

# OFFICE OF THE COUNTY COMMISSIONERS

WILLIAMS COUNTY, OHIO

## PROJECT MANUAL

### 2022 ASPHALT EMULSION PRODUCTS

#### PROJECT #01-2022

COMMISSIONERS:

**Brian A. Davis**

**Terry N. Rummel**

**Lewis D. Hilkert**

ENGINEER:

**Todd J. Roth, P.E., P.S.**

Date of Letting: March 3, 2022

At: 11:00 A.M.

Engineer's Estimate: \$ No Estimate – Proposed Purchase Based On Estimated Needs



SUPPLIERS 'S NAME AND ADDRESS:

Submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

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

\_\_\_\_\_

# 2022 ASPHALT EMULSION PRODUCTS

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END OF ITEM

**LEGAL NOTICE****PROJECT #01-2022 COUNTY OF WILLIAMS  
SEALED BIDS FOR 2022 ASPHALT EMULSION PRODUCTS**

The Board of Williams County Commissioners will receive sealed bids in their office, One Courthouse Square, 4<sup>th</sup> Floor, Bryan, Ohio until 11:00 A.M. Local Time on Thursday, March 3, 2022, for Asphalt Emulsion Products for use by the Williams County, Ohio, Highway Department.

Complete sets of bidding documents will be available for examination, Monday through Friday from 8:30 a. m. to 4:30 p. m. at the above-named office. Copies may be obtained by request from the Williams County Engineer, 12953 County Road G, Bryan, Ohio 43506, 419-636-2454 ext.2105 or on the engineer's web <http://www.wmscoengineer.com/bidprojects.asp> at no charge.

Bids must be submitted on the forms found in the Bidding Document; must contain the names of every person or company interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The Owner intends that the materials in this bid will be for use throughout the 2022 construction season.

The supplier involved with the project will, to the extent practicable use Ohio products, materials, services, and labor.

Each Bid shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check, a cashier's check or a letter of credit, in conformity with the requirements of ORC 153.54. If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio and accompanied by the Surety's sufficient power of attorney affirming said signature. If a certified check, cashiers check, or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid.

Bid notice may be viewed on the Williams County Web Site at [www.co.williams.oh.us](http://www.co.williams.oh.us) under the heading COMMISSIONERS, LEGAL NOTICES.

Any bid may be withdrawn prior to the schedule closing time for the receipt of bids, but no bidder shall withdraw his bid within 30 days after the actual opening thereof. The County reserves the right to reject any or all bids, waive irregularities in any bid, and to accept any bid which is deemed most favorable to the County.

WILLIAMS COUNTY COMMISSIONERS  
By – Anne Retcher, Clerk

Publish: Two Weeks before: 3/03/22

Village Reporter: February 16, 2022  
Engineer Website: January 13, 2022  
Comm Website: January 13, 2022

# ITEM 00100

## Instruction To Bidders

### 1. Defined Terms

Terms used in these Instructions to Bidders are defined in the 100 General Provisions, State of Ohio, Department of Transportation, Construction and Materials Specifications, 2019 (2019 CMS).

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1 **BIDDER**-one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a bidder.

1.2 **ISSUING OFFICE**-the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3 **SUCCESSFUL BIDDER**-the lowest, responsible, and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes and award.

### 2. Copies of Bidding Documents

2.1 Complete sets of the Bidding Documents in the number and for the non-refundable sum stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.2 **Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.**

### 3. Qualifications of Bidders

3.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after Bid opening, upon Owner's request, detailed written evidence such as financial data, previous experience, present commitments, and other such data as may be called for below (or in the Supplementary Instructions).

### 4. Examination of Contract Documents and Site

4.1 **It is the responsibility of each Bidder before submitting a Bid:**

4.2 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data").

4.3 **To visit the site** to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Products.

4.4 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Products.

4.5 To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and

4.6 **To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which Bidder has discovered in or between the Contract Documents and such other related documents.**

### 5. Interpretations and Addenda

5.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

5.3 Addenda, if issued, will be mailed at least three days prior to bid date to each bidder recorded by the Engineer as having received, be available for inspection as listed in "Invitation to Bid".

# ITEM 00100

## Instruction To Bidders

### 6. Bid Security

6.1 Each Bid shall be accompanied by a Bid Guarantee, in the form of a bid bond, a certified check, a cashiers check or a letter of credit, in conformity with the requirements of ORC 153.54 and 153.571 (B). If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio and accompanied by the Surety's sufficient power of attorney affirming said signature. If a certified check, cashiers check, or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid.

6.2 The Bid security of Successful bidder will be retained until such Bidder has executed the agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders Whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the thirty-sixth day after the Bid opening, whereupon Bid security furnished by such bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

### 7. Buy Ohio

All contractors and subcontractors involved with the project shall, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of this project.

### 8. Bid Form

8.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer (or the Issuing Office).

**8.2 All blanks on the Bid Form must be completed by printing in ink or by typewriter.**

8.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

8.5 All names must be typed or printed in black below the signature.

8.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

8.7 The address and telephone number for communications regarding the Bid must be shown.

8.8 Evidence of authority to conduct business as an Out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above.

or

8.9 Bidders may submit a Bid for any of the separate sections described in the Contract Documents or any combination of sections as provided for in the Bid Form.

and

8.10 Bids must be priced on a unit price basis for the contract as provided for in the Bid form.

### 9. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement of Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

# ITEM 00100

## Instruction To Bidders

### 10. Modification and Withdrawal of Bids

10.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

10.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bids and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

### 11. Opening of Bids

Bids will be **opened publicly** and (unless obviously non-responsive) at the place where Bids are to be submitted. An abstract of the amounts of the base bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

### 12. Bids to Remain Subject to Acceptance

All Bids will remain subject to acceptance for sixty days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

### 13. Award of Contract

13.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet

any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Discrepancies between words and figures will be resolved in favor of the words.

13.1.1 **Disqualification of Bidders.** Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of his proposal or proposals:

(a) More than one proposal for the same work from an individual, firm, or corporation under the same or different name.

(b) Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any future work of the Owner until any such participant shall have been reinstated as a qualified Bidder.

13.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

13.3 If the contract is to be awarded, it will be awarded to lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

13.4 An award will NOT be made to a supplier who is listed on the Ohio Department of Commerce list of De-Barded Contractors.

### 14. Pre-bid Conference

Owner reserves the right to call a prebid conference.

### 15. Contract Security

No contract security (Performance Bond) will be required for supply of the materials in this bid.

# ITEM 00100

## Instruction To Bidders

### 16. Sales and Use Taxes

This project is exempt from sales tax.

### 17. Campaign Contribution Compliance

The successful bidder will be required to complete documentation certifying Compliance with Sections 3517.13 of the Ohio Revised Code.

### 19. Bid and Contract Document Signatures

In the event that the bidder is a corporation the Bidding Documents shall also include a corporate resolution providing authorization for those signing the Bid Documents any Subsequent Contracts.

### 20. Bidding Documents To Include

All Submitted Bidding Documents should include:

- **Bid Form**
- **Bid Bond / Bid Surety**
- **Substitution List If Bidding An Unsolicited Alternate**
- **If A Corporation, Evidence Authorizing Signatory to Enter Into Contracts**
- **Affidavits: Item 00400, Item 00405**
- **Certificates: Item 01300, Item 01310**
- **Certificate of Insurance**
- **Certificate of Workman's Compensation Coverage**

### 21. Safety

Section 107.01 of the Specifications requires, among other things, compliance with Chapter 4121:1-3 of the Ohio Administrative Code entitled "Specific Safety Requirements of the Industrial Commission of Ohio relating to Construction," effective November 1, 1979, and with the "Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, Part 1926."

END OF ITEM

# ITEM 00200

## 2022 Asphalt Emulsions

### PART 1 GENERAL

**Special Note To Bidders:** Just some general information about dropping off bids for this project. Protocols are subject to change; however, the following process was in place for our most recent bids in January 2021.

The Commissioner's hearing room will not accommodate prospective bidders and still maintain social distancing standards. Plan holders will be provided the necessary information needed to view the Zoom meeting of the Commissioner's Regular session for the day bids are opened.

To hand deliver bids you will need a mask to enter the Courthouse. You will be checked in on the first floor, west side by Courthouse security. Please tell the Deputy that you need to take your bid to the 4<sup>th</sup> floor. The Commissioners staff will time and date stamp the bid outside of the Hearing Room. You may go to the 4<sup>th</sup> floor lounge to await the bid opening or leave the building. The lounge is not large, nor does it have any type of public access WI-FI. At the conclusion of the bid the Commissioners staff will provide an unofficial bid tab for those who choose to stay, time permitting.

The check in and drop off process will take a little time. Please give yourself some extra time. Be sure to clearly mark your bid. Please advise the Engineer's Office if you have any questions.

#### 1.01 Work Included, but not limited to:

- A. Furnish various grades of asphalt emulsions listed on the bid form to various locations in Williams County as designated by the Williams County Engineer.
- B. The Cost Per Gallon shall include, providing and placing a nurse tank for temporary storage of asphalt emulsions for various grades of asphalt emulsions in paragraph A. listed above at up to four different locations in the County during Surface Treatment Operations. The County will give the Supplier 48 to 72 hours advance notice for placement location. The County will empty the nurse tank prior to any requested location changes. Surface Treatment Operations are normally completed by the County within a 45-day window, weather permitting. Normal placement of the nurse tank is estimated at up to one week at any given location.
- C. Also, provide various grades of asphalt emulsions to Townships and Municipal Governments in Williams County from various locations as designated in A above.
- D. Invoice participating Governmental Units directly for product at bid prices.
- E. Pricing shall be firm beginning on the Notice of Award Date and ending 12/31/22

#### 1.02 Quality Assurance

- A. The **Bidder** shall have a minimum of five (5) years of experience in furnishing the materials listed for this project.
- B. Areas available for storage of material and equipment shall be as designated by the Engineer.
- C. The materials delivered to Williams County shall not be delivered in tankers that have been used for other grades or mixes of asphalt emulsion that would affect the performance of the product delivered, or the equipment used to apply the asphalt emulsions by the Engineer. If it becomes apparent that the tankers used for delivery of asphalt emulsion products are contaminated with dissimilar materials and/or products, the Engineer will notify the supplier of said condition. The bidder will replace the contaminated material with new material at no cost to the Engineer. The Engineer shall document the cost incurred by Williams County because of the contaminated asphalt emulsion, and this amount will be deducted from the payment due to the bidder.

### PART 2 PRODUCTS

#### 2.01 Delivery, Handling, and Storage

- A. Unless otherwise specified in the individual Items, the **Contractor** shall deliver, handle, and store



# ITEM 00200

## 2022 Asphalt Emulsions

materials and equipment in accordance with the written requirements of the manufacturer.

- B. All products provided shall conform to ODOT 702, Ohio Department of Transportation, Construction and Material Specifications, 2019, CMS 2019, except as modified in the contract specifications, plans, or project manual. In matters concerning conflicts between the referenced CMS 2019 and Project Specifications, the Project Specifications, Plans, or Project Manual shall govern.

### PART 3 PURCHASE CONTRACT

#### 2.01 Possible Multiple Vendors

- A. **Engineer** will purchase products from the various suppliers based on price and other good and valuable considerations on a unit price basis. **Listed products may be purchased from various vendors and more than one purchase contract may be awarded.**

**END OF ITEM**

**ITEM 00300**  
**Bid Form**

**PROJECT IDENTIFICATION:** Williams County Engineer  
2022 Asphalt Emulsion Products  
Project #01-2022

**THIS BID IS SUBMITTED TO:** Williams County Commissioners  
Fourth Floor Courthouse  
Bryan, OH 43506

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all materials as specified or indicated in the Contract Documents for the Bid Price and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number)  
  
**ADDENDA NO(s).** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
  - b. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
  - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4.
  - a. BIDDER will furnish the materials in accordance with the Contract Documents for the following unit price(s):
5. The following documents are attached to and made a condition of this Bid:
  - a. Required Bid Security in the form of \_\_\_\_\_
  - b. A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
  - c. Required BIDDER's Qualification Statement with supporting data.
  - d. If BIDDER is a corporation, corporate resolution authorizing submission of bid.

# ITEM 00300

## Bid Form

6. Communications concerning this Bid shall be addressed to:  
The address of BIDDER indicated below.

The following address: \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 2022.

### If BIDDER is:

#### An Individual

By \_\_\_\_\_ (SEAL)  
(Type or Print Individual's Name)

doing business as \_\_\_\_\_

\_\_\_\_\_  
Business Address (City, State, Zip Code)

\_\_\_\_\_  
Telephone No. Signature

#### A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(Type or Print Name Clearly of General Partner)

\_\_\_\_\_  
Business Address (City, State, Zip Code)

\_\_\_\_\_  
Telephone No. Signature

# ITEM 00300

## Bid Form

### A Corporation

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Type or Print Clearly Name of Person Authorized to Sign) (Title)

Attest \_\_\_\_\_  
(Secretary)

\_\_\_\_\_  
Business Address (City, State, Zip Code)

\_\_\_\_\_  
Telephone No. Signature

Date of Qualification to do business is \_\_\_\_\_

### Joint Venture

By \_\_\_\_\_ (SEAL)  
(Name) (Title)

By \_\_\_\_\_ (SEAL)  
(Name) (Title)

\_\_\_\_\_  
Business Address (City, State, Zip Code)

\_\_\_\_\_  
Telephone No. Signature  
Phone Number and Address for receipt of official communications

\_\_\_\_\_  
*(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above. Corporations must provide evidence of signatory authority to sign contract documents).*

**BID FORM FOLLOWS**

**OFFICIAL BID FORM - OPENED MARCH 3, 2022 - 11:00 A.M.**

**Project #01-2022**  
 Williams County Engineer  
 2022 Asphalt Emulsion Products  
 Williams County, Ohio  
 Item 00300

Williams County Engineer's Office  
 12953 County Road G  
 Bryan, Ohio 43506  
 419-636-2454  
 Fax 419-636-8687

**Todd J. Roth, P.E.,P.S.**  
 email: troth@wmscoengineer.com

		Item 00300		
Bid Item	Name	Unit		Bid Unit Price
1	Emulsified Asphalt Binder MWS-90	Gallon	1.0	
2	Emulsified Asphalt Binder RS-2	Gallon	1.0	
3	Emulsified Asphalt Binder RS-2P	Gallon	1.0	
4	Emulsified Asphalt Fog Sealer SS-1H	Gallon	1.0	
5	Emulsified Asphalt Binder HFRS-2	Gallon	1.0	
6	Emulsified Asphalt Binder CRS-TR	Gallon	1.0	

Williams County will pay for the actual amount of materials delivered to Williams County at the bid price listed above. Some estimated quantities are available for this contract. The per gallon price should include the cost of a Nurse Tank as specified in Item 00200, 1.01, B. Bid/Contract unit prices will remain firm from Notice of Award to 12/31/22.

Submitted By:

\_\_\_\_\_

BIDDER

\_\_\_\_\_

SIGNATURE

\_\_\_\_\_

DATE

END OF ITEM

**ESTIMATED PRODUCT PURCHASE - POST BID**

**Project #04-2021**  
**Williams County Engineer**  
**2021 Asphalt Emulsion Products**  
**Williams County, Ohio**

Williams County Engineer's Office  
 12953 County Road G  
 Bryan, Ohio 43506  
 419-636-2454  
 Fax 419-636-8687

**Todd J. Roth, P.E., P. S.**  
 email: troth@wmscoengineer.com

3/1/21	<b>POST BID - ENGINEER'S PROBABLE PURCHASE</b>	<b>ITEM 00301</b>		
<b>Bid Item</b>	<b>Name</b>	<b>Unit</b>	<b>Estimated Units</b>	
1	Emulsified Asphalt Binder MWS-90	Gallon	1.0	250,000
OR				
2	Emulsified Asphalt Binder RS-2	Gallon	1.0	250,000
OR				
3	Emulsified Asphalt Binder RS-2P	Gallon	1.0	250,000
4	Emulsified Asphalt Fog Sealer SS-1H	Gallon	1.0	No Estimate
5	Emulsified Asphalt Binder HFRS-2	Gallon	1.0	No Estimate
6	Emulsified Asphalt Binder CRS-TR	Gallon	1.0	No Estimate
<b>ESTIMATED PURCHASE FOR 2019 - 250,000 GALLONS</b>			<b>EST \$/GALLON</b>	<b>2020 EST. COST</b>
3	<b>Emulsified Asphalt Binder RS-2P</b>	<b>Gallon</b>	<b>\$1.7290</b>	<b>\$389,025.00</b>

No Planned Purchase of Items 4, 5, or 6

PROVIDING THE REVENUE STREAM REMAINS STABLE AND THE 2020 ROADWAY PROGRAM IS ABLE TO MOVE FORWARD AS PLANNED (20 TO 25 MILES OF CHIP SEAL), WILLIAMS COUNTY ESTIMATES THAT THE ABOVE LISTED QUANTITIES FOR THOSE ASPHALT EMULSION PRODUCTS LISTED MAY BE PURCHASED UNDER THE TERMS OF THIS CONTRACT. HOWEVER, THE QUANTITIES ARE ESTIMATED AND SUBJECT TO CHANGE.

\_\_\_\_\_  
 TODD J. ROTH, P.E., P.S., WILLIAMS COUNTY ENGINEER

END OF ITEM

## Bid Bond O.R.C. § 153.571

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KNOW ALL PERSONS BY THESE PRESENTS,

that we, the undersigned \_\_\_\_\_ as principal and \_\_\_\_\_ as sureties, are hereby held and firmly bound unto the Williams County Commissioners as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_\_ to undertake the project known as 2022 ASPHALT EMULSION PRODUCTS. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2022 THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named principal has submitted a bid for:

### **2022 ASPHALT EMULSION PRODUCTS**

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which

**ITEM 00310**  
**Bid Bond**

said contract is made a part of this bond the same as though set forth herein;

Now also, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

IN WITNESS WHEREOF, the parties have affixed their signatures on the date set forth below to be effective on the date first written above.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**END OF ITEM**



**Bid Guaranty O.R.C. § 153.54(A)(2) –  
When the Bidder Submits a Certified Check,  
Cashier’s Check, or Letter of Credit in the  
Amount of 10% of the Bid Price**

---

In the event the Bidder elects to submit a cashier’s check, certified check, or letter of credit as bid guaranty the Bidder should complete and sign this obligation.

KNOW ALL PERSONS BY THESE PRESENTS,

that we, the undersigned bidder, \_\_\_\_\_ as principal, are hereby held and firmly bound unto The Williams County Commissioners as obligee in the conditions as described herein. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named principal has submitted a bid for:

**2022 ASPHALT EMULSION PRODUCTS**

Now, therefore, provided bid guaranty is in the form of a certified check, cashier’s check, or letter of credit is hereby conditioned that if the bid is accepted, the principal, after the awarding or the recommendation for the award of the contract, whichever the obligee designates, will enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. If for any reason, other than as authorized by section 9.31 of the Revised Code or division (G) of section 153.54 of the Revised Code, the principal fails to enter into the contract, and the obligee awards the contract to the next lowest bidder, the principal is liable to the obligee for the difference between the principal’s bid and that of the next lowest bidder, or for a penal sum not to exceed

**ITEM 00310.1**  
**Bid Guaranty**

ten per cent of the amount of the bid, whichever is less. If the obligee does not award the contract to the next lowest bidder but resubmits the project for bidding, the principal is liable to the obligee for a penal sum not to exceed ten per cent of the amount of the bid or the costs in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less.

Now, therefore, if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this guaranty the same as though set forth herein, then this obligation shall be void; otherwise, the same shall remain in full force and effect.

IN WITNESS WHEREOF, the principal has affixed his signature on the date set forth below to be effective on the date first written above.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**END OF ITEM**

# ITEM 00400

## Non-Collusion Affidavit

The Owner reserves the right to require the successful bidder to submit such an affidavit, dated, executed, and included in the bid, as a condition precedent to its award of the Contract.

### AFFIDAVIT OF PRINCIPAL CONTRACTOR

STATE OF \_\_\_\_\_ )

SS

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposes and says that \_\_\_\_\_ is

\_\_\_\_\_ of

\_\_\_\_\_ (Sole Owner\Partner\President\Sec'y\Other)

(Name of Bidder)

who on \_\_\_\_\_, 2022 submitted to Williams County Commissioners  
(Date Bid Submitted)

a bid as set forth in the attached copy; that all statements of fact in such bid are true; that such bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly, by agreement, communication or conference with anyone attempting to induce action prejudicial to the interests of the Owner who is to award the contract, or of any other bidder or anyone else interested in the proposed contract; and further, that prior to the opening and reading of bids, said bidder,

- A. did not directly or indirectly, induce or solicit anyone else to submit a false or sham bid.
- B. did not directly or indirectly, collude, conspire, connive, or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid.
- C. did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid price or that of anyone else.
- D. did not, directly, or indirectly, submit his bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder in his business; and

**ITEM 00400**  
**Non-Collusion Affidavit**

E. did not include in his bid price any fees, dues, changes, or assessments because required to do so by reason of his membership in or affiliation with any association, organization, corporation, partnership, company, individual or group of individuals, or because of any agreement or understanding with anyone that he would do so.

Signed:\_\_\_\_\_.

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS:

Sworn to before and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 2022

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

My Commission Expires:

**END OF ITEM**

**ITEM 00405**  
**Affidavit of Contractor As To Delinquent Personal Property Taxes**  
**(ORC 5719.042)**

TO: Williams County

The undersigned Contractor, being first duly sworn, having bid on a contract for **2022 Asphalt Emulsion Products for Williams County Commissioners/Engineer**, and having submitted a bid for the contract, hereby certifies:

(Mark One)

\_\_\_\_\_ that at the time the bid was submitted, the undersigned Contractor was not charged with any delinquent personal property tax on the general tax list of personal property of Williams County.

\_\_\_\_\_ that at the time the bid was submitted, the undersigned Contractor was charged with delinquent personal property taxes on the general tax list of personal property of Williams County and that the amount of such due and unpaid delinquent taxes, including any due and unpaid penalties and interest

thereon, was \$\_\_\_\_\_.

In consideration of the award of the above contract, this sworn statement is incorporated in said contract as a covenant of the undersigned.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name and Title)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS:

Sworn to before and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

My Commission Expires:

INSTRUCTIONS

This Affidavit is to be executed and submitted to the County Commissioners with the bid documents. A copy of this Affidavit shall be incorporated into the contract.

FOR THE COUNTY TREASURER:

If this Affidavit indicates that taxes are due, a copy of this statement must be submitted to the County Treasurer within thirty (30) days.

**END OF ITEM**

**ITEM 00410**  
**Notice of Award**

TO: \_\_\_\_\_

DATED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**CONTRACT FOR 2022 ASPHALT EMULSION PRODUCTS**

You are notified that your Bid dated \_\_\_\_\_, for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a contract for various paving products for Williams County Engineer. (Indicate total Work, alternates or sections or Work awarded)

The Contract Price of your contract is \$ \_\_\_\_\_

Within ten days after you returned this signed Agreement, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

**ACCEPTANCE OF AWARD\**

\_\_\_\_\_  
Williams County Commissioners

(OWNER)

\_\_\_\_\_  
(CONTRACTOR)

\_\_\_\_\_  
Brian Davis

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
Terry Rummel

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
Lewis Hilkert

**END OF ITEM**

# ITEM 00505

## Auditor's Certification

This Affidavit is to be executed and submitted to the Auditor after the award and prior to the time of executing the contract. A copy of this Affidavit shall be incorporated into the contract.

I, Vickie L. Grimm, Auditor, Williams County, hereby certify that the amount of money required to meet the Williams County Commissioners obligations under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

---

Vickie L. Grimm, Williams County Auditor

Dated: \_\_\_\_\_, \_\_\_\_\_ 2022

2022 Asphalt Emulsion Products  
Project #1-2022

**END OF ITEM**

**ITEM 00506**  
**CERTIFICATE OF OWNER'S ATTORNEY**

**CERTIFICATE OF OWNER'S ATTORNEY**

I, the undersigned, Katherine J. Zartman, the duly authorized and acting legal representative of Williams County Commissioners do hereby approve this document as to form.

---

Katherine J. Zartman  
Williams County Prosecutor

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Date

2022 Asphalt Emulsion Products  
Project #1-2022

END OF ITEM



**ITEM 01300  
 ORC 3517.13  
 COMPLIANCE CERTIFICATION**

The Owner reserves the right to require the bidder to submit such an affidavit, dated and executed at the opening of the bids, as a condition precedent to its award of the Contract.

**AFFIDAVIT OF PRINCIPAL CONTRACTOR**

STATE OF \_\_\_\_\_ )

SS

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposes and says that \_\_\_\_\_ is

\_\_\_\_\_ of \_\_\_\_\_  
 (Sole Owner\Partner\President\Sec'y\Other) (Name of Bidder)

who on \_\_\_\_\_, \_\_\_\_\_ submitted to \_\_\_\_\_  
 (Date Bid Submitted) (Owner)

a bid as set forth in the attached copy; I certify that pursuant to the provisions of Ohio House Bill 694 as passed by the 126<sup>th</sup> General Assembly, that none of the following have **collectively** made since January 1, 2007 and that, if you or your company are awarded a public contract for the purchase of services costing more than \$500, none of the following **collectively** will make beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, one or more contributions totaling in excess of \$2000 to any individual elected official who participates in decision making for the Owner or the campaign committee for any such individual:

- i. Myself
- ii. Any partner or shareholder of my company
- iii. My spouse or the spouse of any partner or shareholder of my company
- iv. Any child seven years of age through seventeen years of age of myself, my spouse or any partner or shareholder of my company
- v. Any political action committee affiliated with your company?

I further certify that none of the following has individually made within the previous two calendar years and that, if you or your company are awarded a public contract for the purchase of services costing more than \$500, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, as an individual, one or more contributions totaling in excess of \$1,000

**ITEM 01300**  
**ORC 3517.13**  
**COMPLIANCE CERTIFICATION**

within the two previous calendar years to any individual elected official who participates in decision making for the Owner or the campaign committee for any such individual:

- i. Myself
- ii. Any partner or shareholder of my company
- iii. My spouse or a spouse of any partner or of any shareholder of my company
- iv. Any child seven years of age through seventeen years of age of myself, my spouse, any partner or any shareholder of my company (only applicable to contributions made on or after January 1, 2007)?

Signed: \_\_\_\_\_.

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

**END OF ITEM**

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<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.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Also see *Special rules for partnerships* on page 1.

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 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 possession of the United States, 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 possession of the United States
- 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, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

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

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration 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. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

**Part II. Certification**

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

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

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

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

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

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

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

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

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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. 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>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

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

**Privacy Act Notice**

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

**END OF INSTRUCTIONS**