
GREENVILLE REDEVELOPMENT CORPORATION

REQUEST FOR PROPOSAL

**ROOF ASSESSMENT & REPAIR SERVICES
for CLARK RIDGE COMMONS**

RFP #2024-04

GREENVILLE REDEVELOPMENT CORPORATION



122 Edinburgh Court
Greenville, South Carolina 29607
www.tgha.net

**Submittal Deadline:
November 29, 2024
@ 2:00PM EST**

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SECTION 1 – GENERAL INFORMATION

Greenville Redevelopment Corporation (“GRDC or Offeree”) is seeking proposals from interested professional firms to provide Roof Assessments and Repair Services. Due to the recent storm (Helene) on September 27, 2024, roof conditions at some of our Clark Ridge Commons properties need a thorough examination to determine what if any damage exists and what existing conditions require for repair or replacement of roofing materials. The scope is intended to cover the general components of the roofing structure.

The RFP will be available on TGHA website www.tgha.net. All addenda and responses to written questions will be published on TGHA website or available in hard copy if requested. It is the Offeror’s responsibility periodically to check website for addenda changes and written question responses during the open period of this RFP.

Interested firms must submit one original and three (3) copies and an electronic version of their proposal package, with the items listed in the schedule of submittals, to **TGHA, Procurement Office, ATTN: Sharron Champion, 122 Edinburgh Court, Greenville, South Carolina 29607. All proposals shall be returned to the GRDC by 2:00 PM, Eastern Standard Time, on November 29, 2024.**

Proposals received in the issuing office after 2:00 PM on November 29, 2024 by Facsimile or by Email will not be considered. Offeree is not responsible for delays in the delivery of mail by the U.S. Postal Service, or private couriers. **It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.** The official time used in the receipt of proposals is that time written or stamped by GRDC.

This form must be signed, as well as subsequent addenda, and all pages returned in a sealed envelope. All signatures must be original and not photocopies.

In compliance with this Request for Proposal, and subject to all the conditions thereof, the undersigned offers, if this proposal is accepted within ninety (90) calendar days from the date of the evaluation, to furnish any or all of the items and/or services upon which prices are quoted, at the price set opposite each item or negotiated, to be delivered at the time and place specified herein.

The undersigned certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal, and is authorized to contract on behalf of firm named below.

Company Name: _____

Federal Tax ID: _____

Company Website: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax Number: _____ E-Mail: _____

Print Name: _____ Title: _____

SECTION 2 - SCOPE OF SERVICES

The Scope of Services in the solicitation outlines the requested services GRDC requires as part of the resulting contract. Each Offeror is requested to restate the Scope of Services and respond in writing, how the services will be met by the Offeror.

SCOPE OF SERVICE

Due to the recent storm (Helene) on September 27th, 2024, roof conditions of some of our Clark Ridge Commons (see Attachment A) need a thorough examination to determine what if any damage exists and what existing conditions require for repair or replacement of roofing materials. The scope is intended to cover the general components of the roofing structure. If any additional components are identified, the contractor shall record such components in the report to Offeree.

The work should include the following but may not be limited to:

1. Survey of existing on-site conditions on subject roofs (see **Attachment A**) by physical and visual examination.
2. Inspect and document condition of each with photographs the following:
 - a. roof decking and truss support
 - b. drip edge
 - c. roof underlayment
 - d. ice and water shield
 - e. roof flashing
 - f. identifies roof type – shingle or metal
 - g. ridge capping
 - h. roof vents
 - i. gutters and downspouts
 - j. roof slope
3. Identify any obstructions that may impede inspection and require further examination/removal of obstruction.
4. Determine roofing type if one is not provided to determine what materials need be acquired for replacement and/or repair of subject roof.
5. Provide an estimate of replacement costs related to labor, materials, equipment and permitting.
6. Determine and illustrate if safety measures need to be taken during the examination of each roof as it relates to personnel and on-site residents.
7. Contractor will be required to access roof with own measures (ladder or lift) if site cannot be accessed then notify (property manager) for rooftop access.
8. Make note if specific items above are not applicable during the inspection process.
9. Emergency repairs may be required due to storm damage, if the assessment of a specific roof requires, (Offeree) reserves the right to expedite securing a contractor to abate the damage of subject site.

SECTION 3: PROPOSAL SUBMISSION REQUIREMENTS

- 3.1 General Conditions.** The RFP will be available on TGHA website www.tgha.net. All addenda and responses to written questions will be published on TGHA. It is the Offeror's responsibility to register on TGHA website and periodically check website for addenda changes and written question responses during the open period of this RFP.

All proposals must conform to requirements outlined herein. Offeree reserves the option to require or to request additional information from selected candidates. There may be subsequent instructions, if any, issued to the selected candidates.

The successful Offeror will be expected to execute a standard professional service contract with Offeree based on the proposal submitted and the requirements of this RFP and any future addenda thereto.

Any amendment or addenda may be issued prior to the opening of proposals for the purpose of changing or clarifying the intent of this RFP. All amendments or addenda shall be binding in the same way as if originally written in this RFP.

The Offeror shall identify any conflicts of interest which may arise if the Offeror serves as Scattered Site's counsel and shall describe how it proposes to avoid such conflicts. The contract will require the Offeror to notify Offeree immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. OFFEREE will reserve the right to make the Offeror aware of situations which may present a conflict of interest and require the Offeror to promptly remedy the situation to the satisfaction of OFFEREE.

Offerors shall be responsible for informing themselves with respect to all conditions, which might in any way affect the cost or performance of any of the work. Failure to do so shall be at the sole risk of the Offeror and no relief shall be given for errors or omissions by the Offeror.

An authorized representative of the Offeror must sign proposals.

This RFP does not represent a commitment or Offeror by OFFEREE to enter into contract or other agreement with proposer. The proposal and any information made a part of the proposal will become a part of OFFEREE's official files without any obligation on OFFEREE's part to return it to the individual proposer. This RFP and the selected firm's proposal will, by reference, become a part of any formal agreement between the firm and OFFEREE resulting from this solicitation.

OFFEREE reserves the right to waive any irregularities or formalities in any or all proposals. Failure to furnish all information requested may disqualify a proposer.

The Offeror shall not collude in any manner or engage in any practices with any other proposer(s), which may restrict or eliminate competition. Violations of this instruction will cause the proposal to be rejected. This prohibition is not intended to preclude joint ventures or subcontracts.

3.2 Tabbed Proposal Submittal. In submitting a response, the Offeror acknowledges that the Offeree shall not compensate the Offeror for any submission or contract negotiation costs, including without limitation costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Offeror selected have the necessary knowledge, skills and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with all applicable laws, regulations, procedures, criteria and requirements; to include all applicable Federal, State, and local laws and regulations. **Please be sure to submit proposals in the following order with the tab number clearly indicated.** Failure to follow this format or omission of information responsive to these requirements may, in GRDC's sole and absolute discretion, result in disqualification of the Offeror from the RFP process.

TAB #	Tabbed Proposal Submittal Description	
TAB No. 1	<p>Experience. Evidence of the Offeror’s ability to perform the work as indicated by past performance in terms of experience with similar projects, cost control, quality of work and compliance with performance schedules. Profiles of the principals’ and staff’s professional and technical competence/experience and availability. Include individual resumes for all key personnel and team members.</p>	30 Points
<p>This criterion considers the Experience of the individual(s) proposed Services. Offerors should, at a minimum, include an organization chart and individual resumes for all key personnel and team members. Please list their names, titles and role.</p>		
TAB No. 2	<p>Past Performance with Similar Projects. Past performance in terms of experience with similar projects, cost control, quality of Work and compliance with performance schedules.</p>	25 Points
<p>The submission must contain information demonstrating the professional competence and experience of the organization and the Offeror’s capability to coordinate and manage the expected work in the task described under the Scope of Services in Section 2. GRDC must be able to verify references under this Evaluation Criterion.</p>		
TAB No. 3	<p>Capacity. Capability to provide services on time and on budget demonstrating knowledge of Federal, State and local laws, rules and regulations, federal standards or other regulatory agencies’ criteria having jurisdiction over the project.</p>	25 Points

Offerors should describe their approach to providing roof assessments & repair services, project management or workplan.

Methodology: Offeror shall provide a description outlining the services to be performed. Such description should, at a minimum provide:

- Offerors understanding of the service to be provided;
- Communication plan;
- Proposed methods and equipment to be used;
- Address elements as personnel assigned;
- Assistance and materials to be furnished by GRDC;
- Project plan and any other pertinent information;
- Quality Control plan;

TAB No. 4	Pricing Proposal. List hourly billing rates Offeror charges for proposed staff, fixed rate fees for specified services and travel expenses will be reimbursed as negotiated and will not exceed the Federal GSA schedule for Greenville, SC.	20 Points
TAB No. 6	Forms. Submit the following Forms. These Forms are attached hereto as Attachment B to this RFP document. These forms shall constitute a part of the RFP and any contract.	
All work will be performed in accordance with professional standards, local codes, regulations, ordinances, and statutes. <ul style="list-style-type: none"><input type="checkbox"/> Acknowledgement of Addendum<input type="checkbox"/> Non- Conclusive Affidavit<input type="checkbox"/> Form W-9		
TAB No. 7	Insurance & Business License. Evidence that the Firm or Individual is currently licensed and registered in Greenville, South Carolina and maintains liability, property, workmen’s compensation, errors and omissions and automobile insurance.	
Please attach a copy of the firm’s and staff’s licenses and insurance certificates.		
(Note: This is a YES or NO criterion: If the answer is NO, the firm may be disqualified, not point-scored).		

SECTION 4- PROPOSAL EVALUATION

- 4.1 Evaluation Process.** Offeree’s selection committee will initially screen the proposals, rate according to evaluation factors, and at our discretion interview the most qualified firms. The award may be made without discussions if Offeree deems no purpose would be served. Offeree reserves the right to reject any or all proposals.

Formal communication such as requests for clarification and/or information concerning this solicitation shall be submitted in writing no later than 2:00pm, on November 22, 2024, EST.

- 4.2 Evaluation Factors.** The following factors will be utilized to evaluate each proposal submitted; the award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

EVALUATION CRITERIA	POINTS
Experience. Evidence of the staff’s ability to perform the work as indicated by experience with similar projects, agencies and clients. Profiles of the principals’ and staff’s technical background, professional competence and availability.	30 Points
Past Performance. Past performance of the contractor in terms of experience with similar services. Experience with Cost Control, quality of Work and compliance with performance schedules.	25 Points
Capacity. Capability to provide services on time and on budget demonstrating knowledge of local and state laws, federal standards. Quality of Workplan and Methodology, organization and responsiveness of proposal.	25 Points
Price Proposal. Price	20 Points
Evidence that the Firm or Individual meets insurance requirements.	Yes No
TOTAL POINTS	100 Points

SECTION 5- AWARD CRITERIA

5.1 Award. Following the evaluation of Proposals, GRDC will compose a list of highest-rated, responsible Offerors to determine the competitive range. Offeree shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible, and suitable based on initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews or oral presentations shall be permissible. Such Offerors shall be encouraged to elaborate on their proposals and performance data or staff expertise pertinent to the proposed services, as well as alternative concepts.

5.2

At the conclusion of the informal interviews (if any), on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, any firm deemed not to be in the competitive range shall be notified of such in writing by Offeree. Offeree shall negotiate with the top two firms. Offeree shall award the contract to the most qualified Offeror(s) whose proposals will be most advantageous to the Offeree and with whom Offeree is able to reach agreement. In negotiations regarding the terms of the contract, the Offeree has no legal authority to indemnify the Offeror. Firms submitting proposals agree that they will not ask the Offeree to indemnify them in any resulting contract.

Offeree may: (a) reject any and all proposal packages received; (b) waive any minor irregularities or technicalities in the proposal packages received; (c) make a single or multiple awards under this RFP; (d) amend this solicitation as permitted by applicable law; or (e) cancel this solicitation in its entirety or any portion thereof.

5.3 Contract Award Procedure. If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

5.3.1 By completing, executing, and submitting the Proposal, the “Offeror is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the Offeree including the contract clauses already attached. Accordingly, Offeree has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.”

5.3.2 Contract Conditions. The following provisions are considered mandatory conditions of any contract award made by Offeree pursuant to this RFP:

5.3.3 Contract Form. Offeree will not execute a contract on the Contractor's form—contracts will only be executed on Offeree form and by submitting a proposal the Contractor agrees to do so (please note that the Offeree reserves the right to amend this form as the Offeree deems necessary). However, the Offeree will during the RFP process (prior to the submittal deadline) consider any contract clauses that the Offeror wishes to include therein and submits in writing a request for Offeree to

do so; but the failure of Offeree to include such clauses does not give the Contractor the right to refuse to execute Offeree's contract form. It is the responsibility of each prospective Offeror to notify Offeree, in writing, prior to submitting a proposal of any contract clause that he/she is not willing to include in the final executed contract and abide by. Offeree will consider and respond to such written correspondence, and if the prospective contractor is not willing to abide by Offeree's response (decision), then that prospective contractor shall be deemed ineligible to submit a proposal.

5.3.3.1 Assignment of Personnel. Offeree shall retain the right to demand and receive a change in personnel assigned to the work if Offeree believes that such change is in the best interest of Offeree and the completion of the contracted work.

5.3.3.2 Unauthorized Sub-Contracting Prohibited. The Contractor shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with GRDC, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.

5.4 Contract Period. TGHA contemplates award of a fixed fee/hourly rate contract for One (1) year. The charges for services must be directly related to the hours of work performed. All services must be fully itemized as to the type of work performed and time expended. Payment terms will be negotiated between GRDC and the selected Offeror. All services will be assigned by the Chief Executive Officer or designee.

5.5 Contract Type. This RFP will result in a contract with payment terms to be negotiated between the Offeree and the selected Offeror. The contract shall commence on the date specified therein and will be base period of two years with three option years. Offeree will evaluate the proposals based on all five years. Ninety days before the end of the contract, the Offeree will notify the vendor whether we intend to exercise an option year.

5.6 Confidentiality

5.6.1 During the term of this contract, as well as thereafter, all information pertaining to the Offeree shall be kept confidential unless such information is open to the public under local, state, and/or federal law. The contractor shall not use any such information to the detriment of Offeree or its officers or employees at any time during or after the period of this contract.

5.6.2 Any inquiries from the media concerning the Offeree or matters for which Offeree engages shall be communicated immediately to the Chief Executive Officer (CEO). The contractor shall communicate with Offeree to develop an appropriate response, if one is warranted.

SECTION 6- SUPPLEMENTAL INSTRUCTIONS TO RESPONDENTS

Prospective Offerors desiring any explanation or interpretation of the solicitation must request it **by 2:00 PM on November 22, 2024 (Eastern Standard Time)**, at least Five business days before the RFP due date. This will allow issuance of any necessary amendment to the RFP. Written questions must be emailed to procurement@tgha.net.

Any information given to a prospective Offeror about this solicitation will be furnished to all other prospective Offerors as a written amendment to the solicitation. All communication for this RFP shall be in writing. Any verbal communication in regard to this RFP will be considered non-binding.

All responses to the RFP must be enclosed in a sealed envelope and labeled as follows:

RFP# 2024-03 ROOF ASSESSMENTS & REPAIR SERVICES

The RFP response must be addressed to:

Housing Authority of the City of Greenville, SC
Attention: **RFP # 2024-04 Roof Assessments & Repair Services**
Clark Ridge Commons
122 Edinburgh Court
Greenville, South Carolina 29607

All Proposals are **due by 2:00 PM, Eastern Standard Time, November 29, 2024**. Any proposal received after this deadline will not be considered.

Offers by telegram, telephone, facsimile, e-mail, and handwritten proposals will not be accepted by GRDC.

One (1) original and three (3) copies of the proposal must be submitted. The proposals must be submitted in a 3-ring binder and tabbed specific to evaluation criteria. The (1) original proposal must be marked "ORIGINAL" on the first page. An electronic version of the proposal on a thumb drive must be included in the submission packet.

GRDC reserves the right to reject any or all proposals with or without cause.

6.1 TIMETABLE

- | | |
|-----------------------------------|--------------------------|
| 1. RFP Available | October 30, 2024 |
| 2. Deadline for Written Questions | November 22, 2024 |
| 3. Submittal Due | November 29, 2024 |
| 4. Anticipated Contract Award | TBD |

6.2

Confidentiality of Proposals: There will be no public opening of proposal packages. All proposal packages and information concerning same shall remain confidential until all negotiations are completed, and the Notice of Award is issued. Offerors are hereby notified

that all proposal packages received by Offeree shall be included as part of the official contract file. Therefore, any part of the proposal package that is not considered confidential, privileged, or proprietary under any applicable Federal, State or local law may be available for public inspection upon completion of the procurement process. Notwithstanding the foregoing, the applicable provisions of Federal, State and local laws shall govern the confidentiality of proposal packages despite anything contrary to this provision stated in the Request for Proposals.

Ownership of all data, materials, and documentation originated and prepared for Offeree pursuant to the RFP shall belong exclusively to Offeree and be subject to public inspection in accordance with the South Carolina Freedom of Information Act.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the [South Carolina Freedom of Information Act](#); however, the Offeror must invoke the protections of § 30-4-10 of the Code of South Carolina, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

Therefore, any part of the proposal package which, in the opinion of counsel to Offeree, is not exempt from production under the South Carolina Freedom of Information Act shall be available for public inspection upon completion of the procurement process.

Should the proposal contain proprietary information, provide one (1) redacted hard copy of the proposal and attachments with proprietary portions removed or blacked out. The electronic file should also include a copy of the redacted copy labelled as such. The redacted copy should be clearly marked "Redacted Copy" on the front cover. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. GRDC shall not be responsible for the Offeror's failure to exclude proprietary information from this redacted copy.

SECTION 7- FORMS AND ATTACHMENTS

7.1 Submit the following Forms separate tab (**Attachment B**). These forms shall constitute a part of the RFP and any contract. All work will be performed in accordance with professional standards, local codes, regulations, ordinances, and statutes.

- Acknowledgement of Addenda
- Non-Collusive Affidavit
- W-9 Form

SECTION 8- SPECIAL CONDITIONS

- 8.1 Standards of Conduct.** The successful Offeror shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, integrity and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- 8.2 Insurance.** The successful Offeror shall provide GRDC with evidence of all appropriate and applicable insurance coverage carried by the firm, including policy coverage periods. Offerors shall furnish GRDC with certificates of insurance, showing that the following insurance is in force and will insure all operations under this RFP.

All policies must be in amounts acceptable to Offeree. Upon Notice of Award, Offeree must be named as an additional insured on all policies and the policy must provide that coverage cannot be canceled without notice to Offeree at least thirty (30) days before the effective date of such cancellation. Notwithstanding the foregoing, Offeree reserves the right, in its sole discretion, to raise, waive or reduce the limits of any insurance coverage, including deductibles, required under this Request for Proposals, or to otherwise modify insurance requirements as it deems appropriate.

- 8.2.1 Professional Liability Insurance** – The successful Offeror shall maintain a policy of professional liability insurance in the amount of at least \$2,000,000 per occurrence.
- 8.2.2 Workers' Compensation** in accordance with the State of South Carolina rules and Regulations.
- 8.3.4 General Liability Insurance** with a single limit for bodily injury of \$1,000,000 per occurrence and property damage limit of no less than \$1,000,000 per occurrence.
- 8.3.5 Automobile liability** on owned and non-owned motor vehicles used on the site(s) or in connection herewith for a combined single limit of bodily injury and property damage of not less than \$1,000,000 per occurrence.
- 8.3.6 City/State Business License.** If applicable, a copy of the Offeror's license(s) allowing that entity to provide such services within the City of Greenville and/or the state of South Carolina.

All insurance shall be carried with companies that are financially responsible and admitted to do business in the State of South Carolina. Offeror shall not permit the insurance policies required to lapse during the period for which the Agreement is in effect. All certificates of insurance shall provide that no coverage may be cancelled or non-renewed by the insurance company until at least thirty days prior written notice.

SECTION 9. RESERVATION OF RIGHTS

Offeree reserves the right to:

- 9.1 **Right to Reject, Waive or Terminate the RFP.** Reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by Offeree to be in its best interests.
- 9.2 **Right to Not Award.** Not to award a contract pursuant to this RFP.
- 9.3 **Right to Terminate.** Terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).
- 9.4 **Right to Determine Time and Location.** Determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 9.5 **Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Contracting Officer (CO) named herein.
- 9.6 **Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 9.7 **Right to Reject any Proposal.** Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 9.8 **No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 9.9 **Right to Prohibit – Right to Reject.** At any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein.

Attachment A

Site Location

CLARK RIDGE COMMONS

Address

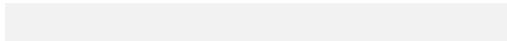
Known damage/area of concern

Building Type

Square Footage Total Buildings

Residential Layout Units Other

Notes



Attachment B

- Acknowledgement of Addendum
- Non Conclusive Affidavit
- Form W-9

NON-COLLUSIVE AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes and says:

THAT HE/SHE IS _____ (*a partner or officer of the firm of, etc.*) the party making the foregoing proposal or bid; that such proposal or bid is genuine and not collusive nor sham; that said bidder has not colluded, conspired, connived nor agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding; and has not in any manner, directly or indirectly, sought by agreement of collusion, or communication or convergence, with any person, to fix the bid price of affiant or of any other bidder; nor to fix any overhead, profit, or cost element of said bid price, nor of that of any other bidder; nor to secure any advantage against GRDC - 122 Edinburgh Court – Greenville, SC 29607, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signatures of:

BIDDER, if the Bidder is an individual: _____

PARTNER, if the Bidder is a partnership: _____

OFFICER, if the Bidder is a corporation: _____

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20____

(Notary Public)

My Commission expires: _____

Request for Taxpayer Identification Number and Certification

a **Go to www.irs.gov/FormW9 for instructions and the latest information.**

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

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

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* 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 for Part II, later.

Sign Here	Signature of U.S. person ^a	Date ^a
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

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*, later, 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;
- 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 Pub. 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. Sufficient 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 24% 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. Real estate 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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; **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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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-8 instead 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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 leave this 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)(i)

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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 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 TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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.

Note: See *What Name and Number To Give the Requester*, later, 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 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use 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 item 1, 4, or 5 below indicates 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.

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), ABLE accounts (under section 529A), 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:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 PIN 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 report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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 information.