

CONSTRUCTION CONTRACT FOR PROJECTS LESS THAN \$100,000

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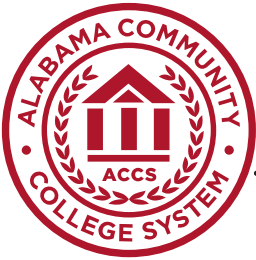
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Checklist

- ☐ – ACCS Form 2-AA (Small Public Works Contract)
- ☐ – Copy of General Contractor's License
- ☐ – ACCS Form 5-E (Bid Proposal Form)
- ☐ – Certificate of Liability Insurance
- ☐ – State of Alabama Disclosure Statement
- ☐ – E-Verify Memorandum of Understanding
- ☐ – W-9 Request for Taxpayer Identification Number and Certification



FACILITIES DIVISION

ACCS FORM 2-AA

CONSTRUCTION CONTRACT FOR PROJECTS LESS THAN \$100,000

•Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents.

1 **ACCS PROJECT#:**

2 This Construction Contract is entered into this **<day>** day of **<month>** in the year of **<year>**
3 between the **OWNER**, the Alabama Community College System on behalf of:

<Select Client>

Address:

Email:

Phone:

4 and the **CONTRACTOR**,

Company Name:

Address:

Email:

Phone:

5 for the **WORK** of the Project identified as:

6 The **CONTRACT DOCUMENTS** are dated

and have been amended by

7 **ADDENDA:**

8 If an Architect is required by ACCS Facilities Division, The **ARCHITECT** is

Firm Name:

Address:

Email:

Phone:

9 The **CONTRACT SUM** is:

Dollars

10 The **CONTRACT TIME** is () calendar days

THE OWNER AND THE CONTRACTOR AGREE AS FOLLOWS: The Contract Documents, as defined in the General Conditions of the Contract (ACCS Form 2-B), are incorporated herein by reference. The Contractor shall perform the Work in accordance with the Contract Documents. The Owner will pay and the Contractor will accept as full compensation for such performance of the Work, the Contract Sum subject to additions and deductions (including liquidated damages) as provided in the Contract Documents. This Contract is not subject to the requirements of Title 39 of the Code of Alabama.

11 LIQUIDATED DAMAGES for which the Contractor and its Surety (if any) shall be liable and may be required to pay the Owner in accordance with the Contract Documents shall be equal to six percent interest per annum on the total Contract Sum unless a dollar amount is stipulated in the following space, in which case liquidated damages shall be determined at:

Dollars (\$) per calendar day

12 SPECIAL PROVISIONS: (Special Provisions may be inserted here, such as acceptance or rejection of unit prices. If Special Provisions are continued in an attachment, identify the attachment below).

- 13 STATE GENERAL CONTRACTOR'S LICENSE:** If the Project exceeds \$50,000, a State General Contractor's License is required. The Contractor does hereby certify that Contractor is currently licensed by the Alabama State Licensing Board for General Contractors and that the certificate for such license bears the following:

License No.:		Expiration Date	
Bid Limit:		Classifications	

The Owner and Contractor have entered into this Construction Contract as of the date first written above and have executed this Construction Contract in sufficient counterparts to enable each contracting party to have an originally executed Construction Contract each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

If no State General Contractor's License is required, the Contractor shall have all other necessary license(s) required to complete the Work and shall be authorized to do business in the State of Alabama as evidenced in the Alabama Secretary of State records.

14 APPROVALS	CONTRACTING PARTIES
<p>ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)</p> <p>BY: _____ DATE: _____ CHIEF FACILITIES OFFICER</p>	<p>_____ CONTRACTOR COMPANY</p> <p>BY: _____ SIGNATURE</p> <p>NAME: _____ TITLE: _____</p>
<p>LOCAL COLLEGE OR TRADE SCHOOL</p> <p>BY: _____ AS PRESIDENT OF</p> <p><Select Client> _____</p>	<p>ALABAMA COMMUNITY COLLEGE SYSTEM (AS OWNER)</p> <p>BY: _____ CHANCELLOR</p>

ATTACHMENTS:

- ☐ Copy of Alabama General Contractor's License
- ☐ Proposal Form (ACCS Form 5-E)
- ☐ Certificate of Liability Insurance
- ☐ State of Alabama Disclosure Statement
- ☐ E-Verify Memorandum of Understanding
- ☐ W-9 (Request for Taxpayer Identification Number and Certificate)

STATE OF ALABAMA

BID LIMIT: U
AMOUNT: UNLIMITED



LICENSE NO.: 012234
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

SAMPLE

LOCATION

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

SC: EQUIPMENT AND MACHINERY INSTALLATION

until June 30, 2023 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of May, 2022

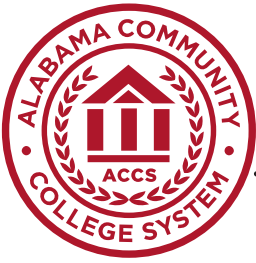
183636

Michael B. Ten

SECRETARY-TREASURER

Charles J. White, Jr.

CHAIRMAN



FACILITIES DIVISION

ACCS FORM 5-E

PROPOSAL FORM

To: Alabama Community College System

Date: _____

In compliance with the Advertisement for Bids and subject to all the conditions thereof, the undersigned

<Legal Name of Bidder> _____

hereby proposes to furnish all labor and materials and perform all work required for the construction of
WORK:

in accordance with Drawings and Specifications, dated _____, prepared by:
_____, Architect/Engineer

The Bidder, which is organized and existing under the laws of the State of: _____,

having its principal offices in the City of: _____,

is: ☐ a Corporation ☐ a Partnership ☐ an Individual ☐ Other: _____

LISTING OF PARTNERS OR OFFICERS:

If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. _____ through _____ inclusively.

BASE BID: For construction complete as shown and specified, the sum of:

_____ Dollars (\$))

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:

For Alternate No. 1 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$
For Alternate No. 2 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$
For Alternate No. 3 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$
For Alternate No. 4 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$
For Alternate No. 5 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$
For Alternate No. 6 (<Keyword for Amount>)	<input type="radio"/> add	<input type="radio"/> deduct \$

UNIT PRICES - (Attach to this Proposal Form the unit prices, if any, on a separate sheet.)

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a (Mark the appropriate box and provide the applicable information):

- ☐ Bid Bond, executed by _____ as Surety,
- ☐ A cashier's check on the _____ Bank: _____ ,
for the sum of: _____
Dollars (\$ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: _____ / _____ / _____
License Number Bid Limit Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder: _____

Mailing Address: _____

***By (Legal Signature):** _____

*Name & Title (Print):

Telephone Number:

(SEAL)

Email Address:

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

INSURANCE REQUIREMENTS

	Small Public Works Law Projects Projects less than \$100,000
Worker's Compensation (WC) / Employer's Liability	WC – as required by law
Commercial General Liability	\$1,000,000 per occurrence (Required for projects involving electrical, plumbing, roofing, mechanical, or when justified by risks to persons or property) Limits less than \$1 Million may be approved for smaller projects not listed above or as an exception on a case-by-case basis involving the projects listed above.
Commercial Business Automobile Liability	\$1,000,000 per occurrence (Required for projects involving delivery of heavy equipment, concrete installation, or when justified by the presence of construction vehicles on campus) Limits less than \$1 Million may be approved for smaller projects not listed above or as an exception on a case-by-case basis involving the projects listed above.
Commercial Umbrella	May be required by ACCS Facilities
Builder's Risk	
Pollution Liability Environmental Liability	N/A
TOTAL INSURANCE MINIMUM LIMITS FOR LIABILITY (NON-POLLUTION)	\$1,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
	PHONE (A/C, No. Ext.):	FAX (A/C, No.):
INSURED	E-MAIL:	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 SUB INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
6	COMMERCIAL GENERAL LIABILITY	9	10	11	12	EACH OCCURRENCE \$	
	CLAIMS-MADE					OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	
	POLICY	PRO-JECT	LOC			PRODUCTS - COMPIOP AGG \$	
	OTHER:					\$	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$	
	ANY AUTO					BODILY INJURY (Per person) \$	
	OWNED	SCHEDULED				BODILY INJURY (Per accident) \$	
	AUTOS ONLY	NON-OWNED				PROPERTY DAMAGE (Per accident) \$	
	HIRED	AUTOS ONLY				\$	
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$	
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$	
	DED	RETENTION \$				\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A			PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$	
						E.L. DISEASE - EA EMPLOYEE \$	
						E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

15		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
16		

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1. **Date** – Date the certificate was issued
2. **Producer** – The name of the insurance agent/broker
3. **Agent Contact** – Producer agent/contact information
4. **Insured** – The person or organization who purchased the insurance and has the policy in their name
5. **Insurer(s) Affording Coverage** – Indicates which insurance company is providing coverage (can be different for each type of coverage listed)
6. **Insurance Letter** – Insurer for a particular coverage, keyed to the corresponding letter in item #5
7. **Type of Coverage** – Ensure the company has the minimum Worker’s Compensation and Commercial General Liability (Automobile and Umbrella may be required depending on type of project)
8. **Occurrence** – The policy reaction to a general liability claim. The box for “Commercial General Liability” should always be checked. The box for “occur” (which means the policy applies per occurrence) should always be checked.
9. **Additional Insured and Subrogation Waived** – Column should be marked to indicate you have been added as additional insured and/or as having waiver of subrogation in its favor.
10. **Policy Numbers** – Policy numbers of the respective coverages
11. **Policy Effective** – Date the policy goes into effect (must be current)
12. **Policy Expiration** – Date the policy will expire (will need an updated Acord if expires before the end of the project)
13. **Limits** – Dollar amounts for individual limits (must be the same or greater than insurance requirements)
14. **Description** – This is a place that project description and information can be added like a Project Number, etc. The following statement is required to be added in this section:

“ACCS, the College, and their agents, consultants, and employees as additional insured.”

15. **Certificate Holder** – The person or organization that requested the insurance coverage
 - a. Example:

Alabama Community College System
“XYZ” Community College
“XYZ” Community College Address
16. **Signature** – Completed certificate must have signature



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

()

This form is provided with:

☐

Contract

☐

Proposal

☐

Request for Proposal

☐

Invitation to Bid

☐

Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐

Yes

☐

No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
-----------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
-----------	------

Notary's Signature	Date	Date Notary Expires
--------------------	------	---------------------

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.



Company ID Number: _____

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

**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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	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 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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 for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they