



Hedgehog Park – Phase III (design of new bathrooms, storage, concession, & pavilion)

**Sealed Bid #2013-011-1
Town of Salem, NH**

August, 2013

PURCHASING AGENT

Julie Adams

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Keith Hickey, Town Manager

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Director of Recreation

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REQUEST FOR BIDS/QUALIFICATIONS FOR DESIGN of New Bathrooms, Storage, Concession and Pavilion — August 2013

The Town of Salem, NH, is seeking engineering/architectural services proposals from qualified CONSULTANTS for design and preparation of construction documents for demolition of existing bathroom facility, storage, and warming shelter and the design of a new building and pavilion with bathrooms, storage and concession area for Hedgehog Park, 53 Lowell Road, Salem, NH, 03079. Bids must include all engineering, architectural design, material lists, preparation of plans, excavation work, specifications, bid documents, and assistance in the construction bid process. The Town of Salem, NH may elect to negotiate construction administration, inspectional services, and/or additional design phases with the selected design firm, or at its sole discretion, may elect to engage alternative consulting services. This project is part of the Recreation Department's Hedgehog Park Master Plan. The CONSULTANT/CONSULTING TEAM must be qualified with the ability to provide sufficient documentation and references as to their abilities for all individuals working on this project. The selection process will be qualification and budget based. The design project shall commence in September 2013 and be completed by mid October 2013.

Consultants requiring additional information or clarification relative to the contents of this bid may direct inquiries in writing to Chris Dillon, Director of Recreation at cdillon@ci.salem.nh.us. All answers to questions will be placed on a Q & A sheet. Copies of this BID may be downloaded at www.townofsalem.org.

Each Sealed Bid must be submitted in a sealed envelope which is clearly marked **Sealed Bid #2013-011-1 Hedgehog Park Phase III, Vendor Name, Attention: Julie Adams, Purchasing Agent**, and delivered to the Building Department, upstairs, at the following address:

Salem, NH Town Hall
33 Geremonty Drive
Salem NH 03079

Sealed bids must contain (1) one original, (4) four copies, and (1) color poster (18" x 24" minimum), and must be received no later than Thursday, September 26, 2013 before 11:00am from interested firms, to be eligible for consideration by the town. Upon receipt, all sealed bids and correspondence relating to this ITB, shall be date and time stamped. All sealed bids received will be considered confidential and not available for public review until after the bid opening on Thursday, September 26, 2013 at 11:00am. Late bids will not be considered.

The Town of Salem, NH reserves the right to reject any or all proposals and/or to reduce the scope of work to an amount proportionate to availability funding and/or to otherwise make adjustments as deemed in the best interest of the Town.

Section 1: Background - Purpose

As part of revitalization of an existing Town facility and in an effort to offer additional new recreational activities to residents of the Salem Area, the Town has developed a Hedgehog Park Master Plan. This plan addresses various additions and renovations to Hedgehog Park. This multi-year plan began in the spring of 2009 and was originally scheduled for completion in 2013. The additions and renovations are broken into phases and include phase I – design and improved entrance & exit into Hedgehog Park, addition of a water line, 9,000sf skate park, extended beach area and more parking. Phase II of this plan includes a new playground area, sand volleyball court and horseshoe pit. Phase III – is the demolition of the current bathroom facilities and constructing a new bathroom facility with storage, concession, and pavilion. The final phase, phase IV, is the addition of a basketball court and two (2) tennis courts. The phases listed above are to be completed in order beginning with phase I in 2009. This BID will kick off the beginning of Phase III of the Hedgehog Park Master Plan. Additional information on this project can be found online at www.townofsalem.org, in the Recreation Department's Hedgehog Park Master Plan.

Section 2: Scope of Services

Below is a brief description of the services to be provided by the successful firm, corporation, person, partnership, project team or business [here in referred to as CONSULTANT]. This outline is not meant to be all-inclusive, and bidders are invited to include in their proposal any and all tasks and services deemed necessary to complete the work successfully.

NOTE: The Project Area consists generally of north western part of Hedgehog Park, Map 115 lot 8832. The Third *Phase* of this project consists of cost estimate and bidding documents for the demolition of the current bathroom and storage facility and the design and construction documents with a material list for a new bathroom, storage, concession building with pavilion for Hedgehog Park. It is also inclusive of the design and connection of the facility to Town Water and adequate septic system. There is currently a water line connection into the town water line on Lowell road and is capped and ends on the west/park side of the skate park.

- a. Perform a field reconnaissance of the Project Area.
- b. Evaluate the First Section to include: consideration of technical design, identification of environmental impacts, impacts relative to the EPA Stormwater and construction issues.
- c. Evaluate potentially significant design or permitting issues, drainage paths, possible areas where easement or acquisition is warranted.
- d. Complete a field survey to obtain sufficient data to complete the design.
- e. Conduct all necessary subsurface investigations to fully evaluate subsurface and foundation conditions, establish the presence of ledge (in areas where subsurface piping or excavation is required), and to aid in estimating site construction costs.
- f. Make recommendations on the type of materials needed (i.e., full depth concrete pad for the bathrooms and pavilion, excavation work inclusive of additional fill).
- g. Planned layout and connection of water line from the current dead end to the new building.
- h. Planned layout and connection of a new power line from the road to the new building (in conduit).
- i. Bathroom facility, concession stand, and pavilion must meet all current codes including ADA requirements. The footprint of the entire facility will be roughly 30'X 100' or 3,000 square ft.
- j. Prepare cost estimate based on items design information above.
- k. Attend meetings with Town staff, as necessary, during the design process to review progress plans and budget.
- l. Prepare Final Design drawings for Phase III, including completion of any and all necessary permits (wetland and others) and regulatory compliance, preparation of bid documents, plans and specifications, including one poster size (18" X 24" or larger) rendering of the proposal in color.
- m. Assist the Town during construction to assure it is built as designed.

Section 2: Scope of Services cont.

NOTE: In addition to providing hard copy documentation of the above scope, the consultant shall also provide the Town with electronic format copies of Bid Document (plans in Autocad or other acceptable format, and specifications in Microsoft Word). Ownership of plans and documents shall be to the Town. The only acceptable exclusions of this shall be in the areas of intellectual property that has been substantially developed by the CONSULTANT prior to and not part of the contract.

Section 3: Content of Proposal

One original and four (4) copies of the proposals must be submitted by Thursday, Sept 26, 2013, prior to 11am to **JULIE ADAMS** Purchasing Agent. *Those submitting bids must complete the attached form titled "Application to the Town of Salem for Hedgehog Park Phase III."* Resumes of personnel that will be involved in this project must also be included.

The proposals shall follow the sections identified below and contain the information required in the sections where the information is requested. The lack of information in the required section cannot be addressed by providing additional information in other sections. If the information is not found in the appropriate section it will be considered as missing and therefore non-responsive. This format is designed to provide all CONSULTANTS with a format to provide both basic and enhanced information. Reviewing the entire BID prior to completing this section is strongly advised.

All material submitted by CONSULTANTS becomes the irrevocable and sole property of the Town of Salem, NH unless otherwise specified in this BID. The Town shall be under no obligation to return any proposals or material submitted by a CONSULTANT in response to this BID unless specified in this BID. The proposals shall remain confidential until completion of the evaluation of all proposals. However, the Town of Salem cannot assure the confidentiality of any materials or information, which may be submitted by a CONSULTANT in response to this BID. Thus, CONSULTANTS who choose to submit confidential information do so at their risk. No costs or expenses incurred by the CONSULTANTS in responding to this BID or in particular in this competitive procurement will be borne by the Town.

The original sealed BID shall be submitted in a three ring binder to allow for copying. Copies of the bid may be bound by other means providing that no papers are loose. Each section identified below, shall be divided with a tabbed divider with the appropriate section number on the tab. A CONSULTANT BID must consist of two separate documents:

1. A Consultant Proposal
2. A Cost Proposal

The two proposal documents must be formatted according to the instructions of this BID. CONSULTANTS must not include any cost information in any part of the Consultant Proposal. A sealed package containing the original and four (4) duplicates of the Consultant Proposal must be labeled as follows:

(CONSULTANT Name)

**CONSULTANT PROPOSAL TO PROVIDE CONSULTANT SERVICES TO THE TOWN OF SALEM, NH
HEDGEHOG PARK DESIGN OF PHASE III OF MASTER PLAN IMPROVEMENTS, Sealed Bid #2013-011-1**

A separate sealed package containing the original and four duplicates of the Cost Proposal must be labeled as follows:

(CONSULTANT Name)

**COST PROPOSAL TO PROVIDE CONSULTANT SERVICES TO THE TOWN OF SALEM
HEDGEHOG PARK DESIGN OF PHASE III OF MASTER PLAN IMPROVEMENTS, Sealed Bid #2013-111**

Section 3: Content of Proposal cont.

Cost Proposal Forms: Submit the required cost proposal in a separate envelope. This is not a section and does not need to be tabbed. The Town reserves the right to reject any or all proposals and/or to limit this study to a portion based on the availability of funds and/or as deemed in the best interest of the Town.

Each CONSULTANT must furnish all requested information in the formats specified by this BID. Promotional materials and other documents are not wanted and will not be considered as meeting any of the requirements of this BID, unless otherwise allowed in this BID. To enable the Town to perform a fair comparative analysis and evaluation of proposals, it is desired that a uniform format be employed in structuring each proposal. The CONSULTANT'S degree of compliance with the requirements of this BID and their clarity in proposal will be a factor in the subsequent evaluation of the proposal. The Consultant Proposal shall include the following information.

❖ Consultant Proposal Format

1. **Letter of Transmittal:** Each proposal must include a letter of transmittal containing the signature of a representative authorized to enter into contracts for the prime contractor. Beyond this, the CONSULTANT can provide any information desired in the letter. The transmittal letter should not exceed two pages in length. *Inserted after the letter of transmittal shall be the "Application to the Town of Salem for HEDGEHOG PARK."*
2. **Knowledge and Experience:** Provide a description of the firm's/team's knowledge and experience in the design and analysis of roadways, buildings, similar projects, pavement and storm water infrastructure, and the regulatory permitting associated therewith. The minimum requirement for the project manager for this project shall be 8 years experience. Provide all resumes of design team and sub consultants. Indicate at a minimum the licenses, degree, certifications, and or any other relevant professional status. Indicate the length of time the professional staff position has been with the firm. List projects completed by the staff persons with the year completed or the year the staff person participated in the project.
3. **Project List:** List all projects from separate municipalities where work similar to this proposal was performed. Cite municipality, contact, address, project costs, project status, and project total linear footage, role of firm if not principal designer, and a brief description of the project.
4. **Consultant Scope and Availability:** Given the above general scope of services, provide a project outline that identifies a proposed scope of service that will provide the above documents and results. **DO NOT INCLUDE BUDGET NUMBERS OR COSTS HERE.** Provide a description of availability of the consultants to the Town staff for meetings and consultation. Indicate the relationship of this project to other current projects in the firm and demonstrate ability to manage this project. Provide a schedule indicating the consultant's ability to meet the timelines indicated herein.
5. **Financial and Insurance Resources:** The consultant shall submit information that would clearly document the financial resources for performance and/or have the ability to obtain such resources. Proper Insurance for employees and subcontractors shall be required for submittal.
6. **Conflict of Interest:** The consultant shall describe any and all current or potential conflicts of interest related to performance on this project. Relationships with property owners, developers, and other consultants, whether in recent past (past three years), present, or potentially in the future by interest in a pending project, which may serve to provide financial benefit to the Consultant, must be identified. If there is an appearance of conflict of interest, than the consultant must identify the methods they will employ to address said conflicts.

Section 3: Content of Proposal cont.

❖ CONSULTANT Limitations

The CONSULTANT should include any latitudes, prohibitions or limitations placed on the services presented in the CONSULTANT'S proposal. If some services or personnel cannot be provided for as specifically provided for in the proposal this should be stated. The objective is to clarify all service options and personnel.

- a. Assignment Rights: To meet the requirements of the Scope of Work, the Town reserves the right to use the Technical and other services of other CONSULTANTS, unless specifically limited by the CONSULTANT in the response.
- b. Negotiation Rights: The Town reserves the right to negotiate with CONSULTANTS regarding variation to the original sealed BID AND CONTRACT, to include cost, which may be in the best interest of the Town.
- c. Town Rights: The Town reserves the right to waive any item, which in the opinion of the Town is an informality. The Town has the right to accept or reject any or all proposals in whole or in part if it is deemed to be in the public interest to do so.

❖ Execution of Contract

- a. Upon the acceptance of a CONSULTANT'S proposal, the Town will prepare and submit a contract to the successful CONSULTANT for signing. In the event that the successful CONSULTANT fails, neglects or refuses to execute the contract within fourteen (14) days after receiving a copy of the contract from the Town, the Town may at its option terminate and cancel its action in awarding the contract and the selection of the CONSULTANT shall become null and void and of no effect.
- b. Incorporated by reference into the contract, which is to be entered into, by the Town and the successful CONSULTANT pursuant to this RFP will be:
 - 1. All of the information presented in or with this BID and the CONSULTANT'S response thereto.
 - 2. All written communications between the Town and the successful CONSULTANT whose proposal is accepted. A designated official of the CONSULTANT and the Town of Salem shall execute the contract.

Section 4 Proposal Evaluations

❖ Rejection of Proposals

The Town reserves the right to reject any and all proposals received in response to the BID. A CONSULTANT'S proposal may be rejected, if the CONSULTANT:

- a. Fails to adhere to one or more of the provisions established in the BID.
- b. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- c. Fails to meet the minimum evaluation criteria specified in this BID.
- d. Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- e. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- f. Fails to submit its cost on the enclosed Cost Proposal.
- g. Refuses a reasonable request for an interview.
- h. Refuses to provide clarification requested by the Town.

Section 4 Proposal Evaluations cont.

*** Review Criteria Introduction**

This section shall serve as the criteria from which the Evaluation Committee will rate the CONSULTANT. In preparing a proposal the Town recommends that the CONSULTANT address the criteria clearly in their proposal as outlined above and indicate how they achieve the highest rating. Statements should qualify and demonstrate the CONSULTANTS ability to meet each criterion. Statements should be to the greatest extent verifiable.

1. The CONSULTANT has been successful in the business of providing services as described herein or for a period of not less than eight years. (3 points)
2. The CONSULTANT shall have completed not less than five similar design projects, and the projects were ultimately constructed. It is preferred that at least one prior project have a constructed value in excess of half a million dollars. (5 points)
3. The resume of the project manager assigned as the contact person for the Town shows no less than eight-years experience in the related field with no less than five years experience in providing consulting for like projects. (2 points)
4. The CONSULTANT has demonstrated substantial experience dealing with projects that involve public participation and presentation, and experience dealing with residents relative to obtaining temporary and/or permanent easements related to road and drainage improvements. (5 points)
5. The CONSULTANT has, in their firm or through cooperative partnerships, access to persons with outstanding technical expertise to complete the projects. Such technical personnel shall have a relationship with the CONSULTANT for at least 5 years or five projects. (3 points)
6. The CONSULTANT shall receive positive references from all customers contacted by the Town. (5 points)
7. The CONSULTANT has provided information that clearly indicates their experience with projects similar to the project herein. The CONSULTANT has a strong understanding of specific issues identified herein and has shown their understanding through specific references to projects that they have completed. (4 points)
8. The CONSULTANT demonstrated in their proposal they can meet the schedule for the Town of Salem and have provided sufficient specificity to clearly show the critical path toward completion of these projects. The CONSULTANT has described in detail the necessary schedule and components for analysis, including; input from the Town staff, input from the public, and recommendations clearly integrating those areas for a comprehensive approach toward a completed project. (5 points)
9. The CONSULTANT has no appearance of a conflict of interest with any other party, or such relationships are not sufficient to warrant concern. (4 points)
10. The CONSULTANT has provided a comprehensive price proposal and rate schedule that reflects the effort necessary to provide the Town with a comprehensive product. (7 points)

Section 5 Responsibilities of the CONSULTANT

a. Prime Contractor: The successful CONSULTANT will be considered as the prime contractor for those services indicated in their proposal and will be required to assume total responsibility for the services offered in this proposal whether or not the firm is the firm delivering all of the services. The Town of Salem will consider the successful CONSULTANT to be the sole point of contact with regard to all contractual matters, including performance or service unless otherwise stated. Prior to final selection, CONSULTANTS may be required to submit any additional information, which the Town may deem necessary, to determine the CONSULTANT'S qualifications to respond to the BID. Should any of the information requested by the Town be considered by the CONSULTANT to be confidential it should be so stated. The Town will attempt to treat any information submitted by the CONSULTANT as confidential if requested to do so; however, the Town cannot insure such confidentiality.

b. Firm Price: Prices offered by the CONSULTANT will be firm and not subject to increase during the term of any contractual agreement arising between the Town of Salem and the successful CONSULTANT as a result of this BID.

c. No Assignment: Assignment by the successful CONSULTANT to any third party [not previously identified in the proposal] of any contract based on the BID or any monies due shall be absolutely prohibited and will not be recognized by the Town of Salem unless approved in advance by the Town in writing.

d. Statement of Time: Time when stated, as a number of days, shall mean all calendar days, including Saturdays, Sundays, and holidays.

e. Project Management Representation: The CONSULTANT shall provide the staff and resources as outlined in the BID and shall not assign to other staff without the written approval of the Town.

f. Completion of Scope: The CONSULTANT shall complete the scope as negotiated and agreed upon and shall deliver staff and resources to professionally and expeditiously complete such scope. The CONSULTANT by virtue of their prior professional experience shall understand and endeavor during the contract negotiations to determine the possible obstacles that would interfere with the completion of the scope. The CONSULTANT shall make such obstacles known to the Town and provide the Town with solutions to overcome such obstacles.

g. In addition to providing hard copy documentation of work product outlined in Section 2 (Scope of Services), the consultant shall also provide the Town with electronic format copies of the Bid Document (plans in Autocad or other acceptable format, and specifications in Microsoft Word). Ownership of plans and documents shall be to the Town. The only acceptable exclusions of this shall be in the areas intellectual property that has been substantially developed by the CONSULTANT prior to and not part of the contract.

h. Force Majeure: Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, and unusually severe weather, but the failure or delay must be beyond its control and without its fault or negligence. Dates or times of performance may be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

*** *Non-Discrimination in Employment and Affirmative Action***

a. The CONSULTANT shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, or physical/mental handicap. The CONSULTANT agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment.

Section 5 Responsibilities of the CONSULTANT cont.

- b. If a complaint or claim alleging violation by the CONSULTANT of such statutes, rules, or regulations is presented, the CONSULTANT agrees to cooperate in the investigation and disposition of complaint or claim.
- c. In the event of the CONSULTANT'S non-compliance with the provisions in this section, the Town of Salem shall impose such sanctions as it deems appropriate, including but not limited to the following:
 - 1. Withholding of payments due the CONSULTANT until the CONSULTANT complies, and
 - 2. Termination or suspension of any contract or agreement pursuant to this sealed BID.

Section 6 Cost Proposal

6.0 Sealed Envelope: A separate sealed package containing the original and four duplicates of the Cost Proposal must be labeled as follows:

(CONSULTANT Name)

COST PROPOSAL TO PROVIDE ENGINEERING SERVICES TO THE TOWN OF SALEM

HEDGEHOG PARK DESIGN OF PHASE III OF MASTER PLAN IMPROVEMENTS, Sealed Bid #2013-011-1

6.1: Cost Proposal Form: The CONSULTANT shall use the "Cost Proposal and Certification" Form herein. All instructions for the Cost Proposals are on the form. CONSULTANTS should quote all costs associated with the services outlined in the Scope of Services herein and the proposal submitted by the consultant.

The selection of a CONSULTANT shall be qualifications based. The purpose of the cost proposal is to determine the cost schedule and does not represent a competitive bid process. All costs associated with the project must be included in the cost proposal, including allowances for subcontractors and reasonable reimbursable costs.

Section 6 Cost Proposal cont.

Cost Proposal and Certification

The below signature shall certify that all of the costs associated with the provision of the CONSULTANTS services is included in the costs proposal form whether the form allows for entries of all costs or not. Further this shall certify that by filing a proposal the CONSULTANT is aware of and will be subject to all requirements of this RFP and the proposal filed by the CONSULTANT.

The following totals represent the sum totals of the appropriate cost sections of the Scope of Work.

Task	Task Cost
Reimbursable	
Total Cost	

Business Name_____

Business Address_____

Business Phone_____Fax_____

Business Type: _____
Individual, Partnership, Corporation etc.

Name of Person Authorized to sign proposals

Title of Person Authorized to sign proposals

4b. **ANY SUB-CONTRACTING KEY PERSONS, SPECIALISTS, AND INDIVIDUALS IN CONSULTANT FIRMS TO BE ASSIGNED TO THIS PROJECT**

NAME OF PERSON/FIRM NAME/ADDRESS	STATE REG. NO.:	DISCIPLINE/PROJECT ROLE (Architectural, Structural, Mechanical, Electrical/ Principal in charge, Project Manager, Project Designer)

5. **FULL TIME PERSONNEL IN YOUR FIRM'S OFFICE BY DISCIPLINE:** (Average number employed throughout the preceding 6 month period. Indicate both the total number in each discipline, and within brackets, the total number holding New Hampshire registrations.)

Administration	_____	Fire Protection Engineering	_____ ()	Soils Engineering Specification Writing	_____ ()
Architecture	_____ ()	H.V.A.C. Engineering	_____ ()	Structural Engineering	_____ ()
Acoustical Engineering	_____	Interior Designing	_____	Surveying	_____ ()
Civil Engineering	_____ ()	Landscape Architecture	_____ ()	Traffic Engineering	_____ ()
Ecology	_____	Life Safety Code Specialist	_____	Drafting	_____
Electrical Engineering	_____ ()	Mechanical Engineering	_____ ()	CADD Operators	_____
Energy Specialists	_____	Planning	_____	Other	_____
Environmental Eng	_____ ()	Sanitary Engineering	_____ ()	TOTAL	_____ ()

6. PROJECTS WITHIN THE PAST TEN YEARS BEST ILLUSTRATING CURRENT QUALIFICATIONS FOR THIS PROJECT:

PROJECT NAME, LOCATION & DESCRIPTION	YEAR	PROJECT COST	PHASES Complete or In Progress	REFERENCES NAME TITLE PHONE

7. ADDITIONAL INFORMATION OR DESCRIPTION OF RESOURCES SUPPORTING YOUR FIRM'S QUALIFICATIONS FOR THIS PROJECT: (If joint venture, indicate previous experience with this joint venture.)

8. ESTIMATED TIME FOR YOUR FIRM TO PERFORM SCOPE OF SERVICES AS PUBLICLY ADVERTISED. Attach a Gannt Chart

9. PRINCIPAL BUSINESS OF THIS FIRM AND PRINCIPAL SPECIALIZATIONS:

10. PROFESSIONAL LIABILITY INSURANCE:

NAME OF COMPANY	AGGREGATE AMOUNT	POLICY NUMBER	EXPIRATION DATE
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As a condition of application/If awarded the sealed Bid, each applicant agrees to carry professional liability insurance. The total amount of such insurance shall be the greater of \$ 250,000 or 2 (two) times the

consultant fee for services, or such larger amounts as the Town may require. Insurance shall cover the applicable period of limitations. A certificate of liability insurance must be included with sealed BID.

- 11.** List all current projects for which the applicant is performing or is under contract to perform any design services:

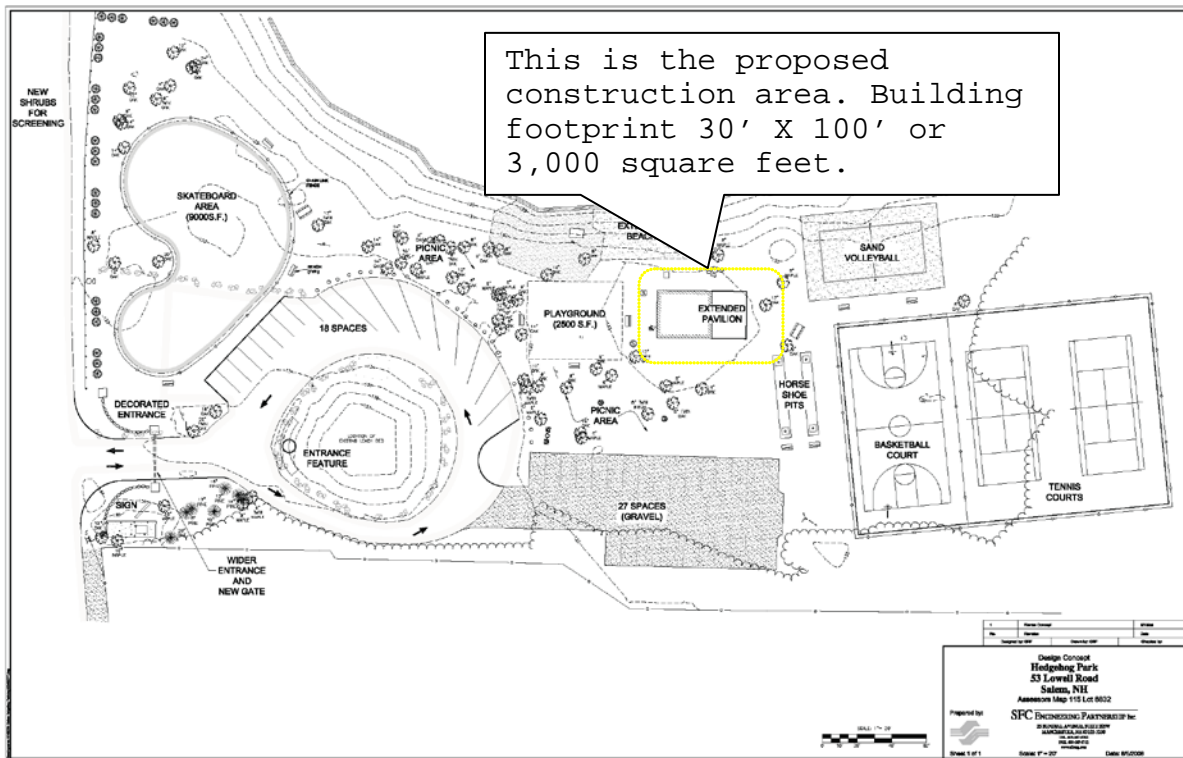
PROJECT NAME, LOCATION & DESCRIPTION	YEAR	PROJECT COST	PHASES*	REFERENCES NAME TITLE PHONE

Name of Person Authorized to sign proposals

Title of Person Authorized to sign proposals

Signature of Above Person

General Project Area Map



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.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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,
- 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.