESIDENT ALIEN;
- $\bullet$  A PARTNERSHIP, CORPORATION, COMPANY, OR ASSOCIATION CREATED OR ORGANIZED IN THE

UNITED STATES OR UNDER THE LAWS OF THE UNITED STATES;

- AN ESTATE (OTHER THAN A FOREIGN ESTATE); OR
- A DOMESTIC TRUST (AS DEFINED IN REGULATIONS SECTION 301.7701-7).

SPECIAL RULES FOR PARTNERSHIPS. PARTNERSHIPS THAT CONDUCT A TRADE OR BUSINESS IN THE UNITED STATES ARE GENERALLY REQUIRED TO PAY A WITHHOLDING TAX UNDER SECTION

1446 ON ANY FOREIGN PARTNERS' SHARE OF EFFECTIVELY CONNECTED TAXABLE INCOME FROM SUCH BUSINESS. FURTHER, IN CERTAIN CASES WHERE A FORM W-9 HAS NOT BEEN RECEIVED, THE RULES UNDER SECTION 1446 REQUIRE A PARTNERSHIP TO PRESUME THAT A PARTNER IS A FOREIGN PERSON, AND PAY THE SECTION 1446 WITHHOLDING TAX. THEREFORE, IF YOU ARE A U.S. PERSON THAT IS A PARTNER IN A PARTNERSHIP CONDUCTING A TRADE OR BUSINESS IN THE UNITED STATES, PROVIDE FORM W-9 TO THE PARTNERSHIP TO ESTABLISH YOUR U.S. STATUS AND AVOID SECTION 1446 WITHHOLDING ON YOUR SHARE OF PARTNERSHIP INCOME.

IN THE CASES BELOW, THE FOLLOWING PERSON MUST GIVE FORM W-9 TO THE PARTNERSHIP FOR PURPOSES OF ESTABLISHING ITS U.S. STATUS AND AVOIDING WITHHOLDING ON ITS ALLOCABLE SHARE OF NET INCOME FROM THE PARTNERSHIP CONDUCTING A TRADE OR BUSINESS IN THE UNITED STATES:

- IN THE CASE OF A DISREGARDED ENTITY WITH A U.S. OWNER, THE U.S. OWNER OF THE DISREGARDED ENTITY AND NOT THE ENTITY:
- IN THE CASE OF A GRANTOR TRUST WITH A U.S. GRANTOR OR OTHER U.S. OWNER, GENERALLY, THE U.S. GRANTOR OR OTHER U.S. OWNER OF THE GRANTOR TRUST AND NOT THE TRUST; AND
- IN THE CASE OF A U.S. TRUST (OTHER THAN A GRANTOR TRUST), THE U.S. TRUST (OTHER THAN A GRANTOR TRUST) AND NOT THE BENEFICIARIES OF THE TRUST.

**FOREIGN PERSON.** IF YOU ARE A FOREIGN PERSON OR THE U.S. BRANCH OF A FOREIGN BANK THAT HAS ELECTED TO BE TREATED AS A U.S. PERSON, DO NOT USE FORM W-9. INSTEAD, USE THE APPROPRIATE FORM W-8 OR FORM 8233 (SEE PUBLICATION 515, WITHHOLDING OF TAX ON NONRESIDENT ALIENS AND FOREIGN ENTITIES).

NONRESIDENT ALIEN WHO BECOMES A RESIDENT ALIEN. GENERALLY, ONLY A NONRESIDENT ALIEN INDIVIDUAL MAY USE THE TERMS OF A TAX TREATY TO REDUCE OR ELIMINATE U.S. TAX ON CERTAIN TYPES OF INCOME. HOWEVER, MOST TAX TREATIES CONTAIN A PROVISION KNOWN AS

A "SAVING CLAUSE." EXCEPTIONS SPECIFIED IN THE SAVING CLAUSE MAY PERMIT AN EXEMPTION FROM TAX TO CONTINUE FOR CERTAIN TYPES OF INCOME EVEN AFTER THE PAYEE HAS OTHERWISE BECOME A U.S. RESIDENT ALIEN FOR TAX PURPOSES.

IF YOU ARE A U.S. RESIDENT ALIEN WHO IS RELYING ON AN EXCEPTION CONTAINED IN THE SAVING CLAUSE OF A TAX TREATY TO CLAIM AN EXEMPTION FROM U.S. TAX ON CERTAIN TYPES OF INCOME, YOU MUST ATTACH A STATEMENT TO FORM W-9 THAT SPECIFIES THE FOLLOWING FIVE ITEMS:

- 1. THE TREATY COUNTRY. GENERALLY, THIS MUST BE THE SAME TREATY UNDER WHICH YOU CLAIMED EXEMPTION FROM TAX AS A NONRESIDENT ALIEN.
  - 2. THE TREATY ARTICLE ADDRESSING THE INCOME.
- 3. THE ARTICLE NUMBER (OR LOCATION) IN THE TAX TREATY THAT CONTAINS THE SAVING CLAUSE AND ITS EXCEPTIONS.
  - 4. THE TYPE AND AMOUNT OF INCOME THAT QUALIFIES FOR THE EXEMPTION FROM TAX.
- $5.\,S$  ufficient facts to justify the exemption from tax under the terms of the treaty article.

**EXAMPLE.** ARTICLE 20 OF THE U.S.-CHINA INCOME TAX TREATY ALLOWS AN EXEMPTION FROM TAX FOR SCHOLARSHIP INCOME RECEIVED BY A CHINESE STUDENT TEMPORARILY PRESENT IN THE UNITED STATES. UNDER U.S. LAW, THIS STUDENT WILL BECOME A RESIDENT ALIEN FOR TAX PURPOSES IF HIS OR HER STAY IN THE UNITED STATES EXCEEDS 5 CALENDAR YEARS. HOWEVER, PARAGRAPH 2 OF THE FIRST PROTOCOL TO THE U.S.-CHINA TREATY (DATED APRIL 30.

1984) ALLOWS THE PROVISIONS OF ARTICLE 20 TO CONTINUE TO APPLY EVEN AFTER THE CHINESE STUDENT BECOMES A RESIDENT ALIEN OF THE UNITED STATES. A CHINESE STUDENT WHO QUALIFIES FOR THIS EXCEPTION (UNDER PARAGRAPH 2 OF THE FIRST PROTOCOL) AND IS RELYING ON THIS EXCEPTION TO CLAIM AN EXEMPTION FROM TAX ON HIS OR HER SCHOLARSHIP OR FELLOWSHIP INCOME WOULD ATTACH TO FORM W-9 A STATEMENT THAT INCLUDES THE INFORMATION DESCRIBED ABOVE TO SUPPORT THAT EXEMPTION.

IF YOU ARE A NONRESIDENT ALIEN OR A FOREIGN ENTITY, GIVE THE REQUESTER THE APPROPRIATE COMPLETED FORM W-8 OR FORM 8233.

#### BACKUP WITHHOLDING

WHAT IS BACKUP WITHHOLDING? PERSONS MAKING CERTAIN PAYMENTS TO YOU MUST UNDER CERTAIN CONDITIONS WITHHOLD AND PAY TO THE IRS 28% OF SUCH PAYMENTS. THIS IS CALLED "BACKUP WITHHOLDING." PAYMENTS THAT MAY BE SUBJECT TO BACKUP WITHHOLDING INCLUDE INTEREST, TAX-EXEMPT INTEREST, DIVIDENDS, BROKER AND BARTER EXCHANGE TRANSACTIONS, RENTS, ROYALTIES, NONEMPLOYEE PAY, PAYMENTS MADE IN SETTLEMENT OF PAYMENT CARD AND THIRD PARTY NETWORK TRANSACTIONS, AND CERTAIN PAYMENTS FROM FISHING BOAT OPERATORS. REALESTATE TRANSACTIONS ARE NOT SUBJECT TO BACKUP WITHHOLDING.

YOU WILL NOT BE SUBJECT TO BACKUP WITHHOLDING ON PAYMENTS YOU RECEIVE IF YOU GIVE THE REQUESTER YOUR CORRECT TIN, MAKE THE PROPER CERTIFICATIONS, AND REPORT ALL YOUR TAXABLE INTEREST AND DIVIDENDS ON YOUR TAX RETURN.

PAYMENTS YOU RECEIVE WILL BE SUBJECT TO BACKUP WITHHOLDING IF:

- 1. YOU DO NOT FURNISH YOUR TIN TO THE REQUESTER.
- 2. You do not certify your TIN when required (see the Part II instructions on page
- 3 FOR DETAILS),
- 3. THE IRS TELLS THE REQUESTER THAT YOU FURNISHED AN INCORRECT TIN,
- 4. THE IRS TELLS YOU THAT YOU ARE SUBJECT TO BACKUP WITHHOLDING BECAUSE YOU DID NOT REPORT ALL YOUR INTEREST AND DIVIDENDS ON YOUR TAX RETURN (FOR REPORTABLE INTEREST AND DIVIDENDS ONLY), OR
- 5. YOU DO NOT CERTIFY TO THE REQUESTER THAT YOU ARE NOT SUBJECT TO BACKUP WITHHOLDING UNDER 4 ABOVE (FOR REPORTABLE INTEREST AND DIVIDEND ACCOUNTS OPENED AFTER 1983 ONLY).

CERTAIN PAYEES AND PAYMENTS ARE EXEMPT FROM BACKUP WITHHOLDING. SEE  $\ensuremath{\textit{EXEMPT PAYEE}}$  CODE ON PAGE 3 AND THE SEPARATE INSTRUCTIONS FOR THE REQUESTER OF FORM

W-9 FOR MORE INFORMATION.

ALSO SEE SPECIAL RULES FOR PARTNERSHIPS ABOVE.

#### WHAT IS FATCA REPORTING?

THE FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) REQUIRES A PARTICIPATING FOREIGN FINANCIAL INSTITUTION TO REPORT ALL UNITED STATES ACCOUNT HOLDERS THAT ARE SPECIFIED UNITED STATES PERSONS. CERTAIN PAYEES ARE EXEMPT FROM FATCA REPORTING. SEE EXEMPTION FROM FATCA REPORTING CODE ON PAGE 3 AND THE INSTRUCTIONS FOR THE REQUESTER OF FORM W-9 FOR MORE INFORMATION.

#### **UPDATING YOUR INFORMATION**

YOU MUST PROVIDE UPDATED INFORMATION TO ANY PERSON TO WHOM YOU CLAIMED TO BE AN EXEMPT PAYEE IF YOU ARE NO LONGER AN EXEMPT PAYEE AND ANTICIPATE RECEIVING REPORTABLE PAYMENTS IN THE FUTURE FROM THIS PERSON. FOR EXAMPLE, YOU MAY NEED TO PROVIDE UPDATED INFORMATION IF YOU ARE A C CORPORATION THAT ELECTS TO BE AN S CORPORATION, OR IF YOU NO LONGER ARE TAX EXEMPT. IN ADDITION, YOU MUST FURNISH A NEW FORM W-9 IF THE NAME OR TIN CHANGES FOR THE ACCOUNT; FOR EXAMPLE, IF THE GRANTOR

OF A GRANTOR TRUST DIES.

#### **PENALTIES**

FAILURE TO FURNISH TIN. IF YOU FAIL TO FURNISH YOUR CORRECT TIN TO A REQUESTER, YOU ARE SUBJECT TO A PENALTY OF \$50 FOR EACH SUCH FAILURE UNLESS YOUR FAILURE IS DUE TO REASONABLE CAUSE AND NOT TO WILLFUL NEGLECT.

**CIVIL PENALTY FOR FALSE INFORMATION WITH RESPECT TO WITHHOLDING.** IF YOU MAKE A FALSE STATEMENT WITH NO REASONABLE BASIS THAT RESULTS IN NO BACKUP WITHHOLDING, YOU ARE SUBJECT TO A \$500 PENALTY.

**CRIMINAL PENALTY FOR FALSIFYING INFORMATION.** WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY SUBJECT YOU TO CRIMINAL PENALTIES INCLUDING FINES AND/OR IMPRISONMENT.

**MISUSE OF TINS.** IF THE REQUESTER DISCLOSES OR USES TINS IN VIOLATION OF FEDERAL LAW, THE REQUESTER MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES.

#### SPECIFIC INSTRUCTIONS

#### LINE 1

You must enter one of the following on this line;  ${\it do}$  not leave this line blank. The name should match the name on your tax return.

IF THIS FORM W-9 IS FOR A JOINT ACCOUNT, LIST FIRST, AND THEN CIRCLE, THE NAME OF THE PERSON OR ENTITY WHOSE NUMBER YOU ENTERED IN PART I OF FORM W-9.

A. INDIVIDUAL. GENERALLY, ENTER THE NAME SHOWN ON YOUR TAX RETURN. IF YOU HAVE CHANGED YOUR LAST NAME WITHOUT INFORMING THE SOCIAL SECURITY ADMINISTRATION (SSA) OF THE NAME CHANGE, ENTER YOUR FIRST NAME, THE LAST NAME AS SHOWN ON YOUR SOCIAL SECURITY CARD, AND YOUR NEW LAST NAME.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- B. **SOLE PROPRIETOR OR SINGLE-MEMBER LLC.** ENTER YOUR INDIVIDUAL NAME AS SHOWN ON YOUR 1040/1040A/1040EZ ON LINE 1. YOU MAY ENTER YOUR BUSINESS, TRADE, OR "DOING BUSINESS AS" (DBA) NAME ON LINE 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- D. **OTHER ENTITIES.** ENTER YOUR NAME AS SHOWN ON REQUIRED U.S. FEDERAL TAX DOCUMENTS ON LINE 1. THIS NAME SHOULD MATCH THE NAME SHOWN ON THE CHARTER OR OTHER LEGAL DOCUMENT CREATING THE ENTITY. YOU MAY ENTER ANY BUSINESS, TRADE. OR DBA NAME ON LINE 2.
- E. **DISREGARDED ENTITY.** FOR U.S. FEDERAL TAX PURPOSES, AN ENTITY THAT IS DISREGARDED AS AN ENTITY SEPARATE FROM ITS OWNER IS TREATED AS A "DISREGARDED ENTITY." SEE REGULATIONS SECTION 301.7701-2(c)(2)(iii). ENTER THE OWNER'S NAME ON LINE 1. THE NAME OF THE ENTITY ENTERED ON LINE 1. SHOULD NEVER BE A DISREGARDED ENTITY. THE NAME ON LINE 1 SHOULD BE THE NAME SHOWN ON THE INCOME TAX RETURN ON WHICH THE INCOME SHOULD BE REPORTED. FOR EXAMPLE, IF A FOREIGN LLC THAT IS TREATED AS A DISREGARDED ENTITY FOR U.S. FEDERAL TAX PURPOSES HAS A SINGLE OWNER THAT IS A U.S. PERSON, THE U.S. OWNER'S NAME IS REQUIRED TO BE PROVIDED ON LINE 1. IF THE DIRECT OWNER OF THE ENTITY IS ALSO A DISREGARDED ENTITY, ENTER THE FIRST OWNER THAT IS NOT DISREGARDED FOR FEDERAL TAX PURPOSES. ENTER THE DISREGARDED ENTITY'S NAME ON LINE 2, "BUSINESS NAME/DISREGARDED ENTITY NAME." IF THE OWNER OF THE DISREGARDED ENTITY IS A FOREIGN PERSON, THE OWNER MUST COMPLETE AN APPROPRIATE FORM W-8INSTEAD OF A FORM W-9. THIS IS THE CASE EVEN IF THE FOREIGN PERSON HAS A U.S. TIN.

#### LINE 2

IF YOU HAVE A BUSINESS NAME, TRADE NAME, DBA NAME, OR DISREGARDED ENTITY NAME, YOU MAY ENTER IT ON LINE  $2.\,$ 

#### LINE 3

CHECK THE APPROPRIATE BOX IN LINE 3 FOR THE U.S. FEDERAL TAX CLASSIFICATION OF THE PERSON WHOSE NAME IS ENTERED ON LINE 1. CHECK ONLY ONE BOX IN LINE 3.

LIMITED LIABILITY COMPANY (LLC). IF THE NAME ON LINE 1 IS AN LLC TREATED AS A PARTNERSHIP FOR U.S. FEDERAL TAX PURPOSES, CHECK THE "LIMITED LIABILITY COMPANY" BOX AND ENTER "P" IN THE SPACE PROVIDED. IF THE LLC HAS FILED FORM 8832 OR 2553 TO BE TAXED AS A CORPORATION, CHECK THE "LIMITED LIABILITY COMPANY" BOX AND IN THE SPACE PROVIDED ENTER "C" FOR C CORPORATION OR "S" FOR S CORPORATION. IF IT IS A

SINGLE-MEMBER LLC THAT IS A DISREGARDED ENTITY, DO NOT CHECK THE "LIMITED LIABILITY COMPANY" BOX; INSTEAD CHECK THE FIRST BOX IN LINE 3 "INDIVIDUAL/SOLE PROPRIETOR OR SINGLE-MEMBER LLC."

#### LINE 4, EXEMPTIONS

IF YOU ARE EXEMPT FROM BACKUP WITHHOLDING AND/OR FATCA REPORTING, ENTER IN THE APPROPRIATE SPACE IN LINE 4 ANY CODE(S) THAT MAY APPLY TO YOU.

#### **EXEMPT PAYEE CODE.**

- GENERALLY, INDIVIDUALS (INCLUDING SOLE PROPRIETORS) ARE NOT EXEMPT FROM BACKUP WITHHOLDING.
- EXCEPT AS PROVIDED BELOW, CORPORATIONS ARE EXEMPT FROM BACKUP WITHHOLDING FOR CERTAIN PAYMENTS. INCLUDING INTEREST AND DIVIDENDS.
- CORPORATIONS ARE NOT EXEMPT FROM BACKUP WITHHOLDING FOR PAYMENTS
  MADE IN SETTLEMENT OF PAYMENT CARD OR THIRD PARTY NETWORK TRANSACTIONS.
- CORPORATIONS ARE NOT EXEMPT FROM BACKUP WITHHOLDING WITH RESPECT TO ATTORNEYS' FEES OR GROSS PROCEEDS PAID TO ATTORNEYS, AND CORPORATIONS THAT PROVIDE MEDICAL OR HEALTH CARE SERVICES ARE NOT EXEMPT WITH RESPECT TO PAYMENTS REPORTABLE ON FORM 1099-MISC.

THE FOLLOWING CODES IDENTIFY PAYEES THAT ARE EXEMPT FROM BACKUP WITHHOLDING. ENTER THE APPROPRIATE CODE IN THE SPACE IN LINE  $4.\,$ 

- - 2—THE UNITED STATES OR ANY OF ITS AGENCIES OR INSTRUMENTALITIES
- 3—A STATE, THE DISTRICT OF COLUMBIA, A U.S. COMMONWEALTH OR POSSESSION, OR ANY OF THEIR POLITICAL SUBDIVISIONS OR INSTRUMENTALITIES
- 4—A FOREIGN GOVERNMENT OR ANY OF ITS POLITICAL SUBDIVISIONS, AGENCIES. OR INSTRUMENTALITIES
  - 5—A CORPORATION
- 6---A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A FUTURES COMMISSION MERCHANT REGISTERED WITH THE COMMODITY FUTURES TRADING COMMISSION
  - 8—A REAL ESTATE INVESTMENT TRUST
- 9---AN ENTITY REGISTERED AT ALL TIMES DURING THE TAX YEAR UNDER THE INVESTMENT COMPANY ACT OF 1940
  - 10—A COMMON TRUST FUND OPERATED BY A BANK UNDER SECTION 584(A)
  - 11—A FINANCIAL INSTITUTION
- 12---A MIDDLEMAN KNOWN IN THE INVESTMENT COMMUNITY AS A NOMINEE OR CUSTODIAN
  - 13—A TRUST EXEMPT FROM TAX UNDER SECTION 664 OR DESCRIBED IN SECTION 4947

THE FOLLOWING CHART SHOWS TYPES OF PAYMENTS THAT MAY BE EXEMPT FROM BACKUP WITHHOLDING. THE CHART APPLIES TO THE EXEMPT PAYEES LISTED ABOVE, 1 THROUGH 13.

IF THE PAYMENT IS FOR	THEN THE PAYMENT IS EXEMPT FOR
INTEREST AND DIVIDEND PAYMENTS	ALL EXEMPT PAYEES EXCEPT FOR 7
BROKER TRANSACTIONS	EXEMPT PAYEES 1 THROUGH 4 AND 6 THROUGH 11 AND ALL C CORPORATIONS. S CORPORATIONS MUST NOT ENTER AN EXEMPT PAYEE CODE BECAUSE THEY ARE EXEMPT ONLY FOR SALES OF NONCOVERED SECURITIES ACQUIRED PRIOR TO 2012.
BARTER EXCHANGE TRANSACTIONS AND PATRONAGE DIVIDENDS	EXEMPT PAYEES 1 THROUGH 4
PAYMENTS OVER \$600 REQUIRED TO BE REPORTED AND DIRECT SALES OVER \$5,000 <sup>1</sup>	GENERALLY, EXEMPT PAYEES 1 THROUGH 5 <sup>2</sup>
PAYMENTS MADE IN SETTLEMENT OF PAYMENT CARD OR THIRD PARTY NETWORK TRANSACTIONS	EXEMPT PAYEES 1 THROUGH 4

<sup>&</sup>lt;sup>1</sup>SEE FORM 1099-MISC, MISCELLANEOUS INCOME, AND ITS INSTRUCTIONS.

<sup>2</sup>HOWEVER, THE FOLLOWING PAYMENTS MADE TO A CORPORATION AND REPORTABLE ON FORM

1099-MISC ARE NOT EXEMPT FROM BACKUP WITHHOLDING: MEDICAL AND HEALTH CARE PAYMENTS, ATTORNEYS' FEES, GROSS PROCEEDS PAID TO AN ATTORNEY REPORTABLE UNDER SECTION 6045(F), AND PAYMENTS FOR SERVICES PAID BY A FEDERAL EXECUTIVE AGENCY.

EXEMPTION FROM FATCA REPORTING CODE. THE FOLLOWING CODES IDENTIFY PAYEES THAT ARE EXEMPT FROM REPORTING UNDER FATCA. THESE CODES APPLY TO PERSONS SUBMITTING THIS FORM FOR ACCOUNTS MAINTAINED OUTSIDE OF THE UNITED STATES BY CERTAIN FOREIGN FINANCIAL INSTITUTIONS. THEREFORE, IF YOU ARE ONLY SUBMITTING THIS FORM FOR AN ACCOUNT YOU HOLD IN THE UNITED STATES, YOU MAY LEAVETHIS FIELD BLANK. CONSULT WITH THE PERSON REQUESTING THIS FORM IF YOU ARE UNCERTAIN IF THE FINANCIAL

INSTITUTION IS SUBJECT TO THESE REQUIREMENTS. A REQUESTER MAY INDICATE THAT A CODE IS NOT REQUIRED BY PROVIDING YOU WITH A FORM W-9 WITH "NOT APPLICABLE" (OR ANY

SIMILAR INDICATION) WRITTEN OR PRINTED ON THE LINE FOR A FATCA EXEMPTION CODE.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
  - B—THE UNITED STATES OR ANY OF ITS AGENCIES OR INSTRUMENTALITIES
- $C \! \! A$  state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D--A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section

1.1472-1(c)(1)(ı)

E—A CORPORATION THAT IS A MEMBER OF THE SAME EXPANDED AFFILIATED GROUP AS A CORPORATION DESCRIBED IN REGULATIONS SECTION 1.1472-1(C)(1)(I)

F—A DEALER IN SECURITIES, COMMODITIES, OR DERIVATIVE FINANCIAL INSTRUMENTS (INCLUDING NOTIONAL PRINCIPAL CONTRACTS, FUTURES, FORWARDS, AND OPTIONS) THAT IS REGISTERED AS SUCH UNDER THE LAWS OF THE UNITED STATES OR ANY STATE

G—A REAL ESTATE INVESTMENT TRUST

H—A REGULATED INVESTMENT COMPANY AS DEFINED IN SECTION 851 OR AN ENTITY REGISTERED AT ALL TIMES DURING THE TAX YEAR UNDER THE INVESTMENT COMPANY ACT OF 1940

I—A COMMON TRUST FUND AS DEFINED IN SECTION

584(a) J-A BANK AS DEFINED IN SECTION 581

K-A BROKER

L—A TRUST EXEMPT FROM TAX UNDER SECTION 664 OR DESCRIBED IN SECTION 4947(A)(1) M—A TAX EXEMPT TRUST UNDER A SECTION 403(B) PLAN OR SECTION 457(G) PLAN

**NOTE.** YOU MAY WISH TO CONSULT WITH THE FINANCIAL INSTITUTION REQUESTING THIS FORM TO DETERMINE WHETHER THE FATCA CODE AND/OR EXEMPT PAYEE CODE SHOULD BE COMPLETED.

#### LINE 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

#### INE 6

ENTER YOUR CITY, STATE, AND ZIP CODE.

#### PART I. TAXPAYER IDENTIFICATION NUMBER (TIN)

ENTER YOUR TIN IN THE APPROPRIATE BOX. IF YOU ARE A RESIDENT ALIEN AND YOU DO NOT HAVE AND ARE NOT ELIGIBLE TO GET AN SSN, YOUR TIN IS YOUR IRS INDIVIDUAL TAXPAYER IDENTIFICATION NUMBER (ITIN). ENTER IT IN THE SOCIAL SECURITY NUMBER BOX. IF YOU DO NOT HAVE AN ITIN, SEE HOW TO GET A TINBELOW.

IF YOU ARE A SOLE PROPRIETOR AND YOU HAVE AN EIN, YOU MAY ENTER EITHER YOUR  ${\tt SSN}$ 

OR EIN. HOWEVER, THE IRS PREFERS THAT YOU USE YOUR SSN.

IF YOU ARE A SINGLE-MEMBER LLC THAT IS DISREGARDED AS AN ENTITY SEPARATE FROM ITS OWNER (SEE *LIMITED LIABILITY COMPANY (LLC)* ON THIS PAGE), ENTER THE OWNER'S SSN (OR EIN, IF THE OWNER HAS ONE). DO NOT ENTER THE DISREGARDED ENTITY'S EIN. IF THE LLC IS CLASSIFIED AS A CORPORATION OR PARTNERSHIP, ENTER THE ENTITY'S EIN.

 $\mbox{\bf Note.}$  See the chart on page 4 for further clarification of name and TIN combinations.

HOW TO GET A TIN. IF YOU DO NOT HAVE A TIN, APPLY FOR ONE IMMEDIATELY. TO APPLY FOR AN SSN, GET FORM SS-5, APPLICATION FOR A SOCIAL SECURITY CARD, FROM YOUR LOCAL SSA OFFICE OR GET THIS FORM ONLINE AT WWW.SSA.GOV. YOU MAY ALSO GET THIS FORM WHO.SSA.GOV. YOU MAY ALSO GET THIS FORM BY CALLING 1-800-772-1213. USE FORM W-7, APPLICATION FOR IRS INDIVIDUAL TAXPAYER IDENTIFICATION NUMBER, TO APPLY FOR AN ITIN, OR FORM SS-4, APPLICATION FOR EMPLOYER IDENTIFICATION NUMBER, TO APPLY FOR AN EIN. YOU CAN APPLY FOR AN EIN ONLINE BY ACCESSING THE IRS WEBSITE AT WWW.IRS.GOV/BUSINESSES AND CLICKING ON EMPLOYER IDENTIFICATION NUMBER (EIN) UNDER STARTING A BUSINESS. YOU CAN GET FORMS W-7 AND SS-4 FROM THE IRS BY VISITING IRS.GOV OR BY CALLING 1-800-TAXFORM

(1-800-829-3676).

IF YOU ARE ASKED TO COMPLETE FORM W-9 BUT DO NOT HAVE A TIN, APPLY FOR A TIN AND WRITE "APPLIED FOR" IN THE SPACE FOR THE TIN, SIGN AND DATE THE FORM, AND GIVE IT TO THE REQUESTER. FOR INTEREST AND DIVIDEND PAYMENTS, AND CERTAIN PAYMENTS MADE WITH RESPECT TO READILY TRADABLE INSTRUMENTS, GENERALLY YOU WILL HAVE 60 DAYS TO GET

A TIN AND GIVE IT TO THE REQUESTER BEFORE YOU ARE SUBJECT TO BACKUP WITHHOLDING ON PAYMENTS. THE 60-DAY RULE DOES NOT APPLY TO OTHER TYPES OF PAYMENTS. YOU WILL BE SUBJECT TO BACKUP WITHHOLDING ON ALL SUCH PAYMENTS UNTIL YOU PROVIDE YOUR TIN TO THE REQUESTER.

 $\mbox{\bf Note.}$  Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

 $\textbf{Caution:} \ A \ \textit{DISREGARDED U.S.} \ \textit{ENTITY THAT HAS A FOREIGN OWNER MUST USE} \\ \textit{THE APPROPRIATE FORM W-8}.$ 

#### PART II. CERTIFICATION

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

FOR A JOINT ACCOUNT, ONLY THE PERSON WHOSE TIN IS SHOWN IN PART I SHOULD SIGN (WHEN REQUIRED). IN THE CASE OF A DISREGARDED ENTITY, THE PERSON IDENTIFIED ON LINE 1 MUST SIGN. EXEMPT PAYEES. SEE EXEMPT PAYEE CODE EARLIER.

**SIGNATURE REQUIREMENTS.** COMPLETE THE CERTIFICATION AS INDICATED IN ITEMS 1 THROUGH 5 BELOW.

- 1. INTEREST, DIVIDEND, AND BARTER EXCHANGE ACCOUNTS OPENED BEFORE 1984 AND BROKER ACCOUNTS CONSIDERED ACTIVE DURING 1983. YOU MUST GIVE YOUR CORRECT TIN. BUT YOU DO NOT HAVE TO SIGN THE CERTIFICATION.
- 2. INTEREST, DIVIDEND, BROKER, AND BARTER EXCHANGE ACCOUNTS OPENED AFTER 1983 AND BROKER ACCOUNTS CONSIDERED INACTIVE DURING 1983. YOU MUST SIGN THE CERTIFICATION OR BACKUP WITHHOLDING WILL APPLY. IF YOU ARE SUBJECT TO BACKUP WITHHOLDING AND YOU ARE MERELY PROVIDING YOUR CORRECT TIN TO THE REQUESTER, YOU MUST CROSS OUT ITEM 2 IN THE CERTIFICATION BEFORE SIGNING THE FORM.
- ${\bf 3.\,REAL\,ESTATE\,TRANSACTIONS.\,YOU\,MUST\,SIGN\,THE\,CERTIFICATION.\,YOU\,MAY\,CROSS\,OUT\,ITEM\,2\,OF\,THE\,CERTIFICATION.}$
- 4. OTHER PAYMENTS. YOU MUST GIVE YOUR CORRECT TIN, BUT YOU DO NOT HAVE TO SIGN THE CERTIFICATION UNLESS YOU HAVE BEEN NOTIFIED THAT YOU HAVE PREVIOUSLY GIVEN AN INCORRECT TIN. "OTHER PAYMENTS" INCLUDE PAYMENTS MADE IN THE COURSE OF THE REQUESTER'S TRADE OR BUSINESS FOR RENTS, ROYALTIES, GOODS (OTHER THAN BILLS FOR MERCHANDISE), MEDICAL AND HEALTH CARE SERVICES (INCLUDING PAYMENTS TO CORPORATIONS), PAYMENTS TO A NONEMPLOYEE FOR SERVICES, PAYMENTS MADE IN SETTLEMENT OF PAYMENT CARD AND THIRD PARTY NETWORK TRANSACTIONS, PAYMENTS TO CERTAIN FISHING BOAT CREW MEMBERS AND FISHERMEN, AND GROSS PROCEEDS PAID TO ATTORNEYS (INCLUDING PAYMENTS TO CORPORATIONS).
- 5. MORTGAGE INTEREST PAID BY YOU, ACQUISITION OR ABANDONMENT OF SECURED PROPERTY, CANCELLATION OF DEBT, QUALIFIED TUITION PROGRAM PAYMENTS (UNDER SECTION 529), IRA, COVERDELL ESA, ARCHER MSA OR HSA CONTRIBUTIONS OR DISTRIBUTIONS, AND PENSION DISTRIBUTIONS. YOU MUST GIVE YOUR CORRECT TIN, BUT YOU DO NOT HAVE TO SIGN THE CERTIFICATION.

#### WHAT NAME AND NUMBER TO GIVE THE REQUESTER

FOR THIS TYPE OF ACCOUNT:	GIVE NAME AND SSN OF:
INDIVIDUAL     TWO OR MORE INDIVIDUALS     (JOINT ACCOUNT)	THE INDIVIDUAL THE ACTUAL OWNER OF THE ACCOUNT OR, IF COMBINED FUNDS, THE FIRST INDIVIDUAL ON THE ACCOUNT
CUSTODIAN ACCOUNT OF A     MINOR     (UNIFORM GIFT TO MINORS ACT)	THE MINOR <sup>2</sup> THE GRANTOR-TRUSTEE
4. A. THE USUAL REVOCABLE SAVINGS TRUST (GRANTOR IS ALSO TRUSTEE) B. SO-CALLED TRUST ACCOUNT THAT IS NOT A LEGAL OR VALID	THE ACTUAL OWNER <sup>1</sup> THE OWNER <sup>3</sup>
TRUST UNDER STATE LAW  5. SOLE PROPRIETORSHIP OR DISREGARDED ENTITY OWNED BY AN INDIVIDUAL  6. GRANTOR TRUST FILING UNDER	THE GRANTOR*
FOR THIS TYPE OF ACCOUNT:	GIVE NAME AND EIN OF:
7. DISREGARDED ENTITY NOT OWNED BY AN INDIVIDUAL  8. A VALID TRUST, ESTATE, OR PENSION TRUST	THE OWNER  LEGAL ENTITY <sup>4</sup>
9. CORPORATION OR LLC ELECTING CORPORATE STATUS ON FORM 8832 OR FORM 2553  10. ASSOCIATION, CLUB, RELIGIOUS, CHARITABLE, EDUCATIONAL, OR OTHER TAX-EXEMPT ORGANIZATION  11. PARTNERSHIP OR MULTI-MEMBER LLC	THE CORPORATION  THE ORGANIZATION  THE PARTNERSHIP THE BROKER OR NOMINEE
12. A BROKER OR REGISTERED NOMINEE  13. ACCOUNT WITH THE DEPARTMENT OF AGRICULTURE IN THE NAME OF A PUBLIC ENTITY (SUCH AS A STATE OR LOCAL GOVERNMENT, SCHOOL DISTRICT, OR PRISON) THAT RECEIVES AGRICULTURAL PROGRAM PAYMENTS	THE PUBLIC ENTITY  THE TRUST
14. GRANTOR TRUST FILING UNDER THE FORM 1041 FILING METHOD OR THE OPTIONAL FORM 1099 FILING	

- <sup>3</sup> YOU MUST SHOW YOUR INDIVIDUAL NAME AND YOU MAY ALSO ENTER YOUR BUSINESS OR DBA NAME ON
- THE "BUSINESS NAME/DISREGARDED ENTITY" NAME LINE. YOU MAY USE EITHER YOUR SSN OR EIN (IF YOU HAVE ONE), BUT THE IRS ENCOURAGES YOU TO USE YOUR SSN.
- <sup>4</sup> LIST FIRST AND CIRCLE THE NAME OF THE TRUST, ESTATE, OR PENSION TRUST. (DO NOT FURNISH THE TINOF THE PERSONAL REPRESENTATIVE OR TRUSTEE UNLESS THE LEGAL ENTITY ITSELF IS NOT DESIGNATED IN THE ACCOUNT TITLE.) ALSO SEE
- \*NOTE. GRANTOR ALSO MUST PROVIDE A FORM W-9 TO TRUSTEE OF TRUST.

**NOTE.** IF NO NAME IS CIRCLED WHEN MORE THAN ONE NAME IS LISTED, THE NUMBER WILL BE CONSIDERED TO BE THAT OF THE FIRST NAME LISTED.

#### SECURE YOUR TAX RECORDS FROM IDENTITY THEFT

IDENTITY THEFT OCCURS WHEN SOMEONE USES YOUR PERSONAL INFORMATION SUCH AS YOUR NAME, SSN, OR OTHER IDENTIFYING INFORMATION, WITHOUT YOUR PERMISSION, TO COMMIT FRAUD OR OTHER CRIMES. AN IDENTITY THIEF MAY USE YOUR SSN TO GET A JOB OR MAY FILE A TAX RETURN USING YOUR SSN TO RECEIVE A REFUND.

TO REDUCE YOUR RISK:

- PROTECT YOUR SSN.
- ENSURE YOUR EMPLOYER IS PROTECTING YOUR SSN, AND
- BE CAREFUL WHEN CHOOSING A TAX PREPARER.

IF YOUR TAX RECORDS ARE AFFECTED BY IDENTITY THEFT AND YOU RECEIVE A NOTICE FROM THE IRS, RESPOND RIGHT AWAY TO THE NAME AND PHONE NUMBER PRINTED ON THE IRS NOTICE OR LETTER.

IF YOUR TAX RECORDS ARE NOT CURRENTLY AFFECTED BY IDENTITY THEFT BUT YOU THINK YOU ARE AT RISK DUE TO A LOST OR STOLEN PURSE OR WALLET, QUESTIONABLE CREDIT CARD ACTIVITY

OR CREDIT REPORT, CONTACT THE IRS IDENTITY THEFT HOTLINE AT 1-800-908-4490 OR SUBMIT

FORM 14039

FOR MORE INFORMATION, SEE PUBLICATION 4535, IDENTITY THEFT PREVENTION AND VICTIM

ASSISTANCE.

VICTIMS OF IDENTITY THEFT WHO ARE EXPERIENCING ECONOMIC HARM OR A SYSTEM PROBLEM, OR ARE SEEKING HELP IN RESOLVING TAX PROBLEMS THAT HAVE NOT BEEN RESOLVED THROUGH NORMAL CHANNELS, MAY BE ELIGIBLE FOR TAXPAYER ADVOCATE SERVICE (TAS) ASSISTANCE. YOU CAN REACH TAS BY CALLING THE TAS TOLL-FREE CASE INTAKE LINE AT

1-877-777-4778 OR TTY/TDD 1-800-829-4059.

PROTECT YOURSELF FROM SUSPICIOUS EMAILS OR PHISHING SCHEMES. PHISHING IS THE CREATION AND USE OF EMAIL AND WEBSITES DESIGNED TO MIMIC LEGITIMATE BUSINESS EMAILS AND WEBSITES. THE MOST COMMON ACT IS SENDING AN EMAIL TO A USER FALSELY CLAIMING TO BE AN ESTABLISHED LEGITIMATE ENTERPRISE IN AN ATTEMPT TO SCAM THE USER INTO SURRENDERING PRIVATE INFORMATION THAT WILL BE USED FOR IDENTITY THEFT.

THE IRS DOES NOT INITIATE CONTACTS WITH TAXPAYERS VIA EMAILS. ALSO, THE IRS DOES NOT REQUEST PERSONAL DETAILED INFORMATION THROUGH EMAIL OR ASK TAXPAYERS FOR THE PIIN NUMBERS, PASSWORDS, OR SIMILAR SECRET ACCESS INFORMATION FOR THEIR CREDIT CARD, BANK, OR OTHER FINANCIAL ACCOUNTS.

IF YOU RECEIVE AN UNSOLICITED EMAIL CLAIMING TO BE FROM THE IRS, FORWARD THIS MESSAGE TO PHISHING @IRS.GOV. YOU MAY ALSO REPORT MISUSE OF THE IRS NAME, LOGO, OR OTHER IRS PROPERTY TO THE TREASURY INSPECTOR GENERAL FOR TAX ADMINISTRATION (TIGTA) AT 1-800-366-4484. YOU CAN FORWARD SUSPICIOUS EMAILS TO THE FEDERAL TRADE COMMISSION AT: SPAM @UCE.GOV OR CONTACT THEM AT WWW.FTC.GOV/IDTHEFT OR

1-877-IDTHEFT (1-877-438-4338).

VISIT IRS.GOV TO LEARN MORE ABOUT IDENTITY THEFT AND HOW TO REDUCE YOUR RISK.

#### **PRIVACY ACT NOTICE**

SECTION 6109 OF THE INTERNAL REVENUE CODE REQUIRES YOU TO PROVIDE YOUR CORRECT TIN TO PERSONS (INCLUDING FEDERAL AGENCIES) WHO ARE REQUIRED TO FILE INFORMATION RETURNS WITH THE IRS TO REPORT INTEREST, DIVIDENDS, OR CERTAIN OTHER INCOME PAID TO YOU; MORTGAGE INTEREST YOU PAID; THE ACQUISITION OR ABANDONMENT OF SECURED PROPERTY; THE CANCELLATION OF DEBT; OR CONTRIBUTIONS YOU MADE TO AN IRA, ARCHER MSA, OR HSA. THE PERSON COLLECTING THIS FORM USES THE INFORMATION ON THE FORM TO FILE INFORMATION RETURNS WITH THE IRS REPORTING THE ABOVE INFORMATION. ROUTINE USES OF THIS INFORMATION INCLUDE GIVING IT TO THE DEPARTMENT OF JUSTICE FOR CIVIL AND CRIMINAL LITIGATION AND TO CITIES, STATES, THE DISTRICT OF COLUMBIA, AND U.S. COMMONWEALTHS AND POSSESSIONS FOR USE IN ADMINISTERING THEIR LAWS. THE INFORMATION ALSO MAY BE DISCLOSED TO OTHER COUNTRIES UNDER A TREATY, TO FEDERAL AND STATE AGENCIES TO ENFORCE CIVIL AND CRIMINAL LAWS, OR TO FEDERAL LAW ENFORCEMENT AND INTELLIGENCE AGENCIES TO COMBAT TERRORISM. YOU MUST PROVIDE YOUR TIN WHETHER OR NOT YOU ARE REQUIRED TO FILE A TAX RETURN. UNDER SECTION 3406, PAYERS MUST GENERALLY WITHHOLD A PERCENTAGE OF TAXABLE INTEREST, DIVIDEND, AND CERTAIN OTHER PAYMENTS TO A PAYEE WHO DOES NOT GIVE A TIN TO THE PAYER. CERTAIN PENALTIES MAY ALSO APPLY FOR PROVIDING FALSE OR FRAUDULENT INORMATION.

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