

BID BOOK

BID #24 – REBID OF 82ND STREET PROJECT IN DISTRICT #3, COMANCHE COUNTY, OKLAHOMA

Mandatory Pre-Bid Meeting is set for Thursday, November 2, 2017 @10:00 a.m.

Bids are due by 5:00 pm, November 9th, 2017

**Commissioner Don Hawthorne
Comanche County District #3
907 West "H" (old Hwy 62)
Cache, OK 73527
580-429-3217**

**Carrie Tubbs, County Clerk
Lynn Bentley, Purchasing Agent
Sherri Nunley, Asst. Purchasing Agent
County Clerks Office, Rm 304
315 SW 5th St.
Lawton, OK 73501
580-585-5203**



TABLE OF CONTENTS

BID BOOK:

Page 1	INVITATION TO BID
Pages 2-4	INSTRUCTIONS TO BIDDERS
Pages 5-7	BID FORM w/ LETTER OF AUTHORIZATION
Page 8-9	SPECIFICATIONS
Page 10	AFFIDAVIT FOR FILING WITH COMPETITIVE BID
Page 11	BUSINESS RELATIONSHIP AFFIDAVIT
Page 12	W-9 FORM

INVITATION TO BID

SEALED BIDS will be received by the Comanche County Purchasing Agent, on behalf of the Board of County Commissioners, Comanche County, Oklahoma (herein called the "OWNER"), for the

REBID OF 82ND STREET PROJECT IN DISTRICT #3, COMANCHE COUNTY, OKLAHOMA

until **5:00 p.m. on November 9, 2017**. Sealed Bids shall be delivered or mailed to the Purchasing Department located in the Comanche County Clerks Office, Comanche County Courthouse, 315 SW 5th St., Rm. 304, Lawton, OK 73501. Bids received prior to 9:00 a.m., CST, November 6, 2017 and Bids received after 5:00 p.m., CST, November 9, 2017 shall not be considered and shall be returned unopened to the bidder. The sealed envelope containing the bid must be clearly marked **BID # 24** with the name of the project, opening date and must state Bidders name & address.

SEALED BIDS will be opened at 9:00 am on November 13, 2017 in Room 302 of the Comanche County Courthouse. Bids will be tabulated on a Bid Sheet and such sheet will be available for public inspection.

A Mandatory Pre-Bid Meeting will be held at the Comanche County Courthouse located at 315 SW 5th St., Rm 302, Lawton, OK on Thursday, November 2, 2017 at 10:00 a.m.

A Bid Book containing the Invitation to Bid, Instruction to Bidders, Bid Form and other related Bid Documents may be examined or picked up at the Purchasing Department located in the Comanche County Clerks Office located at 315 SW 5th St., Rm 304, Lawton, OK 73501. The Bid Documents were also sent to Construct Connect, 1-800-364-2059; Southwest Construction News in Oklahoma City, 405-948-7474; and Dodge Data & Analytics, 1-800-393-6343.

A cashier's check, a certified check or a surety bond in the amount of five percent (5%) of the Bid shall accompany the sealed bid for each bidder. In addition to the 5% Bid Bond, a signed Affidavit for Filing with Competitive Bid (Non-Collusion Affidavit) and a Business Relationship Affidavit is required when submitting bids. A 100% Performance Bond, 100% Statutory Bond, 100% one year Warranty Bond and Proof of Public Liability and Workers Comp Insurance will be required of the successful Bidder. Bonding companies must appear on Treasury Circular 570 and be authorized to transact business in the State of Oklahoma for an amount in excess of the bid.

The contract will be awarded to the lowest responsible bidder within 30 days from date of bid opening. Provided, the County may extend the date for awarding the contract for 15 days according to state law (90 days if funds utilized for the project are furnished by an agency of the United States Government).

The successful bidder and the County must execute a contract embodying the terms of the bid documents, within 60 days from the date the contract was awarded.

No bidder shall obtain a property right in a contract until the contract has been fully executed by both parties.

All matters concerning the contract and project are subject to the provisions of state law and federal law when applicable.

The Board of Comanche County Commissioners reserves the right to accept or reject any or all bids and waive any informalities. The Board of Comanche County Commissioners also reserves the right to make awards by items, groups of items, or all or none, whichever is in the best interest of the county.

Dated: October 19, 2017

Carrie Tubbs, County Clerk
Lynn Bentley, Purchasing Agent

INSTRUCTION TO BIDDERS

SEALED BIDS will be received by the Comanche County Purchasing Agent for the Board of County Commissioners, Comanche County, Oklahoma (herein called the "County"), for the

REBID OF 82ND STREET PROJECT in District #3, Comanche County, Oklahoma

until 5:00 p.m. CST, on November 9, 2017 Bids received prior to 9.00 a.m., CST, November 6, 2017 and Bids received after 5:00 p.m., CST, November 9, 2017 shall not be considered and shall be returned unopened to the bidder.

SEALED BIDS will be opened at 9:00 am on November 13, 2017 in Room 302 of the Comanche County Courthouse.

Each BID must be submitted in a sealed envelope, one bid per envelope, and delivered either in person or by mail to the County Clerk's Office, Comanche County Courthouse, ATTN: PURCHASING, 315 SW 5th St., Room 304, Lawton, OK 73501. The envelope should bear on the outside the BIDDER'S name, address, closing date and reference Bid#24, Rebid of 82nd Street Project in District #3, Comanche County, Okla. If sent by mail, the sealed envelope containing the BID must be enclosed in another envelope and addressed as described above. All BIDS must be made on the required BID form. All blank spaces must be legibly written in with ink or typewritten and must be fully completed and executed when submitted. Corrections or erasures should be initialed by person completing the bid.

There will be a **Mandatory** Pre-Bid Meeting held at the Comanche County Courthouse located at 315 SW 5th St., Rm 302, Lawton, OK on **Thursday, November 2, 2017 at 10:00 a.m.**

The Comanche County Board of Commissioners reserves the right to award or reject any or all bids and waive any informality. The Board also reserves the right to accept all or part of any bid offered and to accept that bid or part of that bid which will, in the Board's opinion, best serve the public interest. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the County may extend the date for awarding the contract for 15 days according to state law (90 days if funds utilized for the project are furnished by an agency of the United States Government). Conditional Bids will not be accepted.

Before submitting a BID, BIDDERS should carefully examine the specifications, visit the site of work, fully inform themselves as to the existing conditions and limitations and shall include in the BID a sum to cover the cost of all items included in the Contract. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve the BIDDER from any obligation in respect to the BID. Extra payments will not be authorized for work that could have been foreseen by a careful examination of the site. Submission of a BID shall constitute acceptance by the BIDDER of existing site conditions as a part of the requirements for this work.

Bid prices will be guaranteed correct by the Bidder and are to remain firm.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

The CONTRACT DOCUMENTS contain the provisions required for the construction project. Information obtained from an officer, agent, or employee of the COUNTY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a Cashier's Check, a Certified Check or Bid Bond in the amount of five percent (5%) of the TOTAL BID as a guarantee of good faith. The check is to be drawn on an Oklahoma bank and made payable to the BOARD OF COMANCHE COUNTY COMMISSIONERS. The BID BOND of the successful BIDDER will be retained until the CONTRACT, PERFORMANCE BOND, STATUTORY BOND and MAINTENANCE BOND have been executed and approved AND PROOF OF PUBLIC LIABILITY AND WORKERS COMP INSURANCE have been provided and approved. The Purchasing Dept, upon receipt of a written notice from the Successful Bidder, will return to them the 5% BID BOND. Checks of unsuccessful bidders will be returned by mail unless otherwise requested. Bonding companies must appear on Treasury Circular 570 and be authorized to transact business in the State of Oklahoma for an amount in excess of the bid.

A 100% PERFORMANCE BOND, 100% STATUTORY BOND AND 100% MAINTENANCE BOND in the amount of the CONTRACT PRICE, with a corporate surety approved by the COUNTY, will be required for the faithful performance of the contract. The Attorney-in-fact who signs the BID BONDS and PERFORMANCE, STATUTORY & MAINTENANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

Bidder will be responsible for overseeing the entire project.

The party to whom the contract is awarded will receive a NOTICE OF AWARD accompanied by the necessary AGREEMENT and BOND forms. The awarded bidder will be required to execute the Agreement and obtain the PERFORMANCE BOND, STATUTORY BOND, MAINTENANCE BOND and PUBLIC LIABILITY & WORKERS COMP INSURANCE within ten (10) calendar days from the date BID is awarded unless extended by mutual agreement between the COUNTY and the AWARDED BIDDER. In case of failure of the BIDDER to execute the AGREEMENT, the COUNTY may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the COUNTY.

The NOTICE TO PROCEED shall be issued within seven (7) days of the execution of the AGREEMENT by the COUNTY. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the COUNTY and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the seven (7) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The COUNTY may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the COUNTY all such information, data and not limited to financial statements, for this purpose as the COUNTY may request. The COUNTY, reserves the right to REJECT any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the COUNTY that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

All CONTRACTORS involved in the project shall have proper and current licensing in the State of Oklahoma and should be prepared to provide a copy of such if requested.

Bidder shall supply the names and addresses of major material suppliers & subcontractors with bid.

The Bidder must be able to financially carry on the work until project is completed. The Comanche County Board of Commissioners is in no way permitted to provide payments prior to goods received and services performed.

Please NOTE this project is TAX EXEMPT as allowed by 68 O.S. § 1356. The successful bidder will be issued a copy of the Resolution designating them as an agent for the County for the purpose of purchasing materials and tangible personal property tax exempt for the construction (improvements, remodeling, renovation, repairing, etc.) of this project. If the tax exempt status is to be used, materials and tangible personal property purchased by the Contractor and its subcontractors, to be used in this project, will be delivered to the jobsite and incorporated into the project. The title to such property is to pass from the vendor directly to the County. Bidder will be responsible for any tax not included in the exemption. If Sub-Contractors are to be included, their names must be provided to the Purchasing Agent prior to the time the Contract is entered into so that the Sub-Contractors can be listed on the Resolution. Such Resolution requires Board of County Commissioners approval at a regular scheduled meeting therefore your list of sub-contractors shall be submitted with your contract, insurance & bonds.

PAYMENT

Original Documents required:

- Invoice with breakdown of materials & labor.
- Application and Certificate of Payment with original signatures
- Certification from Commissioner Don Hawthorne stating his Approval (document will be provided by District #3)
- One "Affidavit for Contracts & Payments" is required when total payments exceed \$25,000.00.

The Invoice, with attached items listed above, shall be submitted by the Contractor to the Comanche County District #3 Barn located at 907 West "H" (old hwy 62). Before the Commissioner's Office submits the Invoice to the Purchasing Dept. to be paid, it shall contain certification by Commissioner Don Hawthorne that states the work for which payment is claimed

has been performed and that such work conforms to the specifications for the project. No such invoice shall be paid by the County without such certification. The Contractor must provide a signed Affidavit for Contracts & Payments which will be provided with the contract & bonds forms.

Upon completion of project, contractor shall furnish proof that all claims and obligations incurred by him in connection with this performance of said work have been fully paid and settled. Information shall be in the form of an affidavit provided by the Bonding Company, which shall bear the approval of the surety on the contract bonds for payment to the contractor. Lien Waivers from Subcontractors and Suppliers may also be required.

The jobsite shall be cleaned up on a daily basis. All trash and debris generated from the construction operation shall be delivered to the landfill at the Contractor's expense. Contractor is responsible for storage and security of all materials required for this contract.

Any spills of petroleum, oil & lubricant (POL) products, chemicals, or other hazardous materials must be reported immediately to the County Commissioners office. The contractor shall then comply with the guidance of the Comanche County Emergency Management Director, (located at 4500 SW Lee Blvd, Building 900, Lawton, OK 73505; 580-355-0535 phn) in taking appropriate actions to rapidly control and/or contain any spills.

CONTRACTOR will be responsible for obtaining any permits required for the project. Contractor is responsible for safety of its personnel and all sub-contractors.

Contractor shall not hire persons not legally residing in the United States.

CHANGE ORDERS cannot exceed a 15% cumulative increase of the original contract amount. Change orders which exceed 15% shall require a re-advertising for bids on the incomplete portions of the contract.

Necessary changes shall be addressed to Commissioner Don Hawthorne. ALL Change Orders shall be formally approved by the Board of Commissioners and the reasons for approval recorded in the permanent records of the County.

DOCUMENTS REQUIRED FOR THIS BID

*Bid Form, includes an attached Letter of Authorization

*Bid Security for 5% of the total bid.

*Affidavit for Filing with Competitive Bid

*Business Relationship Affidavit

*IRS W9 Form

Bidder must submit the properly completed and executed documents listed on this page. All signatures must be original, not copied, faxed, computer generated or mechanical.

Bidder shall use the forms in this Bid Package or shall photocopy the forms and complete them. No alterations can be made to the forms except to add additional signature lines as required. Any other alteration or amendment of the forms may invalidate the Bid.

All correspondence will be in writing. In the event that it becomes necessary to revise any part of the Bid, addenda will be faxed, emailed or mailed to vendors on the Bid Holders List. Any oral interpretations or clarification of this Bid shall not be relied upon. All changes to this Bid must be in writing and available to all bidders.

If a Bid Document listed above is not included in the Bid Packet, it is the Bidder's responsibility to obtain the Bid Document from the Comanche County Purchasing Dept. The Bidder shall also be responsible for contacting the Purchasing Agent prior to bid closing to ensure all addendums were received. A copy of each addendum must be present with the submitted bid package.

If you have questions regarding the bid specifications, contact Kenny Kinder at 580-429-3217 and if you have questions regarding the bid deadlines, etc., contact the Purchasing Department at 580-585-5203.

It is not intended for any of the specifications to be brand or company specific. If ever a brand is referenced, it is intended to be "similar or like item/company".

BID FORM

Proposal of _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State of Oklahoma

doing business as _____
(Insert "a corporation", "a partnership" or "an individual" as applicable).

To the Board of Comanche County Commissioners (hereinafter called "OWNER"):

The Bidder, in compliance with your Invitation to Bid for the

Rebid of 82nd Street Project in District #3, Comanche County, Oklahoma

having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and the supplies, to construct the project in accordance with the Contract Documents, and at the bid price stated below.

Upon receipt of written notice of the acceptance of this bid, Bidder shall within ten **(10) calendar days**, execute the formal contract to be furnished by the Owner, deliver required bonds on the forms contained herein and provide proof of required insurance unless extended by mutual agreement between the County and the Awarded Bidder.

The Bidder hereby agrees to commence work under this Contract the week the Contract, Bonds & Insurance are approved, or as agreed upon with the owner, at which time a written Notice to Proceed will be given to the Bidder by the Owner and to fully complete the project within the number of calendar days thereafter stipulated in the Contract.

Calendar days will start the date the Notice to Proceed is issued. Bidder further agrees to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter excluding inclement weather days as mutually agreed upon by Owner and Bidder.

The Bidder acknowledges receipt of the following Addenda:

- 1) _____ Date _____
- 2) _____ Date _____
- 3) _____ Date _____

BASE PROPOSAL

I (We) agree to perform all of the work required by the bid documents, specifications and plans for the

Rebid of 82nd Street Project in District #3, Comanche County, Oklahoma

for the sum of: \$ _____ dollars

(\$ _____) The amount shall be shown in both words and figures.
In case of discrepancy, the amount shown in words shall govern.

- Bidder proposes to complete project in _____ days.
 - Bidder will be able to begin project _____ days after award date.
 - Please list the estimated response time for requested service should problems arise: _____
-

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the actual opening thereof.

The bid security attached in the sum of _____ dollars (\$_____) is to become the property of the Owner in the event the contract, bonds and insurance are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder understands, agrees and warrants:

The bidder has carefully read and fully understands the full scope of the Bid Documents and Contract Documents.

That bidder has the capability to successfully undertake and complete the responsibilities and obligations in said Bid Documents and Contract Documents. The Comanche County Board of Commissioners is in no way permitted to provide payments prior to goods received and services performed.

The Comanche County Board of Commissioners reserves the right to award or reject any or all bids and waive any informality. The Board also reserves the right to accept all or part of any bid offered and to accept that bid or part of that bid which will, in the County’s opinion, best serve the public interest.

BIDDER: _____
Name of Corporation or Firm

By: _____
Signature of Bidder or Bidder’s Authorized Agent, see “Letter of Authorization” attached

Print Bidders Name Above

TITLE: _____ DATE: _____
Please provide documentation stating officers for the company

MAILING ADDRESS CITY STATE ZIP

PHONE FAX EMAIL

COMANCHE COUNTY DISTRICT 3

DON HAWTHORNE, COUNTY COMMISSIONER

907 H Avenue

Cache, OK 73527

IS SEEKING BIDS FOR

Re-bid of 82nd Street Project

CONTACT: Don Hawthorne, County Commissioner

Cell Phone (589) 695-1543

PROJECT INSPECTOR CONTACT: Kenny Kinder, Road Foreman

(580) 591-6854

Specifications:

This specification covers the "Asphalt Concrete Overlay 82nd Street" located in District Three of Comanche County, Oklahoma. The Contractor will be adding two inches of asphalt to 82nd Street from Coombs Road to Baseline Road. The County has repaired areas where the base was broken down.

TESTING OF THE ASPHALT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

Project Length Details:

Project Length: 21,120 feetequal to 4 miles

Roadway Length: 21,120 feetequal to 4 miles

Roadway Width:

Roadway Width 23 feet

Tack Oil:

Approximately 7,400 gallons

Asphalt Layer:

2" AC Superpave S4 PG 64-22 oil in place

Pay Quantity Notes

Price bid to include cost of an estimated 7,400 gallons of tack oil meeting the requirements of Section 408 of the Standard Specifications.

Mobilization cost shall be included in the price for asphalt.

The estimate for Asphaltic Concrete is based on approximately 112 pounds/square yard per 1 inch thick. Quantity estimated at 6,240 tons.

Includes the cost of saw cutting the pavement at the beginning and end of project and intersections.

Centerline Striping is estimated with stripe thru the entire length of the project. The contractor shall lace striping as directed by the Road Foreman.

The plan quantity for Asphaltic Concrete does include allowances for any driveways, intersections, and mailbox pullouts.

Bid price for Pay Item (PL) Contraction traffic control 880(J) shall be full compensation for labor, material, and equipment necessary to provide all construction traffic control in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD) Chapter VI.

Construction Notes:

2009 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION – ENGLISH GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, JANUARY 4, 2010. SPECIAL PROVISIONS GOVERN OVER STANDARD SPECIFICATIONS AND SUPPEMENTAL SPECIFICATIONS.

TRAFFIC CONTROL:

Traffic Control shall be in accordance with Chapter VI of the current Manual of Uniform Traffic Control Devices for streets and Highways and the Oklahoma Department of Transportation Standards.

Project shall be constructed without closing the streets to local and through traffic.

The Contractor shall comply with Department Standard TCS1-1001.

Surfacing:

All public roads and all driveways shall be tapered five (5) lineal feet from the edge of pavement. Existing mailbox pullouts shall be paved to eliminate edge drop off conditions. The Contractor shall provide smooth ingress and egress at all such points.

The Contractor shall remove vegetation and soil encroaching the edge of the existing pavement in preparation of the proposed surfacing as directed by the Inspector.

Materials:

The type of grade and rate of application of asphalt tack will be in a manner approved by the Inspector.

General Notes:

This project shall be completed in sixty (60) Calendar Days from day of awarding of bid

Note: Earthwork incidental to preparation of subgrade for driveway returns and mailbox turnout as directed by the Inspector to be included in the cost of other items of work.

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
)SS
COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached Bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year before the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year before the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Bidder or Agent

print name & title

Subscribed and sworn to before me this _____ day of _____, 20_____.

My Commission Expires: _____

Notary Public

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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 (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.