

# Request for Letters of Interest GIS and Mapping Program

Newton County Water & Sewerage Authority  
11325 Brown Bridge Road  
Covington, Georgia 30016

(770) 385-3923



[www.ncwsa.us](http://www.ncwsa.us)

April 1, 2021

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## Section 1: Introduction

### Summary

WSA (Newton County Water & Sewerage Authority) seeks Letters of Interest (LOI) from qualified firms (Offerors) for development of a GIS-based mapping program for the water and sewer assets in our geographic information system (GIS). The program, if awarded, may lead to a multi-year professional services agreement.

### Background

Current GIS data for our existing water and sewer systems (map layers) is hosted by the Newton County Board of Commissioners (NCBOC) GIS Department. The NCBOC currently hosts the GIS software (ESRI) for its stakeholders including the County, NCWSA, and the City of Covington. The recurring costs of the GIS program are shared by the stakeholders.

### Objective

Our objective is to contract with a qualified firm so that the day-to-day administration, data entry, mapping, research, and reporting is carried out by the selected firm serving as a trusted advisor and authorize agent of NCWSA. The selected firm would work closely with the NCBOC GIS Department so that updated layers and data are seamlessly shared. It is expected that the effort expended by the successful firm will generate an updated, working GIS database describing system assets that can be utilized by NCWSA's Engineering Department, Water and Sewer Maintenance, and all other departments in the daily prosecution of their work. Our vision includes deploying system maps to handheld devices for remote access and reference.

### Solicitation

This Request invites LOIs from Offerors according to the requirements herein, including the format and content guidelines specified. LOIs will be reviewed and evaluated by the NCWSA selection team and ranked in the order of most qualified using the criteria and process described herein.

Upon completion of the evaluation process, NCWSA will contact all Offerors. Those scored as most qualified may be interviewed or begin negotiations toward the award of the Project.

### Agreement Renewal

Agreement(s) executed as a result of selection will be for a one- (1) year pilot project beginning on or about June 2021 and may be renewed thereafter for up to two (2) successive, five-year terms, for a total of eleven (11) years, contingent upon the appropriation of funds by the NCWSA Board in the annual fiscal-year budget, which runs from July 1 through June 30. Written notice shall be given approximately ninety (90) days before the expiration date of each agreement period.

### Open Records

All materials submitted in connection with this Request will be public documents and subject to the Open Records Act and policies of the NCWSA. All such materials shall remain the property of NCWSA.

If the Firm has notified the Owner Contact that the Firm's submittal contains trade secrets, proprietary, commercial or financial information, which is privileged and confidential, we will make every effort to protect those portions of the submittal. The title page and each page containing proprietary information must be marked.

Sensitive Information: Please redact personal information that appears on ID cards where identification is required.

## Section 2: Services

### Description of Needs

NCWSA has ongoing needs for GIS mapping and data entry support to regularly document and locate infrastructure within the Newton County Water & Sewer System. The following items describe the general scope of work, objectives, and aspirations of the proposed program:

- Create layers for NCWSA and reconcile into the NCBOC's GIS program.
- Input new and existing data into the GIS from record drawings provided in various formats including AutoCAD, MicroStation, Adobe PDF, TIFF, CSV.
- Input new data into the GIS using GPS technology to record water and sewer asset locations.
- Verify existing NCWSA record drawings to verify line type, size, and location of current data in GIS and correct data if needed.
- Input data into GIS including system appurtenances, fire hydrants, valves, meters, water lines, sewers, force mains, pumping stations, lift stations and manholes.
- Input data into GIS recording events in the water and sewer system pertaining to leaks, breaks, overflows, outages, and stop-ups.
- Input data into GIS from NCWSA's valve truck GPS.
- Input data into GIS from NCWSA's fire hydrant inspection and flushing program.
- Exercise Tyler Munis MapLink integration.
- Differentiate areas of the county to show the six billing "cycles". Show the area with the highest growth over time, as well as current projects throughout the county.
- Use GIS to record picture location of meters and other system appurtenances when needed.
- Expand the program internally so that staff can, on a day-to-day basis, easily retrieve data and view mapping information. We expect the business partner to assist the NCWSA so that routine information may be obtained from the system and utilized in our day-to-day operations.
- Provide training to NCWSA staff.
- Employ personnel with similar skill sets and expertise for updating and operating NCWSA's water model.

#### Responsibilities of NCWSA

NCWSA, through our assigned project manager(s), will work cooperatively with the selected firm to fulfill our responsibilities in a timely manner and facilitate the firm's efficient performance of services. Our commitments include:

- Outlining project requirements.
- Providing helpful coordination between the Consultant(s) and Newton County's GIS Department.
- Timely review the work products and deliverables.
- Issuing timely responses to the contracted Firm
- Furnishing existing drawings and data to assist the Consultant in their assigned Tasks.
- Funding the Project(s) and rendering timely compensation.

#### Responsibilities of Consultant

The Consultant, through its assigned project manager, will deliver the Work described herein or to be determined, and fulfill said responsibilities in a timely manner. Generally, the effort should include:

- Coordination with the NCBOC GIS Department to integrate data into the host system.
- Coordination with NCWSA to retrieve needed data for task completion.
- Coordination with NCWSA's Engineering and Maintenance Departments to assist in locating needed appurtenances for GIS data input.
- Perform applicable field work to obtain needed data.
- Submitting deliverables (new map layers or layers with corrected information) for review.

- Assist with reporting and issuance of maps or water modeling tasks, as requested.
- Project progress updates with timely billings.

### Section 3: Procurement Process

#### Acknowledgement of RFLI

Each potential Offeror should acknowledge with an email no later than the Acknowledgement Date, that it has received the RFLI. Please identify and provide contact information for the firm's primary point of contact for any future documents, notices, and addenda associated with this RFLI.

#### Communications

The Owner Contact will act as the sole point of contact for this RFLI and will administer the RFLI process. All communications should be submitted in writing via email, and specifically reference this RFLI. This RFLI is subject to revision after the date of issuance via written Addenda. Any such addenda will be distributed directly to known Offerors via email. All questions and responses will be shared by Addenda with all parties having acknowledged the RFLI. Please direct questions to the Owner Contact as follows:

Mrs. Lindsey Chambers  
 Engineering Technician  
 NCWSA  
 11325 Brown Bridge Road  
 Covington, GA 30016  
 Phone: (770) 385-3923  
 Email: lc@ncwsa.us

Please note that verbal communications with the Owner Contact or other individuals are not binding. We require that all communication go through the Owner Contact, or specified delegate(s). The Owner's Contact may designate alternate contacts to address specific inquiries.

#### Schedule

The desired procurement schedule is as follows:

Issue RFLI	Monday, April 1, 2021
Acknowledge RFLI	April 19, 4:30 p.m.
Last day to submit questions	April 26, 4:30 p.m.
Submit LOI	May 7, 4:30 p.m.
Interviews (if needed)	May 17 – May 28, 2021
Award and Agreement	June 16, 2021
Notice to Proceed	June 21, 2021

## Section 4: Submittal Requirements

### Submittal and Due Date

We prefer digital submittals. Publish and upload pdf version(s) of the LOI(s) no later than the Schedule Date, addressed to the Owner Contact.

Upload the LOI to the Authority's 3<sup>rd</sup> Party Server Location: *To Be Announced*

If hard copy submittals are contemplated, please deliver 1 copy and a memory drive containing the digitally published version (PDF) to the Owner Contact at the address noted above.

Each Offeror assumes full responsibility for timely submittal of its LOI at the required location.

The Offeror shall provide and sign all information required. An authorized agent of the company must sign on behalf of the firm.

### Format

We value brevity. Please provide ten (10) pages or less, (excluding resumes, project sheets, affidavits, etc.), conveying the Offeror's transmittal letter, qualifications, experience, and project management approach. An 11 X 17-inch sheet size may be used for a team chart or other exhibit and will count as 1 page. Photos may be included in the Appendix to show description of the GIS program and layers that may be utilized.

Locate all other information in the Appendices. Limit total page count to 40 or less, 8.5 X 11-inch equivalent, minimum 11-point font.

### Content

#### Letter of Interest

Provide a 1-page Summary Letter describing how the Authority will benefit with your firm as a trusted advisor. In the letter, please acknowledge receipt of all Addenda.

#### Team and Qualifications

The ten (10) pages should demonstrate how your firm's team, qualifications, and experience will fill our needs.

#### Qualifications

Offerors should possess and demonstrate a minimum of 10 years of firm experience in the GIS field for municipal, public, or private agencies. The proposed project manager should possess this experience level.

#### Experience

The LOI should describe the experience of the firm and Project team members on projects relevant to public water agencies, GDOT, municipal or county government. The Offeror should include five (5) reference projects performed in the last 5 years to demonstrate relevant experience.

Each project description shall contain the following information:

- Owner
- Owner contact information (including email address)
- Role of firm
- Year completed or status (such as ongoing, etc.)
- Description of the project demonstrating relevance to the Authority's needs
- Key team members involved in the relevant projects, along with a concise description of the role and responsibilities of each.

#### Resumes

Include resumes for key team members in the Appendix. Resumes should be 1-page maximum length.

#### Project Management Approach

Consider this section as an opportunity to write persuasively about a documented success story. Include your firm's approach for achieving outstanding results for a hypothetical (or real) assigned Task under this Project. NCWSA is very much interested in a firm that can operate seamlessly with the Newton County GIS Department.

### Billing Rates

The cost element of this RFLI is not a Bid. This requirement is requested for planning and budgeting purposes and so that NCWSA can determine a magnitude of order cost of the pilot and the program.

The project lends itself to monthly billing at an agreed upon rate schedule, monthly flat rate, time spent plus expenses, or other compensation technique to be negotiated. Provide the firm's desired compensation schedule and / or hourly billing rate schedule including the key personnel and others involved in the work in the Appendices. The cost schedule should include any billing multipliers to be assessed on expenses or sub-consultant charges. Key personnel are to be mapped to the billing rate schedule. Breaking out the pilot period and the subsequent program is acceptable if desired.

## Section 5: Evaluation and Selection

### Evaluation Criteria

A selection team comprised of the Owner's project managers will evaluate and rank the responsive LOIs that best satisfy the Project requirements. The selection team will apply the evaluation criteria below.

<b>Evaluation Criteria</b>	<b>Value</b>
Team, Qualifications, Experience	40
Project Management Approach	40
Value Added Services	10
Cost Efficiency of Billing Rates	10
Total	100

### Interviews

Upon review of the LOIs, NCWSA may ask Offeror(s) for a presentation of their GIS programs / software and demonstration of the abilities and functionality of programs the Offeror plans to utilize. Demonstration of such programs must include, but are not limited to, the needs described above.

### Selection Process

After evaluation and recommendations for selection, the Owner will notify all registered Offerors. The top ranked Offeror(s) will be either selected for contract award or offered the opportunity to negotiate the final terms of the Owner's Agreement for Professional Services. If the Owner determines that the top-ranked Offeror(s)'s proposed final terms are not advantageous to the Owner, the Owner may choose to either select or negotiate with the next-highest ranked Offeror.

## Section 6: Additional Required Content

### Forms

Include the items described in Attachment B and return them in the LOI's Appendix including:

- Firm's comments, if any, on the proposed agreement for professional services.
- Provide Sample Certificate of Insurance meeting requirements found in the professional services agreement.

Offerors are required to complete the forms in Attachment C and return them in the LOI including:

- Firm's Affidavit (E-Verify)
- SAVE Affidavit
- W-9



## Attachment A

**Registration Form**  
(Submit for acknowledgement of RFLI)

Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Contact (One Person Only): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Registration qualifies Offeror to receive sample data base, water model, and Addendums.

Please email to [lc@ncwsa.us](mailto:lc@ncwsa.us) or send via US Mail to  
Lindsey Chambers, Engineering Department, 11325 Brown Bridge Road, Covington, GA 30016

## Attachment B

- Proposed Agreement for General Consulting Services between Owner and Consultant
- Insurance Requirements (As described in the Agreement for General Consulting Services)

# Professional Services Agreement

This Agreement is made and entered into effective date of \_\_\_\_\_, by and between the Newton County Water and Sewerage Authority (NCWSA), and \_\_\_\_\_, (CONSULTANT) for the PROJECT referred to as: \_\_\_\_\_

The parties hereto do mutually agree as follows:

1. **Governing Law.** This AGREEMENT and the Attachments hereto shall be governed by and construed in accordance with the laws of the State of Georgia, County of Newton, in which the work is delivered. If dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute is not resolved through mediation, the parties agree that venue for any litigation will be in the courts of Newton County, Georgia and the parties hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.
2. **Engagement.** NCWSA hereby engages the CONSULTANT and the CONSULTANT hereby agrees to perform the professional services hereinafter set forth.
3. **Services.** The CONSULTANT shall perform, in a professional manner, all services described in the Scope of Services attached as Exhibit A, and incorporated by reference herein (collectively the “Scope of Services”).
4. **Additional Services.** The CONSULTANT shall provide additional services, not specifically called for in Exhibit A, upon written authorization from NCWSA (the “Additional Services”). In addition, NCWSA and CONSULTANT may from time to time make changes to the Scope of Services by written amendment to this Agreement.
5. **Time of Performance.** The CONSULTANT will commence work within ten (10) calendar days after (1) the date of execution of this Agreement and (2) receiving written Notice to Proceed from NCWSA. Work will be delivered to NCWSA based on the approved Project Schedule contained in Exhibit A. If NCWSA requests modifications to the services of the Project, or if CONSULTANT’S services extend past the proposed completion date, the CONSULTANT’s time of performance may be extended by mutual agreement in writing signed by the signees to this Agreement.
6. **Compensation.** CONSULTANT agrees to perform the Services, and the NCWSA agrees to compensate the CONSULTANT for same as follows:
  - a. NCWSA shall compensate the CONSULTANT according to the charges, amounts and terms set forth in EXHIBIT B and the Additional Services, if any.
  - b. **Statements.** The CONSULTANT shall submit monthly statements for acceptable, completed work (and Additional Services, if any), based on the project effort and expenses charged through the last day of its fiscal month during the PROJECT duration.
  - c. **Payments.** NCWSA shall make monthly payments for completed work in accordance with the Prompt Payment Act found in Georgia Law after receipt of monthly Statements rendered by the CONSULTANT.
  - d. **Additional Payment.** NCWSA shall pay the CONSULTANT for Additional Services, which are not specifically called for in Exhibit A, Scope of Services, in accordance with the CONSULTANT’S standard rates, as included in the Exhibit B.

7. Termination. This Agreement may be terminated prior to completion of the PROJECT as follows:
- a. Termination for Cause. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner any material obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, NCWSA shall thereupon give written notice to the CONSULTANT of such failure, violation or breach. If CONSULTANT has not or cannot remedy such failure, violation or breach within ten (10) calendar days of the giving of such notice by NCWSA, NCWSA shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof.
  - b. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written consent of the parties, the effective date to be agreed upon by the parties. If this Agreement is terminated by mutual consent, and CONSULTANT timely provides all required documentation of SERVICES performed prior to termination to NCWSA, CONSULTANT shall be paid for all such Services within thirty (30) days of the effective date of termination. The parties may terminate this Agreement by mutual consent for reasons including but not limited to material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the PROJECT, and the failure of the parties to reach agreement on the compensation and schedule adjustment necessitated by such changes.
  - c. In the event of termination for any reason, NCWSA shall have the option to purchase copies of all finished or unfinished documents, data, studies, surveys drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Agreement, Scope of Services, and Additional Services for the price of Ten Dollars (\$10.00). If NCWSA elects to purchase such material, the material shall become NCWSA property and the CONSULTANT shall be paid for the SERVICES (and Additional Services, if any) properly rendered through the effective termination date. Said payment, including the payment for the materials, shall constitute total payment for such SERVICES.
8. Force Majeure. Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, or natural catastrophe. Delay or failure to perform is excused only during continuance of such force majeure and the affected party will provide written notice of such force majeure and act diligently to remove or eliminate the force majeure.
9. Suspension of Services. If the PROJECT or CONSULTANT'S Services are suspended for any reason other than the fault of CONSULTANT for more than thirty (30) calendar days in the aggregate, CONSULTANT may be compensated for services performed prior to the suspension. In addition, there shall be an adjustment in the PROJECT schedule based on the delay caused by the suspension. If the PROJECT is suspended for more than ninety (90) calendar days for any reason, in the aggregate, either party may, at its option, terminate this Agreement upon providing written notice to the other party.
10. Representatives and Notices. Each party has designated below the signatures herein, a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement. All notices, consents and approvals required to be given hereunder shall be in writing. All such required notices shall be deemed to be properly given and received within two (2) business days if made in writing and sent via statutory overnight delivery with an exact copy being sent simultaneously via email addressed to the designated

representative below. As needed, each party may notify the other party of a change in the street and / or email address for notice providing written notice of the revised street and / or email address.

11. CONSULTANT'S Responsibilities. The CONSULTANT represents that it has or will secure, at its own expense, all necessary qualified personnel to perform the Services under this Agreement. CONSULTANT represents that it has access to the experience and capability necessary to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures for such Services. Such personnel shall not be employees of or have any contractual relationship with NCWSA. All of the Services required hereunder will be performed by the CONSULTANT or under its supervision and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services.

In performing the Services and receiving compensation under this Agreement, CONSULTANT shall operate as an independent contractor and shall not act as or be an employee of NCWSA.

The SERVICES performed by CONSULTANT shall be subject to the inspection and review of NCWSA at all times but such inspection and review shall not relieve CONSULTANT from its responsibility for the proper performance of the Services.

12. NCWSA Responsibilities. NCWSA shall provide to CONSULTANT an outline of the requirements of the PROJECT, including the PROJECT budget and time constraints. NCWSA will make available to the CONSULTANT relevant information or data pertinent to the PROJECT which is in NCWSA's possession. However, NCWSA does not guarantee the accuracy and completeness of the information and data furnished and the CONSULTANT will independently check and / or verify all such information as it relates to the SERVICES provided.
13. Reports, Audits & Confidentiality. The CONSULTANT, at such times and in such forms as NCWSA may require, shall furnish NCWSA such periodic reports as it may request pertaining to the SERVICES (and / or Additional Services) performed pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this Agreement. The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement. These records will be made available for audit purposes to NCWSA or its authorized representative and will be retained for three years after the expiration or termination of this Agreement. All of the reports, information, data, etc. prepared or assembled by CONSULTANT under this Agreement are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of NCWSA or a validly issued subpoena.
14. Ownership of Documents. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S professional service, and CONSULTANT shall retain an ownership and property interests therein, including all copyrights, unless otherwise agreed in writing by CONSULTANT and NCWSA or purchased pursuant to Paragraph 7(c). Regarding construction drawings, CONSULTANT grants NCWSA a license to use instruments of CONSULTANT'S professional service for the purpose of constructing, occupying, or maintaining the PROJECT. Reuse or modification of any such documents by NCWSA, without CONSULTANT'S written permission, shall be at NCWSA's sole risk. Documents are defined as reports, drawings, specifications, record drawings, plats, and other deliverables defined in the SERVICES, whether in printed or electronic format.
15. Third Party Reliance Upon Documents. CONSULTANT'S performance of the SERVICES, as set forth in this Agreement, is intended solely and exclusively for the benefit and use of NCWSA. No other person or entity may claim under this Agreement as a third party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. No third party may

rely upon CONSULTANT'S documents unless CONSULTANT has agreed to such reliance in advance and in writing.

16. Use of Electronic Media. Copies of documents that may be utilized by NCWSA may be printed copies (also known as hard copies) or electronic copies that are signed or sealed by CONSULTANT. Construction Drawings shall be signed and sealed in accordance with the Rules and Regulations of the State of Georgia Administrative Code. Files in electronic formats, or other types of information furnished by CONSULTANT to NCWSA such as text, data, or graphics, are only for convenience of NCWSA. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
17. Assignability. This Agreement shall not be assigned or transferred by either the CONSULTANT or the NCWSA without the prior written consent of the other.
18. Insurance. Before any SERVICES are provided under this Agreement, CONSULTANT shall procure and maintain at a minimum the following insurance coverage and limits during the life of the Agreement:
  - a. Statutory Workers Compensation Insurance: a minimum of \$500,000 or greater amount if required by Georgia law.
  - b. Commercial General Liability Insurance: coverage for personal and bodily injury, including death, and property damage in the amount of not less than \$1,000,000 per occurrence and not less than \$2,000,000 in the aggregate.
  - c. Automobile Liability Insurance: for bodily injury, including death, and property damage for all owned, hired and non-owned automobiles in the minimum amount of \$1,000,000 per occurrence.
  - d. Professional Liability Insurance: of \$1,000,000 per claim and \$2,000,000 in the aggregate.
  - e. Certificates: Upon request, CONSULTANT shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to NCWSA.
19. Indemnification. CONSULTANT shall indemnify and hold NCWSA harmless from and against claims, liabilities, suits, loss, cost, expense and damages to the extent caused by the negligent acts or omissions of CONSULTANT in the performance of professional services pursuant to this AGREEMENT. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CONSULTANT and NCWSA, they shall be borne by each party in proportion to its negligence.
20. Waiver of Consequential Damages. Regardless of any other term of this Agreement, in no event shall either part be responsible or liable to the other for any incidental or other indirect damages.
21. Limit of Liability. CONSULTANT'S liability for all of the aforesaid matters is limited to the proceeds recovered from the insurance carried by CONSULTANT and within the monetary limits of the insurance specified in Article 18 hereto.
22. Standard of Care. CONSULTANT will provide professional services so as to minimize errors and omissions through the use of a Quality Assurance Plan approved by NCWSA. CONSULTANT will employ that degree of care and skill ordinarily exercised by CONSULTANTS practicing in the same or similar locale as the project, on projects of a similar scope and nature.

- 23. **Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first, prior to litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. In addition:
  - a. If a dispute is greater than \$10,000 (or the parties cannot agree on a mediator for a dispute of less than \$10,000): the parties shall submit the dispute to mediation with JAMS mediation services.
  - b. Venue: the venue for all mediations shall be in Covington, Georgia, unless the parties otherwise agree.
- 24. **Successors.** This Agreement shall inure to the benefit or and be binding upon the successors of the parties.
- 25. **Waiver.** No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.
- 26. **Section Headings.** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 27. **Severability.** Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.
- 28. **Entire Agreement.** This Agreement (and its attached Exhibits) constitutes and contains the entire, integrated agreement of the parties, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter of this Agreement. This Agreement may be amended only in writing, and signed by an authorized agent of each party.
- 29. **Authority & Understanding.** The individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation or other entity that the individual represents. By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof.

IN WITNESS WHEREOF, the CONSULTANT and NCWSA have executed this Agreement as of the date written below.

**NEWTON COUNTY WATER & SEWERAGE  
AUTHORITY**

**CONSULTANT:**

\_\_\_\_\_  
Signature

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Street / contact address for giving notices:**

**Street / contact address for giving notices:**

\_\_\_\_\_

\_\_\_\_\_



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**Designated Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Designated Representative:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF SERVICES**

**(Delete this page if separate Scope of Services is provided)**

**Project Summary:**

**Project Schedule:**

**See Attached Project Schedule Contained in Exhibit A**

**Commencement Date: \_\_\_\_\_ or within 10 calendar days from Notice to Proceed**

**Estimated Completion Date: \_\_\_\_\_ or \_\_\_\_\_ months from Notice to Proceed**

**EXHIBIT B**

**COMPENSATION**

**(Delete this page if separate Scope of Services is provided)**

**Project Summary:**

## Attachment C

Mandatory Forms - The following forms must be completed and returned with the Offeror's proposal in the LOI's Appendix:

- Consultant's Affidavit (E-Verify)
- SAVE Affidavit
- W-9

**CONSULTANT’S AFFIDAVIT OF EMPLOYMENT ELIGIBILITY**

STATE OF GEORGIA  
NEWTON COUNTY

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 engaged in the physical performance of services on behalf of **Newton County Water and Sewerage Authority** has registered with, is authorized to use and uses 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. §13-10-91. Furthermore, the undersigned Contractor will continue to use the Federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any Subcontractor(s) in connection with the physical performance of services pursuant to this contract with the **Newton County Water and Sewerage Authority**, Contractor will secure from such Subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Newton County Water and Sewerage Authority** at the time the Subcontractor(s) is retained to perform such service. Contractor hereby attests that its Federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
E-Verify Company ID Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

I (We) hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SAVE AFFIDAVIT**

STATE OF GEORGIA  
NEWTON COUNTY

By executing this affidavit under oath, as an applicant for a public benefit, as referenced in O.C.G.A. §50-36-1, administered by the Georgia Department of Community Affairs, the undersigned applicant verifies one of the following with respect to my ability to enter into a contract with the Newton County Water and Sewerage Authority:

1) \_\_\_\_\_ I am a United States citizen.

OR

2) \_\_\_\_\_ I am a legal permanent resident of the United States.

OR

3) \_\_\_\_\_ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number issued by the Department of Homeland Security or other federal immigration agency is:

\_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1(f)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_.

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 O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2021 in \_\_\_\_\_ (City),  
\_\_\_\_\_ (State).

\_\_\_\_\_  
\*Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> 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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</b> 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>												
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<b>or</b>												
<b>Employer identification number</b>												
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## 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.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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## General Instructions

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

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

### Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, later.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

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

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

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

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

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

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

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

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

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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

**Protect yourself from suspicious emails or phishing schemes.**

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

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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