LUMPKIN COUNTY BOARD OF COMMISSIONERS

REQUEST FOR PROPOSAL

ADA WEBSITE MITIGATION

PROJECT NUMBER 2015-011

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

FRIDAY, SEPTEMBER 11, 2015, AT 3:00 P.M, EST

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

LUMPKIN COUNTY BOARD OF COMMISSIONERS
ATTENTION: PATTI JO HOLDER, PURCHASING AGENT
99 COURTHOUSE HILL, SUITE D
DAHLONEGA, GA 30533

To submit a proposal, please complete the requested information and return to the Lumpkin County Purchasing Department no later than, 3:00 PM, EST on Friday, September 11, 2015. All questions should be directed to Patti Jo Holder, Purchasing Agent at pattijo.holder@lumpkincounty.gov

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Request for Proposals

The Lumpkin County Board of Commissioners is soliciting consulting services from qualified firms or individuals, who are knowledgeable about accessible website development, Title II of the ADA, and WCAG 2.0 of the Americans with Disabilities Act (ADA) to advise Lumpkin County on the Settlement Agreement with the United States of America under the Americans with Disabilities Act DJ#204-19-227. The selected firm will act independently and will assist Lumpkin County in meeting the requirements of Section G of the settlement agreement.

Proposals will be received by the Lumpkin County Board of Commissioners, Purchasing Department, 99 Courthouse Hill, Suite D; Dahlonega, Georgia 30533 until 3:00 pm EST on Friday, September 11, 2015. Proposals shall be submitted in sealed envelopes either in person, by mail, or courier to the Lumpkin County Purchasing Agent. Late proposals will not be considered nor returned. Proposals will be formally accepted and acknowledged at the County Administration Building by staff personnel.

The proposal documents and specifications are available for inspection at the Lumpkin County Purchasing Department, 99 Courthouse Hill, Suite D; Dahlonega, Georgia; phone 706-482-2655 and on the County website, www.lumpkincounty.gov .

Proposals may not be withdrawn for ninety (90) days after the time and date set for closing, except as allowed by OCGA. Lumpkin County reserves the right to reject any and all proposals, to waive any technicalities, to waive any informality, to reject portions of the proposal, and to award contracts in a manner consistent with the interest of Lumpkin County and the laws of the State of Georgia.

PROPOSAL DOCUMENTS ARE AVAILABLE AT THE LUMPKIN COUNTY, GEORGIA WEBSITE, www.lumpkincounty.gov

1.0 INTRODUCTION

1.1 Purpose of Procurement

The Lumpkin County Board of Commissioners is soliciting consulting services from qualified firms or individuals, who are knowledgeable about accessible website development, Title II of the ADA, and WCAG 2.0 of the Americans with Disabilities Act (ADA) to advise Lumpkin County on the Settlement Agreement with the United States of America under the Americans with Disabilities Act DJ#204-19-227. The selected firm will act independently and will assist Lumpkin County in meeting the requirements of Section G of the settlement agreement.

1.2 Proposal Certification

Pursuant to the provisions of the Official Code of Georgia Annotated 50-5-67(a), Lumpkin County certifies that the use of competitive sealed proposals will not be practical or advantageous to the County in completing the acquisition described in this document.

The owner shall have the right to waive any informality, irregularity, or insufficiency in the proposal procedure and in any proposal or proposals received, and to accept the proposal which, in the Owner's sole judgment, is in the Owner's own best interest. The Owner shall have the right to accept any proposal.

1.3 Schedule of Events

The Request for Proposals shall be governed by the following schedule:

DATE	ACTIVITY
August 12, 2015	Release of RFP
August 31, 2015, 12:00 pm EST	Deadline for written questions to Purchasing Agent
September 4, 2015, 5:00 pm EST	Answers to written questions posted to website www.lumpkincounty.gov/dept/purchasing
September 11, 2015, 3:00 pm EST	Proposals Due

1.4 Restrictions on Communications

From the issue date of this RFP until a vendor is selected and the award is announced, contractors are not allowed to communicate for any reason with any County staff or elected officials except: 1) through the Purchasing Agent named herein, 2) at the Pre-Proposal Meeting (if applicable to project), or 3) as provided by existing work agreement(s). The County reserves the right to reject the submittal of any vendor violating this provision.

1.5 Pre-Proposal Conference

No pre-proposal conference is required for this RFP.

1.6 Questions & Addenda

All questions concerning this RFP **must be submitted in writing** (email is preferred but fax and mail may also be used) to the Purchasing Agent no later than 12:00 pm, EST, August 31, 2015:

Patti Jo Holder, Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
pattijo.holder@lumpkincounty.gov
Fax: 706-482-2201

No response to inquiries, other than written, will be binding upon the County. Lumpkin County reserves the right to issue written addenda to any inquiries that alter the scope of the RFP. Addenda shall be posted to the county website, www.lumpkincounty.gov, no later than September 4, 2015 at 5:00 pm. A signed copy of any addenda shall accompany submitted proposals. Contractors are advised to check the website for addenda before submitting their proposals.

1.7 Contract Term

The contract between the County and the contractor shall become effective upon signing and shall remain in force until completion of the project, or until notice of termination, in writing, is given by the other party as provided herein. Lumpkin County reserves the right to terminate contract at any time if successful contractor fails to meet requirements stated in this proposal.

1.8 Bonds

Proposal Bonds	Not Required
Payment Bonds	Not Required
Performance Bonds	Not Required

Information regarding bonds to be furnished (if required) is stated in the 6.0 Terms and Conditions section of this proposal document, 6.28 "Proposal Bonds, Performance and Payment Bonds."

1.9 Exception to RFP

Each contractor shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the vendor's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the proposal. All exceptions taken **must** be identified and explained in writing in your RFP and must specifically reference the relevant section(s) of this RFP. If the vendor provides an alternate solution when taking an exception to the requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the vendor's solution must be explained in detail.

The County welcomes innovative suggestions and recommendations from vendors that will ensure a 100% successful service approach.

2.0 SCOPE OF WORK

A. WEB-BASED SERVICES AND PROGRAMS

Within one (1) month of the effective date of this Agreement, Lumpkin County will:

a. Designate an employee as the web accessibility coordinator for Lumpkin County, who will be responsible for coordinating Lumpkin County's compliance with the requirements of Section G of this Agreement. The web accessibility coordinator shall have experience with the requirements of title II of the ADA, the Web Content Accessibility Guidelines (WCAG) version 2.0, and website accessibility generally; and

b. Retain an independent consultant, approved by the United States, who is knowledgeable about accessible website development, title II of the ADA, and WCAG 2.0 to evaluate Lumpkin County's website and any proposed online services for compliance with the ADA and, at minimum, WCAG 2.0 Level A and Level AA Success Criteria and other Conformance Requirements (WCAG 2.0 AA), and who shall be responsible for the annual website accessibility evaluation. Lumpkin County will bear all costs and expenses of retaining and utilizing this independent consultant, including the costs and expenses of any staff. Lumpkin County will compensate this independent consultant without regard to the outcome.

Within two (2) months of the effective date of this Agreement, and annually thereafter, Lumpkin County will:

a. Adopt, implement, and post online a policy that its web pages will comply with WCAG 2.0 AA, published by the World Wide Web Consortium (W3C), Web Accessibility Initiative (WAI), available at www.w3.org/TR/WCAG;

b. Distribute the policy to all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites, or provide website content, technical support, or customer service;

c. Provide training to website content personnel on how to conform all web content and services with, at minimum, WCAG 2.0 AA, title II of the ADA, and the terms of this Agreement;

d. Incorporate provisions ensuring that all of Lumpkin County's webpages comply with WCAG 2.0 AA into the performance evaluations of the web accessibility coordinator and all employees and contractors who design, develop, maintain, or otherwise have responsibility for its websites or provide website content, technical support, or customer service;

e. Assess all existing web content and online services for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests of its website and all online services, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers;

f. Provide a notice, prominently and directly linked from its homepage, instructing visitors to its websites on how to request accessible information. The link shall provide several methods to request accessible information, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website; and

g. Continue to provide a notice, prominently and directly linked from its homepage, soliciting feedback from visitors to its websites on how to improve website accessibility. The link shall provide several methods to provide feedback, including an accessible form to submit feedback, an email address, and a toll-free phone number (with TTY) to contact personnel knowledgeable about the accessibility of the website.

Within three (3) months of the effective date of this Agreement, Lumpkin County will:

a. Ensure that its websites and all online services, including those websites or online services provided by third parties upon which Lumpkin County relies to provide services or content, comply with, at minimum, WCAG 2.0 AA; and

b. Assess all proposed online services before they are made available to the public for conformance with, at minimum, WCAG 2.0 AA, by: (1) performing automated accessibility tests, using an automated tool approved by the United States, to identify any accessibility barriers; and (2) enlisting individuals with different disabilities, including at a minimum individuals who are blind, deaf, and have physical disabilities (such as those limiting the ability to use a mouse), to test its pages for ease of use and accessibility barriers.

NOTE: Lumpkin County has received a time extension from the Department of Justice. Specific parameters will be shared with the successful proposer.

3.0 MANDATORY REQUIREMENTS

3.1 Proposal Requirements

a. **Overview:** The proposer shall provide detailed information so as to demonstrate their understanding of
the services requested.

b. Documents: Lumpkin County, Georgia is not interested in elaborate brochures. All documents will be typewritten on standard 8 ½" x 11" white paper and bound in three-ring binders in two volumes (Volume 1-Technical Proposal and Volume II Fee Proposal) Exceptions would be schematics, exhibits, photographs, or other information necessary to facilitate the County's ability to accurately evaluate the proposal.

c. Submission: The Proposer shall package and seal its proposals so that they will not be damaged in mailing. Volumes I and II are to be packaged and sealed separately. Proposers are reminded that under Georgia law, all opened documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the ***Instructions to Proposers*** Section.

4.0 QUALIFICATIONS INFORMATION

The Proposer is to provide adequate information that will render it qualified and capable of cost effectively accomplishing the program services. The County's assigned Evaluation Team will grade and rank each proposal. Since there is no assurance of the Proposer having any other opportunity to communicate its ability, the proposals must negate any ambiguity with respect to the Proposer's ability and approach.

4.1 Proposers Qualifications: A qualified firm shall have at least ten (10) ten years of experience providing similar services. Proposers must provide their firms' number of continuous year in operation. All things being equal, partnerships, subsidiaries, mergers, and similar corporate

arrangements, which collectively can satisfy the ten (10) year experience requirement, will be considered.

Moreover, a firm with less than ten (10) years' experience but with a division who independently can satisfy the ten (10) year experience requirement will also be considered. It is incumbent on the Proposer to clearly explain the relationship between these different entities and the Corporation.

4.2 Management Philosophy: This part will contain the Proposer's management philosophy in relation to personnel, operations, cost control, and responsiveness to County concerns.

4.3 Implementation Plan: This part will contain the Proposer's detailed implementation plan consisting of specific personnel requirements, schedule, and organization chart to include management structure.

4.4 Company Experience: This part will contain the Proposer's particular experience history with other clients providing contact name, address, phone number, fax number, e-mail address, scope of services, and other relevant data as outline in the Proposer's Qualification section.

4.4.1 Provide, in this section, a list of projects where the Proposer has been terminated, or replaced, on similar projects.

4.5 Subcontractors: The Proposer shall provide a list of subcontractors, by name and address, who they intend to use during the life of the contract. If names are not available, then the Proposer must list the services to be subcontracted.

5.0 EVALUATION AND PROPOSAL SUBMISSION

It is the County's intent to evaluate the proposals based on technical merit. It is the intent of the County to choose the Proposer whose proposal provides the highest value to the County. The County reserves the right to waive any irregularities, reject and/or all proposals, in whole or in part, when, in the County's opinion, such rejection is in the best interests of the County.

5.1 Evaluation Process

5.1.1 Administrative Review

The proposals will be reviewed by the Purchasing Agent for the following administrative requirements**:**

a. Submitted by deadline
b. Separately sealed Qualifications Proposal and Financial Proposal
c. All required documents have been submitted
d. Qualifications Proposal does not include any financial information
e. All documents requiring an original signature have been signed and are included

5.1.2 Mandatory Requirements Review

Proposals which pass the administrative review will be reviewed to ensure all Mandatory Requirements identified in Section 4.0 are addressed satisfactorily.

5.1.3 Qualifications Proposal Evaluation

The County will designate an Evaluation Team that will review all proposals and make their recommendations to the Board. The Team's evaluation will be subjective; however, weighting values have been established to minimize the subjectivity. The following values are assigned to each section.

SECTION	WEIGHT
Technical Approach	45%
Company/Personnel Experience	53%
Local Preference	2%
Total:	100%

NOTE: While the evaluation team members will review the proposal in its entirety and may consider anything that they find relevant, particular emphasis is placed on the following:

Company Experience-Detailed information relative to proposer's general qualifications as well as qualifications specific to this project.

Technical Approach-Provision of adequate, specific information regarding the proposer's technical approach to this project. Such information shall include, but not be limited to:

- Specific technical approach information
- Schedule-The schedule on this project is of importance to the County and will be a consideration.
- Proposed sub-contractors.

Personnel Experience-General as well as project specific qualifications and experience of those individuals who will be assigned to this project.

5.1.4 Financial Proposal Evaluation

The Financial Proposals from proposers not eliminated during the qualification proposal evaluation will then be reviewed to determine which proposal results are most beneficial to the County.

5.1.5 Oral Presentations

The County reserves the right to invite Proposers to present their qualifications.

5.1.6 Selection of Proposal

Once RFPs have passed the review/evaluations process, results will be distributed to a Committee for further review. A short list of the top 2-3 vendors will be created and those companies may be interviewed by the Committee. If interviews are necessary, when they are completed, a decision will be made, and then a recommendation will be forwarded to the Board of Commissioners for a contract.

5.1.7 Rejections of Proposal/Cancellation of RFP

Lumpkin County reserves the right to reject any and all submissions, to waive any irregularity or informality in submission, and to accept or reject any item or combination of items, when to do so would be in the best interest of the County. The County reserves the right to cancel this RFP at any time. The County will not be liable for any cost/losses incurred by the contract(s) throughout this process.

5.2 Process for Submitting Proposal

5.2.1 Preparation of Proposal

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the vendor should reference these materials in the technical proposal, identifying the documents and citing the appropriate section and page(s) to be reviewed.

5.2.2 Packaging of Proposal

The required completed proposal documents shall be submitted in sealed envelope(s) marked as follows: **RFP # 2015-011 ADA WEBSITE MITIGATION, with the vendor's business name being clearly visible.**

Inside the shipping container, the proposal in response to this RFP must be divided into two separate and appropriately labeled and sealed packages: **Qualifications Proposal** and **Financial Proposal.** Each package should be clearly labeled with the submitting firm's name and in **separate packaging.**

1) The contents of the sealed, inner package labeled **"Qualifications Proposal"** will include an **original** and **six (6)** copies of each of the following:

   a. Transmittal letter as referenced under Section 3.1 of this RFP.
   b. Completed Proposal that addresses all elements of the Scope of Work as referenced in Section 2 of this RFP.
   c. All qualifications information referenced under Section 4 of this RFP.

DO NOT INCLUDE PRICE INFORMATION OF ANY KIND IN THE QUALIFICATIONS PROPOSAL

2) The contents of the sealed, inner package labeled **"Financial Proposal"** will include the **original** documents of the Vendor's Checklist and Proposal Submittal Packet.

DO NOT INCLUDE QUALIFICATIONS INFORMATION OF ANY KIND IN THE FINANCIAL PROPOSAL

Proposals must be received no later than 3:00 pm EST, on September 11, 2015. Proposals must be delivered, mailed or shipped to:

Patti Jo Holder, Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill, Suite D
Dahlonega, Georgia 30533

Proposal submitted by fax or email will **NOT** be accepted.

Bidders are advised to allow adequate time for shipping. Many express mail and delivery services do not guarantee overnight delivery by noon to Lumpkin County. Any proposal received after 3:00 pm on September 11, 2015, will not be opened. Late proposals will be rejected in their entirety.

6.0 TERMS AND CONDITIONS

6.1 RFP Amendments

The County reserves the right to amend the RFP prior to the proposal due date. All addenda and additional information will be posted to the County's website, www.lumpkincounty.gov, prior to 5:00 pm, EST on September 4, 2015. **It is the vendor's responsibility to check the website for addenda before submitting a proposal. All signed addenda shall be included with the proposal.**

6.2 Agreement and Project Forms

The agreement form shall be the Owner's agreement form. The Owner's payment, waiver of lien, and change order form(s) shall be used.

6.3 RFP Withdrawal

A submitted RFP may be withdrawn prior to the due date by a signed written request to the Purchasing Agent.

6.4 Costs for Preparing RFP

The cost for developing the RFP is the sole responsibility of the contractor. The County will not provide reimbursement for such cost.

6.5 Conflict of Interest

If a vendor has any existing client relationship that involves Lumpkin County, the vendor must disclose each relationship.

6.6 Contractor Selection

Lumpkin County reserves the exclusive right to determine which vendor should be awarded the contract. The County also reserves the right to reject any and all RFPs at its discretion, with or without cause.

6.7 Negotiations and Apparent Winner

Prior to award, the apparent winning proposer will be required to enter into discussions with the County to resolve any contractual differences. These discussions are to be finalized within two (2) weeks of notification unless extending the time period is advantageous to the County. Failure to resolve differences will lead to rejection of the contractor's RFP.

The County reserves the right to negotiate modifications and costs with the successful vendor, provided that no such modifications affect the specifications set forth herein.

The contractor shall commence work only after the transmittal of a fully executed contract and a Notice to Proceed document is received from the County.

6.8 Taxes

Lumpkin County is exempt from sales taxes; however, the contractor shall pay all taxes required as stated by law. Lumpkin County cannot exempt others from tax.

6.9 Compliance with Laws

The contractor will comply with all State and Federal laws, rules, and regulations.

6.10 Non-Collusive Bidding

Contractor shall not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. Contractor shall not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatsoever, not shall Contractor cause or induce another to withdraw a bid or proposal for the work. § 36-91-21. If the contractor is a partnership, all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract shall also make the oath. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall make the oath. If such oath is false, the contract shall be void, and all sums paid by the governmental entity on the contract may be recovered by appropriate action.

6.11 Cancellation

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice, the failure has not been corrected, the injured party may cancel the contract effective thirty (30) days after notice of cancellation.

Lumpkin County reserves the right to terminate the contract immediately in the event that the contractor discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies or bonds.

Failure of the successful vendor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained in the contract between the County and the successful contractor, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the successful vendor.

If the termination clause is used by the County, the successful contractor will be paid by the County for all scheduled work completed satisfactorily by the successful contractor up to the termination date set forth in the written termination notice.

6.12 Conditions of Materials

It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition.

6.13 Rejection of Submissions/Cancellation of Request for Proposal

Lumpkin County reserves the right to reject any or all RFPs, to waive any irregularity or informality in an RFP, and to accept or reject any item or combination of items, when to do so would be to the advantage of Lumpkin County. It is also within the rights of Lumpkin County to reject RFPs that do not contain all elements and information requested in this document. Lumpkin County reserves the right to cancel this request for proposal at any time. Lumpkin County will not be liable for any cost/losses incurred by the contractors throughout this process.

6.14 Non-discrimination

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

6.15 Payment

Payment terms and invoicing requirements shall be negotiated and defined by the final contract. Lumpkin County typically pays invoices on a net 30 basis. Invoices for construction related projects are paid on a draw method as negotiated and with a retainage of 5-10% held until all punch list items are completed.

6.16 Insurance

The contractor shall be responsible for his/her work and every part thereof and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this project.

The contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.

The contractor shall, during the continuance of all work under the contract, provide the following:

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount not less than $1,000,000.00 to protect the contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.
2. The vendor agrees to maintain Comprehensive General Liability Insurance in an amount of not less than $1,000,000.00 per occurrence to protect the contractor, it's sub-contractors, and the interest of the County against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work. The General Liability Insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards where required.
3. The contractor agrees to maintain Automobile Liability Insurance in an amount of not less than $500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

4. The contractor further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this proposal.

5. The contractor shall notify the County in writing sixty (60) days prior to change in insurance or cancellation date. The failure of the contractor to deliver a new certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
6. Insurance coverage required in these specifications shall be in force throughout the contract term. Should the contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the contract term, the owner shall have the absolute right to terminate the contract without any further obligation to the contractor. Furthermore, the contractor shall be responsible for the cost of procuring the uncompleted portion of the contract at the time of termination.
7. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.
8. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.
9. If the contractor does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The contractor shall be responsible for the costs of any and all alternate insurance coverage so obtained.

6.17 Project Coordination

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

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

6.18 Accuracy of Work

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

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

6.19 Ownership

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

6.20 News Release by Contractor

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

6.21 Severability

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

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

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

6.22 Drug Free Workplace

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

1. A drug free workplace will be provided for the contractor's employees during performance of the contract; and
2. Each contractor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification: as part of the subcontracting agreement, the Sub-Contractor certifies to the contractor that a drug free workplace will be provided for the sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.
3. The contractor further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

6.23 Assignment of Contractual Rights

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

6.24 Indemnity

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

6.25 Appropriation of Funds

The initial contract and any continuation contract(s) shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligation under said contract(s).

6.26 Documents Deemed Part of Contract

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

6.27 Open Records

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

6.28 Proposal Bonds, Performance Bonds, and Payment Bonds (if required)

A five percent (5%) proposal bond, a one hundred percent (100 %) performance bond and/or a one hundred percent (100%) payment bond shall be furnished to Lumpkin County if stated as a requirement in paragraph 1.8 in the "Introduction" section of this proposal. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of Treasury's publication companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies and have an A.M. Best rating.

6.29 Georgia Security and Immigration Compliance Act

Vendors submitting a response to this Request for Proposal **must** provide the following information in the package to indicate compliance with the Georgia Security and Immigration Compliance Act. The

form is provided for completion.

VENDOR'S CHECKLIST AND PROPOSAL SUBMITTAL PACKET

Company Name: _____

Please indicate you have completed the following documentation and submit them in the following order:

☐ Information

☐ Execution of Proposal

☐ Price Proposal

☐ Affidavit of Non-Collusion

☐ Drug-Free Workplace

☐Addenda Acknowledgement

☐Georgia's Security and Immigration Compliance Act Affidavit

☐Completed W9

☐Proof of Insurance Certification

☐Copy of Valid Business License (if in Lumpkin County)

☐Copy of Any Certifications Requested within RFP (if applicable)

_____ _____

Authorized Signature Title

_____ _____

Print Name Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

VENDOR'S INFORMATION FORM

1. Legal Business Name_____

2. Street Address _____

3. City, State & Zip_____

4. Type of Business: State of Registration: _____
   (Association, Corporation, Partnership, Limited Liability Company, etc.)

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone Fax_____

8. E-mail _____

9. Company Website_____

10. Has your company ever been debarred from doing business with any federal, state or local agency?

    Yes _____ No _____

If yes, please state the agency name, dates and reason for debarment.

_____

_____

_____

ATTACH COPY OF BUSINESS LICENSE AND A COMPLETED W-9 FORM
THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

VENDOR'S EXECUTION OF PROPOSAL FORM

DATE: _____

The potential Contractor certifies the following by placing an "X" in all blank spaces:

___ That this bid was signed by an authorized representative of the firm.

___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

___ That all labor costs associated with this project have been determined, including all direct and indirect costs.

___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

_____
Business Name

_____
Authorized Signature Date

_____
Typed Name & Title

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

VENDOR'S PRICE PROPOSAL

I have read and understand the requirements of this **RFP #2015-011 ADA WEBSITE MITIGATION**, and agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

All Inclusive Hourly Rate $_____

I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign the Financial Proposal.

_____	_____
Company Name	Date
_____	_____
Printed Name	Authorized Signature

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

VENDOR'S AFFIDAVIT OF NON-COLLUSION

I,_____ , certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that I did not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. I did not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatever. I did not, nor will I, cause or induce another to withdraw a bid or proposal for the work.

I have not directly or indirectly violated subsection (d) of O.C.G.A § 36-91-21, nor has any officer, representative, agent or other person acting on behalf of my company.

If this oath is false, the contract shall be void, and all sums paid by Lumpkin County on the contract may be recovered by appropriate action.

COMPANY NAME: _____

_____

Authorized Representative (Signature) Date

_____

Authorized Representative/Title

_____

(Print or Type)

This affidavit is given this _____ day of _____, 2015.

Sworn to and subscribed before me this _____ day of _____, 2015.

_____ _____

Notary Public Commission Expires

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

DRUG FREE WORKPLACE FORM

I hereby certify that I am a principle and duly authorized representative of: _____

_____

whose address is: _____

And it is also that:

1. The provisions of Section § 50.24.1 through § 50.24.6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act" have been complied with in full; and,

2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,

3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

   _____
   Name of Sub Contractor

   certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

_____

Signature Date

ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

_____ _____

Authorized Representative (Signature) Date

_____

Authorized Representative/Title
(Print or Type)

<u>Vendors must acknowledge any issued addenda. Bids which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.</u>

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

Georgia Security & Immigration Compliance (GSIC) Act Affidavit

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

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is https://e-verify.uscis.gov/enroll/

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm, or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Patti Jo Holder
Lumpkin County Purchasing Agent
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
Fax: (706) 482-2201
mail: pattijo.holder@lumpkincounty.gov

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

LUMPKIN COUNTY BOARD OF COMMISSIONERS
SAVE Affidavit
(Systematic Alien Verification for Entitlements)
Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e) (2)], I am stating the following:

_____ I am a United States citizen; or

_____ I am a legal permanent resident of the United States*; or

_____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

*****Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is:

At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.

****

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia and face criminal penalties as allowed by such criminal statute.

_____

Applying on behalf/Name of associated business

_____

Signature of Applicant Date

_____

Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE _____ DAY OF _____ 20___

_____ [NOTARY SEAL]

Notary Public
My Commission Expires: _____

***NOTE:** O.C.G.A. 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provides their alien registration number. Because legal permanent residents are included in the Federal definition of "alien," legal permanent residents must also provide their alien registration number. **[Page 1 of 2]**

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

SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2
[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

INDICATE AND ATTACH A COPY OF THE DOCUMENT (front and back)

☐ United States passport or passport card
☐ United States military identification card
☐ Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
☐ Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
☐ Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
☐ Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
☐ Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Marianas Islands, the United States Virgin Island, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth gender, height, eye color, and address to enable the identification of the bearer.
☐ Passport issued by a foreign government
☐ Free and Secure Trade (FAST) card
☐ NEXUS card
☐ United States Permanent Resident Card or Alien Registration Receipt Card
☐ Employment Authorization Document that contains a photograph of the bearer.
☐ Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
☐ Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

[Page 2 of 2]

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

E-Verify Affidavit

Georgia Security & Immigration Compliance (GSIC) Act

(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

The Lumpkin County Board of Commissioners and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with the Lumpkin County Board of Commissioners has registered with and is participating the federal work authorization program known as "E- Verify", web address* https://e-verify.uscis.gov/enroll/ operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], *in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91*. The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Lumpkin County Board of Commissioners of the hiring a new subcontractor and will provide Lumpkin County Board of Commissioners with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by Lumpkin County Board of Commissioners at any time and to provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the subcontractor(s) is retained to perform such services.

_____

E-Verify Employment Eligibility Verification User Identification Number

_____

Date of Authorization to Use Federal Work Authorization Program

_____

NAME OF CONTRACTOR

_____

Title of Authorized Officer or Agent of Contractor

_____

Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____DAY OF_____, 20_____

_____

Notary Public

My Commission Expires: _____

** As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. Sec. §13-10-91. Hist**ory:** Original Rule entitled "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.*

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

E-Verify Affidavit

Georgia Security & Immigration Compliance (GSIC) Act

(SUB-CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

The Lumpkin County Board of Commissioners and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with the Lumpkin County Board of Commissioners has registered with and is participating the federal work authorization program known as "E- Verify", web address* https://e-verify.uscis.gov/enroll/ operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], *in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91*. The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Lumpkin County Board of Commissioners of the hiring a new subcontractor and will provide Lumpkin County Board of Commissioners with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by Lumpkin County Board of Commissioners at any time and to provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the subcontractor(s) is retained to perform such services.

_____

E-Verify Employment Eligibility Verification User Identification Number

_____

Date of Authorization to Use Federal Work Authorization Program

_____

NAME OF SUB-CONTRACTOR

_____

Title of Authorized Officer or Agent of Sub-Contractor

_____

Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____DAY OF_____, 20_____

_____

Notary Public

My Commission Expires: _____

** As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. Sec. §13-10-91. Hist**ory:** Original Rule entitled "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.*

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

Private Employer Exemption Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90.

_____
Signature of Exempt Private Employer

_____
Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on

_____, 201_____ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____DAY OF _____, 201_

__.

_____
NOTARY PUBLIC

My Commission Expires: _____

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

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▸ **Date** ▸

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

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 Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. 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 Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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 items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. 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:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. 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] 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* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the 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 contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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