



# REQUEST FOR PROPOSAL

RFP 062014

Bay County Information Systems  
Computer Servers

THOMAS HICKNER  
BAY COUNTY EXECUTIVE

**REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER**

IF FOR ANY REASON YOU CANNOT RETURN THIS BID, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

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<b>DATE OF REQUEST</b>	MAY 9, 2014
<b>REFERENCE PROPOSAL NUMBER</b>	RFP 062014
<b>PROPOSED DATE/TIME REQUIRED</b>	MAY 23, 2014 10:00 A.M.
<b>SUBMIT PROPOSAL TO</b>	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE BAY CITY, MI 48708-5128
<b>MARK PROPOSAL</b>	“BAY COUNTY INFORMATION SYSTEMS DIVISION COMPUTER SERVERS AND STORAGE AREA NETWORKS” DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

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The Bay County Purchasing Division on behalf of the Bay County Information Services Division will be accepting proposals for two (2) Dell servers and two (2) Dell Storage Area Networks (SAN).

Currently, Bay County utilizes DELL equipment. Due to risk of inoperability with current system and infrastructure, DELL equipment is required.

## **SPECIFICATIONS:**

### **I. Minimum Hardware Specifications:**

#### **Primary SAN**

- 2 x 1GB iSCSI Dual Port IO Cards – One per controller
- 2 x Quad Port SAS IO Card – One per controller
- 10K SAS Drivers
- 2 x 24 Bay SAS Enclosure
- SAS Cables
- Minimum of 3200 Sustained IOPS
- 20TB usable space, including RAID and Hotspare
- Disk latency no more than 2 milliseconds
- Hardware support for 5 years

#### **Disaster Recovery SAN**

- Single Storage Controller - 16GB of Memory
- 1 x 1GB iSCSI Dual Port IO Cards
- 1 x Quad Port SAS IO Card
- 18 x 2TB 7k 3.5" SAS Drives
- SAS Cables
- 23TB Usable space includes RAID and Hotspare
- Minimum of 1280 Sustained IOPs
- Hardware support for five years

#### **Compellent System Software**

- **Automated Tiered Storage**
- **Thin Provisioning**
- **Thin Replication**
- **Continuous Snapshots**
- **Boot from SAN**
- **Advanced Virtualization**
- Dynamic Capacity Licenses
- Data Insight Replay Licenses
- Storage Center Core Licenses
- Enterprise Manager Foundation
- Enterprise Manager Reporter
- Virtual Ports Licenses
- Replay Manager Enterprise
- Replication and Live Volume on Primary and Remote SAN
- Software support for five years

## **Primary Server**

- DELL PowerEdge 720 Server
  - Risers with up to 6, x 8 PCIe Slots + 1 x 16 PCIe Slot
  - 1 GB Network Interface Card
  - VFlash, 8GB SD Card for iDRAC Enterprise
  - iDRAC Enterprise
  - 1 GB Network Daughter Card
  - 2.5" Chasis with up to 16 drives
  - RAID 1 for HP710P/H710/H310(2 HDDs)
  - PERC H710 Integrated RAID Controller, 512MB NV Cache
  - 2.0 GHz Processor with 20M Cache, 8.0GT/s QPI, Turbo, 8C 95W, Max Memory 1600MHz
  - 2.0 GHz Processor with 20M Cache, 8.0GT/s QPI, Turbo, 8C 95W
  - Heat Sync
  - Performance Optimized
  - DIMM Blanks for Systems with 2 Processors
  - 16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x 4 Data Width (Quantity 12)
  - 300GB 15KB SAS 6Gbps, 2.5 inch Hot-plug Hard Drive (Quantity 2)
  - SATA DVD-ROM
  - Mission Critical Package of 4 Hour 7x24 On-site Service with Emergency Dispatch
  - Power cord, NEMA 5-15P to C13, 15amp, wall plug, 10 feet/ 3 meter (Quantity 2)
  - Hardware support for five years

## **Offsite Server**

- DELL PowerEdge 720 Server
  - Risers with up to 6, x 8 PCIe Slots + 1 x 16 PCIe Slot
  - 1 GB Network Interface Card
  - VFlash, 8GB SD Card for iDRAC Enterprise
  - iDRAC Enterprise
  - 1 GB Network Daughter Card
  - 2.5" Chasis with up to 16 drives
  - RAID 1 for HP710P/H710/H310(2 HDDs)
  - PERC H710 Integrated RAID Controller, 512MB NV Cache
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  - 300GB 15KB SAS 6Gbps, 2.5 inch Hot-plug Hard Drive (Quantity 2)
  - SATA DVD-ROM
  - Mission Critical Package of 4 Hour 7x24 On-site Service with Emergency Dispatch
  - Power cord, NEMA 5-15P to C13, 15amp, wall plug, 10 feet/ 3 meter (Quantity 2)
  - Hardware support for five years

## II. **Services Specifications:**

- Onsite implementation of Compellent SAN
- Setup software features and reporting
- Testing functionality and failover
- Tune and optimize performance
- Detailed documentation of the SAN along with Visio diagram of the connections
- Integration into existing VMWare Cluster
- Integration into the new SAN environment
- Integration into the networking environment
- Test vMotion, Failover, HA, and component failures
- Perform tuning and performance optimization
- Detailed documentation and instructions of cluster with Visio diagram of the connections
- Migrate data associated with the virtual environment from the current physical servers
- Provide migration steps to limit downtime
- Detailed Compellent SAN and Integration training
- Multi-Pathing and Redundancy
- VMware high availability
- iSCSI and FC Fabric System Best Practices
- Operating System settings and optimization for optimal performance and redundancy
- Template and Thin Clone creation
- Backup and Redundancy integration
- Documentation to aid in reference and best practices
- Turn-key service
- Manufacturer support for five years

### **ADDITIONAL REQUIREMENTS:**

Compellent is required for live replication instead of manually moving data and risk of downtime. This will be a production system supporting hundreds of users.

Bay County requires 24x7 support with a 4 hour window of on-site emergency dispatch to comply with service levels to users.

VMWare is currently used with the system and this new equipment will utilize VMWare for virtualization.

Documentation of the system along with Visio diagrams will assist Bay County's Information System Department to have working knowledge of the new system and be able to troubleshoot as necessary if any issues were to arise. Training and support will be needed to enable Bay County Information Systems Department to perform any minor maintenance as it arises in the future.

The RAM in the server is listed as 192GB. However, Bay County needs the ability to increase the amount of RAM. The modules can be configured in 16 or 32 GB module. Hardware and software support is needed for five years as that is the minimum life cycle of our equipment.

Bay County needs a minimum of a 2.0 GHz processor for the server CPU and multiple cores with a minimum of 3200 Sustained IOPS. This is a **minimum** requirement. If there is a faster processor to increase our performance, Bay County will consider the increase with additional pricing options provided. The hardware should not be limited but allow for future expansion of speed and hard drive as well.

**CONTENTS OF PROPOSAL PACKET:**

1. Proposals will only be accepted on the attached form. Please attach specification sheets. **(SEE ATTACHMENT A)**
2. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **(SEE ATTACHMENT B)**
3. Each bidder is requested to complete the attached business information forms. This attachment will not be considered in awarding or rejecting the Proposal, but the bidder awarded the Contract will need to submit this information prior to the purchase order release. **(SEE ATTACHMENT C)**

**GENERAL INFORMATION:**

1. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at [mooref@baycounty.net](mailto:mooref@baycounty.net); failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFP, Bidder agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Bidder's Proposal.
4. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.

5. TAX-EXEMPT STATUS: Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
6. FOIA: All bids are confidential until the listed bid opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
7. RESPONSIBILITY: Bidders are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7<sup>th</sup> Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

8. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
  - a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
  - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
  - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
  - d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
  2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
9. **COST OF DEVELOPING PROPOSAL:** The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.
10. **PROPOSAL DELIVERY:** Proposals must be returned no later than **May 23, 2014, @ 10:00 A.M.** in a sealed envelope clearly marked "**Bay County Information Systems Division Computer Servers and Storage Area Networks**"--- **Deliver to the Purchasing Office immediately.** Please provide two (2) printed copies of the submission as well and an electronic PDF file. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 7<sup>th</sup> Floor, Bay City, Michigan 48708.

**The County will not accept proposals sent by FAX machine or E-mail.**

11. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
12. **PROPOSAL OPENING:** There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7<sup>th</sup> Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
13. **PROPOSAL REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
14. **PROPOSAL AWARD:** In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.
15. **CONTRACT:** The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.

16. **DISPUTES:** In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7<sup>th</sup> Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**
17. **QUESTIONS:** All questions about this RFP must be directed by May 19, 2014, in writing, via email, to:

Frances Moore  
Purchasing Agent  
[mooref@baycounty.net](mailto:mooref@baycounty.net)

**ADA ASSISTANCE:** The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Tim Quinn  
Director of Personnel and Employee Relations  
and Corporation Counsel  
Bay County Building  
515 Center Ave. 3<sup>rd</sup> Floor  
Bay City, MI 48708-5128  
(989) 895-4098  
(989) 895-4049 TDD

Frances Moore, Purchasing Agent  
Bay County Finance Department  
Purchasing Division  
Bay County Building  
515 Center Ave. 7<sup>th</sup> Floor  
Bay City, MI 48708  
989-895-4037  
[mooref@baycounty.net](mailto:mooref@baycounty.net)

**This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website [www.baycounty-mi.gov](http://www.baycounty-mi.gov).**

BID SUMMARY

DELL EQUIPMENT	QUANTITY	PRICE	EXTENDED PRICE
Server	2	\$	\$
SAN	2	\$	\$
<b>TOTAL EQUIPMENT COST</b>			<b>\$</b>

Please list any addition costs:

_____	\$ _____
_____	\$ _____
_____	\$ _____

**CERTIFICATION**

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

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

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

**BUSINESS INFORMATION**

# BAY COUNTY BIDDER SET UP REQUEST

Return completed form to: Bay County Purchasing  
515 Center Avenue, Suite 701, Bay City MI 48708

<b>Bay County Use Only</b>	Bidder No.: _____
Review Date: _____	Reviewer's Initials: _____
1099: Yes <input type="checkbox"/> No <input type="checkbox"/>	
1099: <input type="checkbox"/> 3-Per Diem <input type="checkbox"/> 6-Medical <input type="checkbox"/> 7-Atty/Non-Employee Comp	

**INSTRUCTIONS:** Bay County Bidder Set Up Request form is in three (3) parts.  
Page 1 of 3: Includes Bidder identification, W-9, and contact information.  
Page 2 of 3: Electronic Payment Set Up Request. Not available to one-time Bidders.  
Page 3 of 3: W-9 form. Only exception, one-time Bidders.  
**An incomplete form will NOT be processed.**

Authorized Department Signature: \_\_\_\_\_ Date: \_\_\_\_\_

New Bidder? Yes  No  Unsure  If no, Bidder number: \_\_\_\_\_  
One-time Bidder? Yes  No  Unsure

If one time Bidder, SKIP SECTION I and Contact Person fields below.  
If restitution or refund payment, select one box only and SKIP SECTION I.

Refund payment? Yes  Restitution? Yes   
Bay County employee? Yes  No   
Information change only? Yes  If yes, fill out information change(s) only. Check  next to change, below.

What goods or services will you provide to Bay County? <input type="checkbox"/> Service: _____ <input type="checkbox"/> Product/Supply: _____ <input type="checkbox"/> Attorney/Medical: _____
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Bidder Name: \_\_\_\_\_  
 DBA: \_\_\_\_\_  Not applicable.  
 Contact Person Phone: \_\_\_\_\_  Fax: \_\_\_\_\_  
 Contact Person Email: \_\_\_\_\_ \*\*\*  
 Bidder Address: \_\_\_\_\_  
 Bidder Payment Address, if different from above: \_\_\_\_\_  
 \*\*\*Optional - Email to receive purchase orders electronically: \_\_\_\_\_

### BAY COUNTY BIDDER ELECTRONIC PAYMENT SET UP REQUEST

Return completed form to: Bay County Purchasing, 515 Center Avenue, Suite 801, Bay City MI 4808

Bidder /Company Name: \_\_\_\_\_

Date: \_\_\_\_\_ Bidder number, if known.: \_\_\_\_\_ Bay County Employee

Financial Institution Name: \_\_\_\_\_

Financial Institution Address: \_\_\_\_\_

Account Type:  Checking  Savings

Bank Routing Number: \_\_\_\_\_  
Your bank will have this information.

Account No.: \_\_\_\_\_

Email Address to Receive Deposit Advice: \_\_\_\_\_

Bidder /Company Contact Name: \_\_\_\_\_

Bidder /Company Contact Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The above listed company (Company) sells goods and/or services to Bay County located in Bay City, Michigan. Bay County desires to make payments for such goods and/or services electronically through the ACH Network. COMPANY agrees to grant such flexibility.

Therefore, COMPANY hereby (1) authorizes Bay County to make payments for goods and/or services by ACH, (2) certifies that it has selected the stated depository financial institution, and (3) directs that all such payments be made as provided above.

COMPANY understands that you (Bay County) will verify the information provided above and, in the absence of a discrepancy or other unusual circumstances will begin the direct deposit of payments for goods and/or services within 15 days of your receipt of this form. In the event of a discrepancy, COMPANY understands that COMPANY will be required to provide corrected information by completing a new form. COMPANY acknowledges and agrees that the terms and conditions of all agreements with Bay County concerning the method and timing of payments for goods and/or services shall be amended as provided herein.

**COMPANY will give thirty (30) days advanced written notice to Bay County of any changes in depository financial institution or other payment instructions.**

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_ Date: \_\_\_\_\_

**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.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
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 Line 1 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.

**Note.** If the account is in more than one name, see 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:

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).

**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 4.

<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.

**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, 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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,