

CITY OF MT. PLEASANT, MICHIGAN
CONTRACT DOCUMENTS

For

2018 WATER TREATMENT PLANT CHEMICALS BID



KATHLEEN LING
Mayor

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City Manager

Prepared By:
Division of Public Works

JOHN ZANG
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October 2017

CITY OF MT. PLEASANT, MICHIGAN

T A B L E O F C O N T E N T S

2018 Water Treatment Plant Chemical Bid

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W-9 Form



THE CITY OF MT. PLEASANT, MICHIGAN

CITY HALL

320 W. Broadway • 48858-2447
(989) 779-5300
(989) 773-4691 fax

PUBLIC SAFETY

804 E. High • 48858-3595
(989) 779-5100
(989) 773-4020 fax

PUBLIC WORKS

1303 N. Franklin • 48858-4682
(989) 779-5400
(989) 772-6250 fax

NOTICE TO BIDDERS 2018 WATER TREATMENT PLANT CHEMICALS BID

The CITY OF MT. PLEASANT, MICHIGAN is requesting sealed bids at the Office of the City Clerk, City Hall, 320 W. Broadway Street, Mt. Pleasant, Michigan 48858, until 1:30 p.m. (local time), on Tuesday, November 14, 2017, at which time and place the bids will be publicly opened and read. All bids shall be submitted in a sealed envelope, plainly marked "2018 Water Treatment Plant Chemicals – November 14, 2017."

Proposals are solicited on a unit price basis, for the following chemicals:

ANIONIC POLYMER	2	TONS
CAUSTIC SODA	400	TONS*
LIQUID CO ₂	150	TONS
LIQUID FERRIC CHLORIDE	100	TONS
LIQUID SODIUM POLYPHOSPHATE	500	GALS
SODIUM FLUORIDE	4	TONS
SODIUM HYPOCHLORITE	40,000	GALS
QUICKLIME	800	TONS

***Please quote both per gallon and per ton pricing for caustic soda.**

Please note the above quantities are annual usage *estimates* and are not guaranteed purchase quantities.

ALL CHEMICALS, EXCEPT CAUSTIC SODA, ARE ONE-YEAR BIDS. CAUSTIC SODA IS A SIX-MONTH BID.

No bid deposit, performance, labor, or material bond will be required.

To view and download complete specifications at no charge, visit the City's website at www.mt-pleasant.org, and navigate to the Bids and Quotes page.

The CITY OF MT. PLEASANT, MICHIGAN reserves the right to accept or reject any or all bids, to waive any irregularities in the bids, and to select the bid considered most advantageous to the City.

Malcolm Fox
Supervisor, Water Treatment Plant
(989) 779-5426

Jeremy Howard
City Clerk

City of Mt. Pleasant, Michigan
INSTRUCTIONS TO BIDDERS
FOR MATERIALS

1. Proposals

Proposals must be made upon the forms provided, therefore, with the Bid amount both written and shown in figures, and all other data required submitted.

The Proposal must be enclosed in a sealed envelope marked as specified in the Notice to Bidders for such Bid and clearly indicating the name and address of the Bidder and must be received by the City Clerk, City Hall, 320 West Broadway Street, Mt. Pleasant, Michigan 48858, no later than the time and date specified in the Notice to Bidders. At such specified time, Proposals shall be publicly opened and read aloud.

2. Basis of Proposals

Proposals are solicited on the basis of unit price(s) and/or lump sum(s), as specified on the Proposal form.

The City of Mt. Pleasant, (also referred to as "Owner"), reserves the right to accept any Bid, to reject any or all Bids, and to waive any irregularities in the Bids, and to select the Bid considered most advantageous to the city.

3. Comparison of Bids

In comparing Bids, consideration shall be given to the time proposed for completion of the Contract, qualifications of Bidder, price differentials, alternate Proposals for those items listed in the proposal (if applicable), and any other pertinent factors. The Owner reserves the right to make an award to the Bidder whose Proposal is deemed to be in the best interest of the Owner.

4. Time

Time is of the essence in the performance of the Contract, and each Bidder, by submitting a Proposal, certifies his/her acceptance of the time allowed by the Contract for the completion of the work specified.

5. Indemnification

The Contractor shall save and hold harmless the city and its employees from and against all claims, damages, losses, or expenses, including attorney's fees, arising out of or resulting from the performance of the work; provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent or willful act of omission of the contractor, subcontractor, employee, or anyone under their direction. The Contractor shall at his/her own expense, defend any and all such actions and shall pay all attorney's fees, costs, and expenses pertaining thereto.

6. Interpretation of Documents

If any Bidder is in doubt as to the true meaning of any part of the Plans, Specifications or any Contract Document, he/she may submit to the Owner a written request for an interpretation thereof. Any interpretation made in response to such query shall be made only by Addendum, duly issued, and a copy of such Addendum shall be mailed or duly delivered to each prospective Bidder. The Owner shall not be responsible for any other explanation or interpretation of the Contract Documents.

7. Execution of Bid Proposal

A Bid Proposal which is not signed by the individual making it should have attached thereto a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the person for whom it is signed.

A Bid Proposal, which is signed by a partnership, shall be signed by all of the partners or by an Attorney-in-Fact. If signed by an Attorney-in-Fact, there should be attached to the Bid, a Power of Attorney evidencing authority to sign the Bid Proposal in the name of the partnership and such Power of Attorney shall be signed by all partners of the partnership.

A Bid Proposal, which is signed for a corporation should have the correct corporate name thereof and the signature of the President, or other authorized officer(s) of the corporation, manually written below the corporate name and on the line indicating "By:_____." If such Bid Proposal is manually signed by an officer other than the president of the corporation, a certified copy of the Resolution of the Board of Directors evidencing the authority of such officer(s) to sign the Bid Proposal should be attached thereto. Such Bid Proposal should also bear the attested signature of the Secretary of the corporation and an impression of the corporate seal.

8. Delivery

The successful Bidder shall deliver equipment and/or materials as specified to the City of Mt. Pleasant, Division of Public Works, 1303 N. Franklin Street, Mt. Pleasant, Michigan, 48858, or as specified in the proposal. The proposal amount should include delivery F.O.B. Mt. Pleasant. All equipment, literature, manuals, warranty papers, and any other items listed in the specifications of the equipment or materials, must be delivered before payment in accordance with this contract.

March 23, 2012

CITY OF MT. PLEASANT, MICHIGAN
 2018 WATER TREATMENT PLANT CHEMICALS
BID PROPOSAL

TO: Office of the City Clerk
 City Hall
 320 W. Broadway Street
 Mt. Pleasant, MI 48858-2447

BID DATE: Tuesday, November 14, 2017
 TIME: 1:30 p.m.

In accordance with the specifications and other bid requirements heretofore provided, the undersigned agrees to provide the below listed bid items at the price(s) set forth below. **All chemicals except for caustic soda are one-year bids. Caustic soda is a six-month bid. The quantities listed below are annual usage estimates are not guaranteed purchase quantities.** This is a firm bid and not subject to withdrawal or change for a period of sixty (60) days.

<u>ITEM</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
ANIONIC POLYMER	2	TONS	\$ _____/Ton	\$ _____
CAUSTIC SODA*	400	TONS	\$ _____/Ton	\$ _____
*Please quote both per gallon and per ton pricing			\$ _____/Gal	\$ _____
LIQUID CO2	150	TONS	\$ _____/Ton	\$ _____
LIQUID FERRIC CHLORIDE	100	TONS	\$ _____/Ton	\$ _____
LIQUID SODIUM POLYPHOSPHATE	500	GALS	\$ _____/Gal	\$ _____
SODIUM FLUORIDE	4	TONS	\$ _____/Ton	\$ _____
SODIUM HYPOCHLORITE	40,000	GALS	\$ _____/Gal	\$ _____
QUICKLIME	800	TONS	\$ _____/Ton	\$ _____

TOTAL BID \$ _____
 (figures)

(written) _____ and _____/100 Dollars.

CERTIFICATION: WE HEREBY CERTIFY THAT THE CHEMICAL(S) DELIVERED TO THE CITY OF MT. PLEASANT, MICHIGAN MEETS OR EXCEEDS YOUR SPECIFICATIONS IN EVERY RESPECT. **Non-treatment quality quicklime shall be penalized by a 50% price credit for the entire load.**

COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

TELEPHONE _____ FAX _____

EMAIL _____

SIGNATURE OF AUTHORIZED OFFICER _____

PRINT OR TYPE NAME & TITLE _____

DATE _____

**CITY OF MT. PLEASANT, MICHIGAN
2018 WATER TREATMENT PLANT CHEMICALS BID**

GENERAL BID SPECIFICATIONS

Definitions: The following definitions shall apply in this Specification.

Purchaser: The CITY OF MT. PLEASANT, MICHIGAN, henceforth known as the City.

Vendor: The party supplying water treatment chemicals.

Material Safety Data Sheet: Each awarded supplier shall provide the CITY OF MT. PLEASANT, MICHIGAN with a complete copy of the U.S. Department of Occupational Safety and Health Administration, Material Safety Data Sheets, (Form OSHA-20), for each chemical bid.

Product Specification: Each awarded supplier shall provide a Product Specification sheet and Certificate of Compliance (ANSI/NSF Standard 60/61) for each chemical bid.

Quantity: These quantities shown are for estimated purposes only, not a guarantee of actual usage.

Basis of Award: The award will be to the supplier with the lowest unit cost for each chemical bid. The CITY OF MT. PLEASANT reserves the right to reject low bids which do not meet specifications. The award for supplying Liquid Carbon Dioxide is non-exclusive, and may be awarded to more than a single supplier.

Note: Previous experience and performance may be factors in making the award.

Contract Period: The contract period for all chemicals, except caustic soda, is for one (1) year, to start **January 1, 2018 through December 31, 2018**. **The contract period for caustic soda is for six months, to start January 1, 2018 through June 30, 2018.**

Deliveries: Supply and transport F.O.B. destination, freight pre-paid to the City of Mt. Pleasant's Water Treatment Plant and/or designated area on an "AS NEEDED" basis using the designated truck route within the City limits. Normal delivery hours are between 8:00 a.m. – 3:00 p.m., unless otherwise scheduled by the City.

Assignments: The vendor agrees not to assign or transfer this contract or any part thereof without the written consent of the CITY. Any unauthorized assignment may subject the contractor to immediate termination.

Errors / Omissions / Discrepancies: Any errors, omissions, or discrepancies in the specifications discovered by a prospective contractor and/or service provider shall be brought to the attention of Malcolm Fox, Supervisor, Water Treatment Plant, as soon after discovery as possible. Further, the contractor and/or service provider shall not be allowed to take advantage of errors, omissions, or discrepancies in the specifications.

Insurance Requirements: See attached Administrative Memo # 8-78.

Default: Is defined as the failure of the bidder to fulfill the obligations of the contract, including but not limited to: failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages). If continued abuse of any or all of the above conditions persists, the CITY will notify the contractor in writing. The contractor will be given ten days to correct this "Default" condition. Failure to do so within the specified period will result in the City's canceling the contract and procuring the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

Termination: The CITY reserves the right to terminate any award to the bidder for cause, without any liability, upon 10 days notice from the Director of Public Works or his authorized representative (see Default above).

Indemnification: The successful bidder agrees to defend, indemnify and hold harmless the City, its employees and agents from all claims and lawsuits arising out of its performance of this contract.

Other Terms: The CITY reserves the right to accept any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.

A typical analysis of the product the Bidders proposes to furnish must be supplied to the City's Water Treatment Plant, 4195 S. Lincoln Road, Mt. Pleasant, Michigan 48858, five (5) days prior to the bid opening. This information also may be faxed to (989) 773-5305 or emailed to mfox@mt-pleasant.org.

CONTACT: If you have any questions regarding this bid, please contact Malcolm Fox, Water Plant Supervisor, at (989) 779-5426 or (989) 779-5430, or send an email to mfox@mt-pleasant.org.

CITY OF MT. PLEASANT, MICHIGAN

ADMINISTRATIVE MEMO NO. 8-78

Issued: October 10, 1978

Revised: June 21, 1989

Subject: **MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS**

Summary Statement

The provision of adequate insurance by persons and businesses working for the city or on street right-of-way is essential to protect the public from the costs of injury or damage and to protect the city from unnecessary liability resulting from the acts of persons and businesses working for the city. Minimum insurance requirements are needed to provide this protection.

Memo

Persons or businesses which provide professional services to the city under the terms of a written contract or provide labor and/or material to accomplish work for the city or for others on or over street right-of-way or other city property shall carry insurance and bonds to protect the public and the City from exposure to unnecessary financial risks.

Prior to signing of contracts, issuance of purchase orders or permits, or other authorization to begin work, certificates of insurance evidencing the purchase of insurance in amounts not less than required by the Administrative memo or bid specifications, whichever is greater, shall be filed with City Clerk. Such certificates shall:

- a. Show that the insurance is currently in force and termination date of each policy.
- b. State the limits of liability of the policies covered by the certificate.
- c. Show that the CITY OF MT. PLEASANT, MICHIGAN is to be specifically named in policy as an "additional insured" and should be issued to the CITY OF MT. PLEASANT, MICHIGAN as the certificate holder.
- d. Provide that the City will receive not less than 10 days written notice of the cancellation of any listed policy.
- e. Be issued in the name of an insurance company authorized to conduct business in the State of Michigan.

Required bonds shall be filed with the City Clerk prior to the signing of contracts or other authorizations to proceed with work.

Insurance and bonds shall meet or exceed the following requirements. Exceptions to recognize more or less hazardous operations and financial risks should be considered and with approval of the City Manager may be made in specifications or contract requirements prior to awarding contracts or issuing purchase orders.

INSURANCE REQUIREMENTS

Type	Limit of Liability	Required of: City Contractor	Contractor On R-O-W
Worker's Compensation and Employer's Liability	Statutory Coverage B \$100,000	X	X
Public Liability (including products and completed operations liability)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each accident	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Automobile Liability (including hired cars and automobile non-ownership)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each occurrence	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Additional Insured Clause	CITY OF MT. PLEASANT, MICHIGAN to be specifically named in policy as an "additional insured"	X	X
Excess Liability (Required unless risk occurrence is nominal)	\$1,000,000 each	X	

Persons or businesses engaged to provide labor and material in an amount in excess of \$10,000, or who will receive partial payments as work progresses will provide labor, performance and material bonds equal to the value of the work being performed. Such bonds are not required where the work to be done is of a type in which the failure to perform will not adversely affect the city's ability to function or increase the city's cost of completing the work.

**CITY OF MT. PLEASANT, MICHIGAN
STANDARD SPECIFICATIONS FOR
LIQUID CARBON DIOXIDE**

The following specification incorporates the criteria and specifications of AWWA B510-06 and ANSI/NSF 60/61 standards.

Scope: This standard covers carbon dioxide for the use of treating municipal water supplies. The chemical is used to modify and control the pH of water.

Definition: Carbon Dioxide (CO₂) gas shall be delivered in a liquid form. Bids will be on a ton basis as CO₂.

The following definitions shall apply in this standard:

Manufacturer: *The party or parties that produce carbon dioxide, as covered in this standard.*

Vendor: *Any party that enters into a contract, either written or verbal, to supply carbon dioxide for purchase in accordance with this standard.*

Purchaser: *The party entering into a contract or agreement to purchase carbon dioxide in accordance with the provisions of this standard, in this case the CITY OF MT. PLEASANT, MICHIGAN, henceforth known as the City.*

Affidavit of Compliance: The purchaser requires an affidavit from the manufacturer or vendor that the carbon dioxide furnished under the purchaser's orders meets or exceeds the specifications of the AWWA B510-06 and ANSI/NSF 60/61 standards, and the requirements specified in this standard.

Rejection: If the carbon dioxide does not meet the requirements of this standard, the purchaser shall provide a notice of non-conformance to the vendor within 10 working days of receipt of the shipment at its point of destination. If the material is found to not meet the requirements of the standard, the responsibility of the removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor and the purchaser.

Impurities: The carbon dioxide provided under this standard shall contain no soluble or insoluble material, organic or inorganic, capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with carbon dioxide.

Shipment Labeling: Each shipment shall be labeled in accordance with current Department of Transportation standards.

Shipping and Delivery: Liquid carbon dioxide gas shall be shipped in trucks with a twenty-ton capacity. The delivery trucks shall be self-sufficient with regard to unloading the carbon dioxide into the City's 32-ton storage tank. The City shall accept weekday delivery between 8:00 a.m. and 3:00 p.m., unless otherwise arranged by the purchaser. The delivery driver must check in with Water Plant staff before unloading.

**CITY OF MT. PLEASANT, MICHIGAN
STANDARD SPECIFICATIONS
FOR LIQUID FERRIC CHLORIDE**

The following specification incorporates the criteria and specifications of AWWA B407-05 and ANSI/NSF 60/61 standards.

Scope: This standard covers liquid ferric chloride for use as a coagulant in treating municipal water supplies.

Definition: The liquid ferric chloride shall be supplied as a 40% solution. Bids shall be on a ton basis of 100% FeCl₃.

The following definitions shall apply in this standard:

Manufacturer: *The party that produces liquid ferric chloride, as covered in this standard.*

Purchaser: *The party entering into a contract or agreement to purchase liquid ferric chloride in accordance with the provisions of this standard, in this case the CITY OF MT. PLEASANT, MICHIGAN, henceforth known as the City.*

Vendor: *Any party that enters into a contract, either written or verbal, to supply liquid ferric chloride for purchase in accordance with this standard.*

Affidavit of Compliance: The City requires an affidavit from the manufacturer or vendor that the liquid ferric chloride furnished under the purchaser's orders meets or exceeds AWWA B407-05 and ANSI/NSF 60/61 specifications.

Basis of Rejection: If the material is found to not meet the requirements of this standard, the responsibility of removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor and the purchaser.

Impurities: The liquid ferric chloride provided under this standard shall contain no soluble or insoluble material, organic or inorganic, capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with liquid ferric chloride.

Shipment Labeling: Each shipment shall be labeled in accordance with current Department of Transportation standards. Each shipment is required to be labeled with the manufacturer, lot number, and the net weight.

Shipping and Delivery: Liquid ferric chloride shall be shipped in suitably lined, thoroughly cleaned tank trucks of 3000-7000 gallon capacity. The delivery trucks shall be self-sufficient with regard to unloading the liquid ferric chloride into the City's two 5,000-gallon storage tanks. The City shall supply a flanged connection on its two-inch liquid ferric chloride fill line. The City shall accept weekday delivery between **8:00 a.m. and 3:00 p.m.**, unless otherwise arranged by the purchaser.

**CITY OF MT. PLEASANT, MICHIGAN
STANDARD SPECIFICATIONS
FOR SODIUM FLUORIDE**

The following standard incorporates the criteria and specifications of AWWA B701-06 and ANSI/NSF 60/61 standards.

Scope: This standard covers Sodium Fluoride as a fluoride source for use as a municipal water treatment prophylaxis.

Definition: Sodium fluoride will be delivered in fifty-pound bags. Sodium fluoride shall be coarse crystalline grade suitable for municipal water treatment. Bids will be on a one hundred pound basis.

The following definitions shall apply in this standard:

Manufacturer: *The party that produces sodium fluoride, as covered in this standard.*

Vendor: *Any party that enters into a contract, either written or verbal, to supply sodium fluoride for purchase in accordance with this standard.*

Purchaser: *The party entering into a contract or agreement to purchase sodium fluoride in accordance with the provisions of this standard, in this case the CITY OF MT. PLEASANT, MICHIGAN, henceforth known as the City.*

Affidavit of Compliance: The purchaser requires an affidavit from the manufacturer or vendor that the sodium fluoride furnished under the purchaser's orders meets or exceeds the specifications of the AWWA B701-06 and ANSI/NSF 60/61 standards, and the requirements specified in this standard.

Rejection: If the sodium fluoride is found to not meet the requirements of this standard, the responsibility of the removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor and the City.

Impurities: The sodium fluoride provided under this standard shall contain no soluble or insoluble material, organic or inorganic, capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with sodium fluoride.

Shipment Labeling: Each shipment shall be labeled in accordance with current Department of Transportation standards. Each shipment is required to be labeled with the manufacturer, lot number, and the net weight.

Shipping and Delivery: Sodium fluoride shall be delivered in skid mounted fifty-pound bag shipments. The trucks shall be self-sufficient with regard to unloading the sodium fluoride onto the City's receiving loading dock. The City shall accept weekday delivery between **8:00 a.m. and 3:00 p.m.**, unless otherwise arranged by the purchaser.

**CITY OF MT. PLEASANT, MICHIGAN
STANDARD SPECIFICATIONS FOR
QUICKLIME**

The following specification incorporates the criteria and specifications of AWWA B202-02 and any applicable National Sanitation Foundation (NSF) specifications.

Scope: This standard covers pebble quicklime for the use of treating municipal water supplies. It sets forth the tests, guarantees and other conditions pertaining thereto. The chemical is used as a softening agent, i.e., the removal of calcium and magnesium from raw water.

The quicklime shall meet the following requirements. Failure to meet any of them will be sufficient cause for rejection.

Definition: Quicklime is the product resulting from the calcinations of limestone, shell, or equivalent. This standard covers only limes, which are composed mainly of calcium oxide. Special limes such as dolomitic limes are not subject to the specifications contained herein. Quicklime consists primarily of calcium oxide (CaO), and to a lesser extent magnesium oxide (MgO). Hydrated lime is a finely divided powder, which results from the hydration of quicklime with enough water to satisfy its chemical affinity.

The following definitions shall apply in this standard:

Manufacturer: *The party that produces quicklime, as covered in this standard.*

Purchaser: *The party entering into a contract or agreement to purchase quicklime (typically from the Vendor) in accordance with this standard, in this case the CITY OF MT. PLEASANT, MICHIGAN, henceforth known as the City.*

Vendor: *The party entering into a contract or agreement to ship and supply quicklime in accordance to this standard.*

Compliance: The City requires (1) An affidavit of compliance from the manufacturer or vendor that the quicklime furnished under the purchaser's specification complies with all applicable requirements of this standard; (2) A certified analysis of the quicklime furnished by either the vendor or the manufacturer; and (3) An affidavit of compliance with AWWA B202-02 and NSF/ANSI 60/61.

Purchase of Quicklime: The purchase of quicklime shall be based on 90% available calcium oxide (CaO). In the event that any shipment has a calcium oxide content of less than 90%, the City shall deduct a penalty of 5% of the contract price for each 1% of calcium content below 90%. In no case shall the available calcium oxide (CaO) content be less than 80%.

The quicklime provided shall be of the "quick-slaking" type and shall disintegrate into a solution of finely divided particles upon addition to water. This reaction shall be evidenced by a production of heat, raising the temperature of the solution to 40° C in three minutes, and the entire slaking reaction should be complete in approximately ten minutes. Slaking of the quicklime shall not produce an objectionable amount of undis-

solved or insoluble material, and shall not in any way interfere with the feeding machinery used to feed quicklime.

Basis for Rejection: Failure to meet the specifications of this standard shall be considered grounds for rejection of the material.

The basis of rejection shall be the following:

- A. Available CaO content less than 80 percent. This percentage represents a minimum chemical requirement.
- B. Failure of the quicklime to produce more than 10° rise in temperature in three minutes.
- C. The production of more than five percent insoluble material upon slaking.
- D. Determination of impurities in excess of those specified in the section following labeled "Impurities".

Notice of Nonconformance: *Notice of Nonconformance* with a shipment as caused by the failure of the material to meet the specifications contained herein, shall be provided to the vendor within 15 calendar days after receipt of the shipment in question. The purchaser's results shall prevail unless the vendor notifies the purchaser, within five working days after receipt of the Notice of Nonconformance, that a retest is desired. On receipt of the request for a retest, the purchaser shall forward one of the samples taken in accordance with the section following labeled "Testing Methods", to the vendor. In the event that the results determined by the vendor do not agree with those of the purchaser, a second sample, as above, shall be forwarded to a referee laboratory agreed upon by both parties. The results of the referee laboratory shall be accepted as final. The vendor shall pay the cost of the referee analysis if the material in question is found not to meet the specifications of this standard and by the purchaser if the material does meet the specifications.

If the material does not meet the requirements of the purchaser, the vendor shall assume full responsibility for the removal of the material from the premises of the purchaser or the point of destination unless some agreement is reached between the purchaser and the vendor that a price adjustment can be made.

Physical Requirements: The quicklime supplied shall be three quarter inch pebble lime and in no case shall it exceed the following limits: None shall be retained on a one inch sieve and not more than 5% shall pass a one quarter inch (0.25") sieve.

Chemical Requirements: Quicklime supplied under this specification shall be freshly burned and free of carbonate solids and siliceous residue. Insoluble material shall not exceed 5% by weight upon slaking.

Impurities: The quicklime supplied under this specification shall contain no inorganic or organic material in quantities capable of producing deleterious or injurious effects on the health of persons consuming water that has been properly treated with lime and/or lime products. The quicklime shall conform both to NSF/ANSI standard 60/61 and to AWWA B202-02.

Sampling Method: Samples shall be collected as per AWWA B202-02 or any applicable standard from the material being loaded into the delivery truck at the point of origin, and provided to the plant operator before unloading can begin. Samples shall be collected in airtight containers.

Testing Methods: Sample collection, testing methods, and any other relevant tests shall be performed in accordance with the AWWA Standard for Quicklime, ANSI/AWWA B202-02. Modifications of these procedures may be used only if they result from mutual agreement between the vendor and the purchaser.

Marking: Each shipment shall be labeled in accordance to current Department of Transportation standards. These labels may include such information as contents, lot number, net weight, manufacturer and any applicable safety warnings.

Shipping and Delivery: Quicklime shall be supplied in trucks with a capacity of 20-50 tons. The trucks shall be pressurized pneumatic self-unloading types, capable of delivering quicklime into the two 55-ton lime storage bins at the Mt. Pleasant Water Treatment Plant. The City will supply a flanged connection on its four-inch lime fill lines. The truck and its compressor shall be equipped with a muffler or other suitable noise suppression equipment. The City shall accept weekday delivery between 8:00 a.m. hours and 3:00 p.m. hours, unless otherwise arranged by purchaser.

The net weight of the shipment shall not deviate from the recorded weight by more than 1.5 percent. The City may require that the vendor supply, on receipt of the shipment, a certificate of certified weight attesting to the actual weight of the shipment in question.

If the reported weight of the shipment is found to be less than the actual weight, using any of the methods described above or as agreed to by the City and the vendor, the City may accept the shipment, reject the shipment, or agree to a price adjustment accounting for the weight deficiency.

Delivery of Non-Water Treatment Grade Lime: Quicklime must be water treatment quality grade unless by special arrangement with the City. Grade of lime and point of origin must be indicated on the shipping documents. **Non-treatment quality quicklime shall be penalized by a 50% price credit for the entire load.**

**CITY OF MT. PLEASANT, MICHIGAN
STANDARD SPECIFICATIONS
FOR SODIUM HYPOCHLORITE**

The following specification incorporates the criteria and specifications of AWWA B300-04 and any applicable National Sanitation Foundation (NSF) specifications.

Scope: This standard pertains to sodium hypochlorite for use in the treatment of municipal water supplies.

Definition: Sodium Hypochlorite (NaOCl) is a clear light-yellow liquid containing up to 16.0 g/l (16 trade percent) of available chlorine. Bids will include price per gallon of NaOCl at 16%.

The following definitions shall apply in this standard:

Manufacturer: *The party that produces sodium hypochlorite, as covered in this standard.*

Purchaser: *The party entering into a contract or agreement to purchase sodium hypochlorite in accordance with the provisions of this standard, in this case the CITY OF MT. PLEASANT, MICHIGAN, henceforth known as the City.*

Vendor: *Any party that enters into a contract, either written or verbal, to supply sodium hypochlorite for purchase in accordance with this standard.*

Affidavit of Compliance: The City requires an affidavit from the manufacturer or vendor that the sodium hypochlorite furnished under the purchaser's orders meets or exceeds AWWA B300-04 and ANSI/NSF 60/61 standards.

Notice of Nonconformance: - If the hypochlorite does not meet the requirements of this standard, the purchaser shall provide a notice of nonconformance to the vendor within 10 working days of receipt of the shipment at its point of destination. The results of the purchaser's test shall prevail unless the vendor notifies the purchaser within five working days of receipt of the notice of nonconformance that a retest is desired. On receipt of the request for a retest, the purchaser shall forward to the vendor one of the sealed samples taken in accordance with the "Sampling Method" section included in this specification. In the event that the retest results do not agree with the test results of the purchaser, another sealed sample shall be forwarded to a referee laboratory agreed upon by both parties for analysis. The results of the referee laboratory's analysis shall be considered final. If the shipment is found to be in compliance with this standard, then the purchaser shall assume the cost of the referee laboratory. If the shipment is found not to meet the specifications of this standard, the vendor shall assume the cost of the referee laboratory.

If material delivered is found to not meet the requirements of this standard, the responsibility of removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor and the purchaser.

Physical Requirements: Sodium Hypochlorite (NaOCl) shall be delivered as a clear liquid containing not more than 0.15 percent insoluble matter by weight. It should be filtered before delivery.

Chemical Requirements: The Sodium Hypochlorite shall contain between 15 and 16 percent available chlorine by volume (trade percent). In the event the available chlorine by volume (trade percent) is lower than specified, the City shall deduct a penalty as follows:

1. Available chlorine between 14 & 15 trade percent, a penalty of 5% of the contract price shall be deducted.
2. Available chlorine between 13 & 14 trade percent, a penalty of 10% of the contract price shall be deducted.
3. Available chlorine between 12 & 13 trade percent, a penalty of 15% of the contract price shall be deducted.

In any event, if the available chlorine is below 12 trade percent, this will be reason for rejection of the shipment. The vendor will agree to return a rejected shipment.

The total free alkali in sodium hypochlorite (as NaOH) shall not exceed 1.5% by weight. The pH of the hypochlorite solution shall be between 12 and 13 at delivery.

Impurities: The sodium hypochlorite provided under this standard shall contain no soluble or insoluble material, organic or inorganic, capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with sodium hypochlorite. The concentration of chlorite and chlorate shall not exceed levels recommended by AWWA standards.

In an effort to minimize impurities, the sodium hypochlorite delivered by the vendor shall be freshly made up for each delivery. That is, a shipment shall not be more than 24 hours old.

Sampling Method: The sample shall be taken at the point of destination, in accordance to AWWA B300-04.

Testing Methods: All testing shall be done in accordance to the most current and applicable AWWA standard for sodium hypochlorite. The following is a partial list of chemical and physical characteristics that may be tested for:

1. Available chlorine, in mg/L or trade percent
2. Free alkali as NaOH
3. Insoluble matter or impurities
4. Chlorite
5. Chlorate

Marking: Each shipment should be labeled in accordance with current Department of Transportation standards. Each shipment is required to be labeled with the manufacturer, lot number, and the net weight.

Shipping and Delivery: Sodium Hypochlorite shall be delivered in 5000-gallon shipments. The trucks shall be self-sufficient with regard to unloading the hypochlorite into the City's two 6000-gallon storage tanks. The City will supply a flanged connection on its two-inch hypochlorite fill line. The City will accept weekday delivery between **8:00 a.m. and 3:00 p.m.**, unless otherwise arranged by the purchaser.

**CITY OF MT. PLEASANT, MICHIGAN
STANDARD SPECIFICATIONS
FOR CAUSTIC SODA**

The following specification incorporates the criteria and specifications of AWWA B501-03 and any applicable National Sanitation Foundation (NSF) specifications.

Scope: This standard pertains to caustic soda for use in the treatment of municipal water supplies.

Definition: Caustic Soda is a 50% solution of Membrane Cell grade sodium hydroxide (NaOH). Bids will be on a dry ton basis.

The following definitions shall apply in this standard:

Manufacturer: *The party that produces caustic soda, as covered in this standard.*

Vendor: *Any party that enters into a contract, either written or verbal, to supply caustic soda for purchase in accordance with this standard.*

Purchaser: *The party entering into a contract or agreement to purchase caustic soda in accordance with the provisions of this standard, in this case the CITY OF MT. PLEASANT, MICHIGAN, henceforth known as the City.*

Affidavit of Compliance: The City requires an affidavit from the manufacturer or vendor that the caustic soda furnished under the purchaser's orders meets or exceeds the specifications of the AWWA B501-03 and NSF/ANSI 60/61 standards, and the requirements specified in this standard.

Rejection: If the material is found to not meet the requirements of this standard, the responsibility of removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor and the purchaser.

Physical and Chemical Requirements: Caustic Soda shall be delivered as a 50% solution of membrane grade liquid sodium hydroxide.

Impurities: The caustic soda provided under this standard shall contain no soluble or insoluble material, organic or inorganic, capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with caustic soda. Heavy metals (Pb, Hg, As) concentration must meet the requirements of food chemical codex.

Shipment Labeling: Each shipment shall be labeled in accordance with current Department of Transportation standards. Each shipment is required to be labeled with the manufacturer, lot number, and the net weight.

Shipping and Delivery: Caustic soda shall be delivered in 4500-5000 gallon shipments. The trucks shall be self-sufficient with regard to unloading the caustic soda into the City's two 9700-gallon NaOH storage tanks. The trucks shall maintain the temperature of the caustic at a minimum 92° F during all weather conditions. The City shall supply a flanged connection on its two-inch fill line. The City shall accept weekday delivery between **8:00 a.m. and 3:00 p.m.**, unless otherwise arranged by the purchaser.

**CITY OF MT. PLEASANT, MICHIGAN
STANDARD SPECIFICATIONS FOR
ANIONIC POLYMER**

The following standard incorporates the criteria and specifications of any applicable AWWA and NSF standards, including AWWA B453-06.

Scope: This standard pertains to anionic polymer for use with lime softening water treatment.

Definition: Anionic polymer will be bid on a ton basis. The vendor shall provide technical assistance in determining optimum dose.

The following definitions shall apply in this standard:

Manufacturer: *The party that produces anionic polymer, as covered in this standard.*

Vendor: *Any party that enters into a contract, either written or verbal, to supply anionic polymer for purchase in accordance with this standard.*

Purchaser: *The party entering into a contract or agreement to purchase anionic polymer in accordance with the provisions of this standard, in this case the CITY OF MT. PLEASANT, MICHIGAN, henceforth known as the City.*

Affidavit of Compliance: The City requires an affidavit from the manufacturer or vendor that the anionic polymer furnished under the purchaser's orders meets or exceeds applicable AWWA and ANSI/NSF 60/61 standards, and the requirements specified in this standard.

Rejection: If the anionic polymer is found to not meet the requirements of this standard, the responsibility of the removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor and the purchaser.

Physical and Chemical Requirements: The food grade emulsion anionic polymer must be suitable for use in lime softening upflow clarifiers. A concentration of 15% - 20% is required.

Impurities: The anionic polymer provided under this standard shall contain no soluble or insoluble material, organic or inorganic, capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with anionic polymer.

Shipment Labeling: Each shipment shall be labeled in accordance with current Department of Transportation standards.

Shipping and Delivery: Anionic polymer shall be delivered in 55-gallon barrels. The barrels shall have a molded lip to enable handling with a barrel cart. The vendor will use a delivery truck capable of placing the barrels directly on the water plant loading dock without use of a City forklift. The City shall accept weekday delivery between 8:00 a.m. and 3:00 p.m., unless otherwise arranged by the purchaser.

**CITY OF MT. PLEASANT, MICHIGAN
STANDARD SPECIFICATIONS
FOR LIQUID SODIUM POLYPHOSPHATE**

The following standard incorporates the criteria and specifications of the AWWA B502-05, B503-05, or B504-05 standards, and the ANSI/NSF 60/61 standards.

Scope: This standard pertains to sodium polyphosphate as a sequestering agent during municipal water treatment.

Definition: Food grade liquid, sodium polyphosphate will be delivered in thirty- or fifty-five gallon drums. Bids will be on a ton basis of polyphosphate.

The following definitions shall apply in this standard:

Manufacturer: *The party that produces sodium polyphosphate, as covered in this standard.*

Vendor: *Any party that enters into a contract, either written or verbal, to supply sodium polyphosphate for purchase in accordance with this standard.*

Purchaser: *The party entering into a contract or agreement to purchase sodium polyphosphate in accordance with the provisions of this standard, in this case the CITY OF MT. PLEASANT, MICHIGAN, henceforth known as the City.*

Affidavit of Compliance: The purchaser requires an affidavit from the manufacturer or vendor that the sodium polyphosphate furnished under the purchaser's orders meets or exceeds the specifications of the AWWA B502-05, B503-05, or B504-05, and ANSI/NSF 60/61 standards, and the requirements specified in this standard.

Rejection: If the sodium polyphosphate is found to not meet the requirements of this standard, the responsibility of the removal from the point of destination shall fall wholly on the vendor. An exception to this point may be made if a price adjustment is made between the vendor and the purchaser.

Physical and Chemical Requirements: Food grade liquid poly-phosphate suitable for use in a lime softening municipal water treatment plant.

Impurities: The sodium polyphosphate provided under this standard shall contain no soluble or insoluble material, organic or inorganic, capable of producing deleterious or injurious effects on the health of those consuming water that has been properly treated with sodium polyphosphate.

Shipment Labeling: Each shipment shall be labeled in accordance with current Department of Transportation standards.

Shipping and Delivery: Liquid sodium polyphosphate shall be delivered in 30- or 55-gallon drums. The drums will have a molded lip to enable handling with a barrel cart. The vendor will use a delivery truck capable of placing the drums directly on the water plant loading dock without use of a forklift. The City shall accept weekday delivery between **8:00 a.m. and 3:00 p.m.**, unless otherwise arranged by the purchaser.

**CITY OF MT. PLEASANT, MICHIGAN
STANDARD SPECIFICATIONS FOR
QUICKLIME**

**DELIVERY ADDENDUM
FROST LAW SEASONAL DELIVERIES**

During the period each year when Isabella County, Michigan weight restrictions due to frost levels are in effect, the lime vendor shall deliver Quicklime using methods that conform to the County rules and regulations. These methods may include reduced load sizes and/or designated truck routes.

Additional costs from the reduced load sizes may occur and should be submitted to the city for reimbursement.

City of Mt. Pleasant, Michigan

ADMINISTRATIVE MEMO NO 8-78

Issued: October 10, 1978

Revised: June 21, 1989

Subject: **MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS**

Summary Statement

The provision of adequate insurance by persons and businesses working for the city or on street right-of-way is essential to protect the public from the costs of injury or damage and to protect the city from unnecessary liability resulting from the acts of persons and businesses working for the city. Minimum insurance requirements are needed to provide this protection.

Memo

Persons or businesses which provide professional services to the city under the terms of a written contract or provide labor and/or material to accomplish work for the city or for others on or over street right-of-way or other city property shall carry insurance and bonds to protect the public and the City from exposure to unnecessary financial risks.

Prior to signing of contracts, issuance of purchase orders or permits, or other authorization to begin work, certificates of insurance evidencing the purchase of insurance in amounts not less than required by the Administrative memo or bid specifications, whichever is greater, shall be filed with City Clerk. Such certificates shall:

- a. Show that the insurance is currently in force and termination date of each policy.
- b. State the limits of liability of the policies covered by the certificate.
- c. Show that the City of Mt. Pleasant is to be specifically named in policy as an "additional insured" and should be issued to the City of Mt. Pleasant as the certificate holder.
- d. Provide that the City will receive not less than 10 days written notice of the cancellation of any listed policy.
- e. Be issued in the name of an insurance company authorized to conduct business in the State of Michigan.

Required bonds shall be filed with the City Clerk prior to the signing of contracts or other authorizations to proceed with work.

Insurance and bonds shall meet or exceed the following requirements. Exceptions to recognize more or less hazardous operations and financial risks should be considered and with approval of the City Manager may be made in specifications or contract requirements prior to awarding contracts or issuing purchase orders.

INSURANCE REQUIREMENTS

Type	Limit of Liability	Required of: City Contractor	Contractor On R-O-W
Worker's Compensation and Employer's Liability	Statutory Coverage B \$100,000	X	X
Public Liability (including products and completed operations liability)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each accident	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Automobile Liability (including hired cars and automobile non-ownership)			
Bodily Injury	\$250,000 each person	X	X
	\$500,000 each occurrence	X	X
Property Damage	\$250,000 each accident	X	X
	\$250,000 each aggregate	X	X
Additional Insured Clause	City of Mt. Pleasant to be specifically named in policy as an "additional insured"	X	X
Excess Liability (Required unless risk occurrence is nominal)	\$1,000,000 each	X	

Persons or businesses engaged to provide labor and material in an amount in excess of \$10,000, or who will receive partial payments as work progresses will provide labor, performance and material bonds equal to the value of the work being performed. Such bonds are not required where the work to be done is of a type in which the failure to perform will not adversely affect the city's ability to function or increase the city's cost of completing the work.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see Instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number to Give the Requester

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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

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