



City of Saginaw

Community Services Department
333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community Services

Date: City Council Meeting – October 15, 2019

PRESENTER:

Keith C. Rinehart, Director of Community Services

ITEM:

Consideration and Action regarding Recommendation for Award of Bid for Highway Right-of-Way Mowing

DISCUSSION:

In 2015, the City of Saginaw went out for bid for Highway Right-of-Way Mowing. The contract and extensions have expired. During September 2019, the City of Saginaw went out for bid again. On October 1st, we opened bids and had one (1) company who submitted a bid. Greener Pastures Landscaping (A Yellowstone Landscape Co.) submitted a bid of \$785 per mowing cycle. This price is a \$75 increase per mowing cycle increase from what we pay with our current ROW mowing contract. We talked with the Public Works Department who has had previous working experience with Greener Pastures and they confirmed a reputable and quality company.

FISCAL IMPACT:

The financial impact will be \$785 per mowing cycle (a \$75 increase per cycle).

RECOMMENDATION

Staff is recommending the approval of the Right of Way Mowing Contract with Greener Pastures Landscaping (A Yellowstone Landscape Co.) who submitted a bid of \$785 per mowing cycle.

ATTACHMENTS:

- Greener Pastures bid document

If you have any questions, please feel free to contact me at 817-230-0351.

Thank you,

Keith C. Rinehart

*Director of Community Services
City of Saginaw*

**Bid Documents, Contract Documents
And Specification for**

Highway Right-of-Way Mowing



City of Saginaw

October 2019

INVITATION TO BID

The City of Saginaw (herein called the "Owner), invites bids for furnishing and supplying all supervision, materials and equipment for the mowing of highway right-of-way along Saginaw Boulevard (Bus. 287) and Blue Mound Road (Hwy. 156) within the City of Saginaw, as described in the specifications and general conditions attached. Sealed bids will be received by the Owner at the Saginaw City Hall, 333 W. McLeroy, Saginaw, Texas, until 2:00 p.m., October 1, 2019 and publicly opened and read aloud. The envelope must be sealed and addressed as follows:

City Secretary
City of Saginaw
333 W. McLeroy
Saginaw, TX 76179

Highway Right-of-Way Mowing Bid
Do not open until 2:00 p.m., October 1, 2019

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions, hereof and may waive any informality or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after bid opening.

The City of Saginaw reserves the right to reject any and all bids and act in the best interest of the City of Saginaw.

Any questions concerning the bidding process and specifications should be directed to Keith Rinehart, Director of Community Services. 817-230-0350.

1. RECEIPT AND OPENING OF BIDS

It will be the bidder's responsibility to allow sufficient time to insure delivery by the date and time specified. Bids received after 2:00 p.m., October 1, 2019 will be considered ineligible and returned unopened. It shall be the responsibility of each vendor to ensure his/her bid is turned in to the City of Saginaw on or before the above-specified official time. The clock located at the cash register in the Saginaw City Hall lobby shall determine the "official time".

2. PREPARATION OF BID

Each bid must be submitted in a sealed envelope bearing the name and address of the bidder and the name of project for which the bid is submitted.

3. CONDITIONS OF WORK

At the time of the bid opening, it is understood and agreed that the Contractor has, by careful examination, satisfied him/herself as to the nature and location of the work and has fully informed himself of the general and local conditions relating to the work and any and all other matters that can in any way effect the work under this contract. Contractor has read and is thoroughly familiar with the specifications and contract documents (including any addenda). Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall effect or modify any of the terms or obligations herein contained.

4. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract

throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

5. METHOD OF AWARD

This contract shall be awarded for the best bid, on a per cycle basis, submitted by a responsible bidder meeting the requirements of the City of Saginaw. In submitting a bid, Bidders verify their bid will be valid for sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the bidder.

**Right-of-Way Contract Mowing
Bid Form**

The undersigned, having examined and fully read the bid documents, specifications, general terms and conditions and being familiar with all site conditions hereby proposes to furnish all labor, materials, services and equipment necessary to perform the work for the Highway Right-of-Way Contract Mowing.

Base Bid for One (1) Mowing Cycle: SEVEN HUNDRED EIGHTY FIVE AND NO
CENTS Dollars (\$ 785.00)

The undersigned agrees, if awarded the contract, to commence work within ten (10) days of the date of Notice to Proceed and to adhere from that time forward with the terms, conditions and specifications in accordance with the contract documents.

The Undersigned, in submitting this bid, represents:

- a) Bidder has read and fully understands the Special Conditions, Specifications and the General Terms and Conditions and is fully informed respecting the pertinent circumstances, preparation and contents of the attached bid; this bid is in strict accordance with the conditions and specifications set forth and proposes to furnish all equipment/service at the prices quoted herein, after notice of contract award. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after bids are opened.
- b) Bidder is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- c) Neither said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted.

Company Name: GREENER PASTURES LANDSCAPE, a YELLOWSTONE LANDSCAPE CO.

Signature: [Handwritten Signature]

Title: BUSINESS DEVELOPMENT MANAGER

BIDDERS STATEMENT OF QUALIFICATIONS

Firm Name: GREENER PASTURES LANDSCAPE, a YELLOWSTONE LANDSCAPE Co.
Date Organized: 1994

Address: 1839 RYAN RD

City: DALLAS

State: TX Zip: 75220

Telephone Number: 214-634-0806

Fax Number: _____

Number of years in business under present name: 3 yrs

Former name(s) of organization: GREENER PASTURES LANDSCAPE, LLC

Title, Name of all principals in the firm:

1. TIM PORTLAND, CEO
2. JIM HERTH, VP SALES
3. BRIAN LEMMERMAN, REGIONAL VP

Number of full time employees: 2500

IRS Number: 47-1533243

Please attach the following to this Statement of Qualifications:

1. List of similar contracts currently being performed (include contact name, address, phone number)
2. List of at least four references with contact name, address and phone number

I hereby certify as BUSINESS Development Manager of GREENER PASTURES LANDSCAPE, a YELLOWSTONE LANDSCAPE Co.
(Title) (Firm Name)

that all information provided above and attached herewith is true and correct.

Signature: Bruce M. Donna

Printed: BRUCE M. DONNA

Date: 9/27/19

SPECIFICATIONS

A mowing cycle shall include the mowing and trimming of all grass and weeds to a height of 2" within each area shown on the attached map and generally described as follows:

The east side of Saginaw Boulevard (Bus. 287) beginning just north of the intersection with Longhorn Road to 200 feet north of E. Southern Ave., then from 1,000 feet north of E. McLeroy Boulevard north to 2,200 feet north of the Bailey Boswell Road intersection (in and around the trees and shrubs planted by the owner in the TXDOT right-of-way). This represents a mowing area that is approximately 15 feet wide (from the east edge of pavement east to the right-of-way line) by 12,990 feet long. Also the center medians of Bus. 287 north of W.J. Boaz and north of E. Bailey Boswell to the Saginaw City limits. Also the area on the west side of Bus. 287 from Longhorn Rd. north to Hialeah. Also the center medians on Blue Mound Road (Hwy. 156) beginning on the south side of Loop 820 north to Industrial Boulevard and the median north of McLeroy to Western Center Boulevard. (See attached maps).

The mowing cycle shall be completed once every two weeks during the growing season. The owner shall determine the beginning and end of each growing season, however it will generally last from March through October of each year. Additional mowing cycles may be requested at the sole discretion of the Owner.

- a) All debris shall be removed by the contractor prior to mowing if shredding of the debris would be detrimental to the appearance of the area. No separate pay item shall be allowed for litter control.
- b) Trimming around trees and shrubs, fence lines, poles, posts and other obstructions will be performed using mechanical devices and/or hand labor with each cycle. **Special care shall be taken when trimming around trees and shrubs to avoid damage to them.** Any trees or shrubs damaged by the contractor shall, at the discretion of the Public Services Department representative, be replaced by the contractor at no cost to the owner. Any damage to the irrigation system caused by the contractor shall be immediately repaired by the contractor at no cost to the owner.
- c) Clippings shall not be blown into the streets or roadways. Clippings shall not normally be collected and removed from the site after each cycle. However, if excessive clippings occur, these shall be removed by the contractor. In addition, excessive clippings resulting from extended mowing frequencies due to the contractor's delay shall be removed by the contractor.
- d) Contractor's personnel working in medians and on roadways shall be required to wear safety vests or other safety garments. Care should be taken to avoid conflicts with oncoming traffic. All work being performed is within the Texas Department of Transportation right-of-way and must conform to the signing requirements specified in the Texas Manual for Uniform Traffic Control Devices (TMUTCD).
- e) Areas that are impossible to mow mechanically due to slopes and ditches must be cut with string trimmers or other acceptable method.
- f) No payment for partial mowing will be made. Each cycle must be completed in order for payment to be acknowledged.

GENERAL REQUIREMENTS

1. CONTRACT PERIOD

The term of the contract shall be from the date of award through December 31, 2020, with the option to renew the contract for two (2) additional one-year terms. Renewal shall be based on an evaluation by the Owner of the contractor's performance during the previous period, budget requirements, etc. Per cycle mowing price is to be bid for the initial period only.

After the completion of the initial contract term, the Contractor shall submit the renewal proposal with price changes, and justification for price increase to the Owner no later than February 1, 2021. Increases in contract pricing shall not exceed the consumer price index of the Dallas/Fort Worth standard metropolitan area for the previous twelve-month period. Renewal shall be at the sole discretion of the Owner.

2. GENERAL CONDITIONS

Contractors submitting bids certify that they possess all necessary equipment, facilities, personnel and work experience to fulfill the terms of the contract at the time of bid submission, or that they will have the necessary equipment and personnel and be ready to proceed on the starting date.

The Contractor shall be required to keep sufficient equipment and labor on hand to do a complete mowing of the areas specified by contract, as often as may be specified should the growing season demand.

3. METHOD OF OPERATION

The Contractor will work under the direction of the Public Services Superintendent or his representative. No payment, on any basis, will be made for unsatisfactory mowing. The determination of the Public Services representative shall be final on all work.

The Contractor shall provide a monthly invoice showing the dates the mowing took place to the City. Payment by the City will be made within thirty (30) days of receipt of invoice.

The City of Saginaw reserves the right to cancel the contract at any time without penalty.

All operations and expenses connected with the operations described in these specifications shall be the responsibility of the contractor.

- The Contractor shall provide his/her own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of his/her own equipment and the availability and supervision of his/her employees.
- The Contractor is required to have a competent and experienced Supervisor/Foreman with each group at all times. The Supervisor/Foreman referred to herein may be a working Foreman operating a mower.
- The Contractor will perform all handwork required to provide an efficient mowing and trimming operation.
- There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the contract without prior written consent of the City.

4. INSURANCE

A. Types and Amounts. Prior to commencement of work pursuant to this Agreement, the Contractor shall furnish the City with proof of insurance as required by this section. Coverages shall be of the following types and not less than the specified amounts:

1. Workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the City; employer's liability insurance of not less than the minimum statutory amounts.
2. Commercial general liability insurance, including premises operations; independent contractor's liability and contractual liability covering, but not limited to, the liability

assumed under the indemnification provisions of this Contract, fully insuring Contractor's liability for injury to or death of third parties or City employees, broad form property damage, with minimum limits as set forth below:

Bodily Injury	\$500,000 Each Occurrence
Bodily Injury	\$1,000,000 Annual Aggregate
Property Damage	\$200,000 Each Occurrence
Contractual Liability:	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$500,000 each occurrence
Personal Injury	\$500,000 Annual Aggregate
With employment exclusion deleted	

3. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$500,000 for bodily injury (per person), and \$500,000 for property damage. Such insurance shall include coverage for loading and unloading hazards

B. Policy Endorsements. Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

1. The liability insurance policy shall name City as an additional insured using endorsement GC 2010 or broader; the policy phrase "other insurance" shall not apply to the City where the City is an additional insured; the policy shall specify that it is primary and non-contributory with any of the City's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered.
2. Each policy shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to City by certified mail. If the policy is canceled for nonpayment or premium, only 15 days written notice to City is required;
3. The term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;
4. All policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
5. All liability policies required herein shall be written with an "occurrence" basis coverage trigger; and
6. Prior to the effective date of cancellation of any policy, Bidder shall deliver to the City a replacement certificate of insurance or proof of reinstatement.

5. INDEMNITY

CONTRACTOR COVENANTS AND AGREES TO INDEMNIFY, AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OF CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT

WITNESSES AND OTHER CONSULTANTS ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THE SERVICES UNDER THE CONTRACT, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY ALLEGED NEGLIGENCE OF OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES OF CITY; AND CONTRACTOR HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR SUCH CLAIMS OR SUITS. CONTRACTOR SHALL LIKEWISE ASSUME ALL LIABILITY AND RESPONSIBILITY AND SHALL INDEMNIFY CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, OR INVITEES.



YELLOWSTONE

LANDSCAPE

References and Current Contracts

City of Mesquite, Medians and Right of Ways
1515 N Galloway Ave
Mesquite, Texas 75149
Jack McClain, 972.216.6201

City of Denton, Medians and Right of Ways
901 Texas St a
Denton, Texas 76209
Russell Koch, 940-349-8910

JPS Health
1500 S Main Street
Fort Worth, Texas 76104
Michael Dibartolomeo, 817.702.1109

Eminent Medical Center
1351 W President George Bush Pkwy
Richardson, Texas
Stan Herrin, Director of Facility Maintenance 469-910-8807



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southwest Risk Management, LLC 2855 East Brown Road, Ste 28 Mesa AZ 85213		CONTACT NAME: PHONE (480) 924-1200 FAX (480) 924-1211 (A/C, No. Ext): E-MAIL: certificates@southwestrisk.com ADDRESS:	
INSURED Greener Pastures Landscape LLC DBA: Greener Pastures Landscaping Inc 2525-2550 Manana Drive Dallas TX 75220		INSURER(S) AFFORDING COVERAGE INSURER A: Emcasco Insurance Company NAIC # 21407 INSURER B: Union Insurance Co of Providence 21423 INSURER C: Navigators Insurance Company 42307 INSURER D: Texas Mutual Insurance Company 22945 INSURER E: Employers Mutual Casualty Co 21415 INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 17-18 TX Greener Pastures **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		5X59570	1/16/2017	1/16/2018	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC	PRODUCTS - COMP/OP AGG \$ 2,000,000					
	OTHER:						\$
B	AUTOMOBILE LIABILITY			5X59570	1/16/2017	1/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO	☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS		BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS		PROPERTY DAMAGE (Per accident) \$				
						\$	
C	UMBRELLA LIAB ☒ OCCUR			HO17EXC864120QN	1/16/2017	1/16/2018	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE	AGGREGATE \$ 10,000,000					
	☐ DED ☐ RETENTION \$	\$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	0001290081	7/1/2016	7/1/2017	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Scheduled Equipment			5X59570	1/16/2017	1/16/2018	Limit \$1,998,978 Dedt \$500
	Leased & Rented Equipment	Limit \$200,000 Dedt \$500					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is additional insured with regards to General Liability.

CERTIFICATE HOLDER

CANCELLATION

Greener Pastures Landscape, LLC
2525 Manana Drive
Dallas, TX 75220

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Jarvis/TT

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Request for Taxpayer Identification Number and Certification

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

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

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

Greener Pastures Landscaping, LLC

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

Greener Pastures Landscaping, LLC, A Yellowstone Landscape Company

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ 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) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ 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.) See instructions.

1839 Ryan Rd.

6 City, state, and ZIP code

Dallas, TX 75220

Requester's name and address (optional)

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 7 - 1 5 3 3 2 4 3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person

Date ►

3/5/19

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

