

NAUGATUCK, CONNECTICUT

Request for Qualifications for Medical Examinations, Evaluations and Testing

Contract No. FY23-B024

CONTRACT DOCUMENTS

PREPARED BY THE
BOROUGH OF NAUGATUCK
Naugatuck Fire Department

August 11, 2022



Borough of Naugatuck

REQUEST FOR MEDICAL EXAMINATIONS, EVALUATION AND TESTING

The Borough of Naugatuck Fire Department seeks Statement of Qualifications from medical providers (contractors) with proven expertise in occupational health relating to fire fighters for the period January 1, 2023 through December 30, 2024. Upon written request the vendor may terminate after year one (1) of the contract (January 1, 2023-December 30, 2023).

Sealed proposals will be received by the Purchasing Agent for the Borough of Naugatuck, Accounting Dept. Lobby, Town Hall, 229 Church Street, Connecticut, 06770 until **Thursday, August 11, 2022 at 1:00 P.M** for furnishing the commodities and/or services herein listed. Late submissions will not be accepted.

Contract No. FY23-B024 Request for Proposal Medical Examinations, Evaluations and Testing

Immediately following the above time and date sealed bids will be publicly opened and read at the Town Hall at the Borough of Naugatuck, Accounting Dept, 229 Church Street, Naugatuck, CT 06770 and read aloud via Zoom due to COVID-19.

Please follow link below to access scheduled bid opening.

Join Zoom Meeting

<https://us06web.zoom.us/j/86534226187>

Meeting ID: 865 3422 6187

One tap mobile

+19292056099,,88129531975# US (New York)

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+1 929 205 6099 US (New York)

+1 646 518 9805 US (New York)

Meeting ID: 865 3422 6187

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The bid document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All bidders must check the Borough web site within two days of the scheduled bid opening to check for addenda.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all bids.

No Bidder may withdraw his bid within (90) days after the actual date of the opening thereof.

The Borough of Naugatuck is an affirmative action/equal opportunity employer MBE's, WBE's and SBE's are encouraged to apply.

SECTION A
INFORMATION FOR BIDDERS
Borough of Naugatuck

1. Engagement of the Vendor

The Borough of Naugatuck Fire Department seeks Statement of Qualifications from medical providers (contractors) with proven expertise in occupational health relating to fire fighters for the period January 1, 2023 through December 30, 2024. Upon written request the vendor may terminate after year one (1) of the contract (January 1, 2023-December 30, 2023).

2. Scope of Services / Statement of Work

The Borough of Naugatuck is requesting bid proposals from qualified medical providers to preform annual medical evaluations and necessary exams and testing for use of a self-contained breathing apparatus (SCBA) by members of the Naugatuck Fire Department (NFD). In addition to fires, the NFD responds to hazardous materials incidents at the first responder operational level but is not part of a hazardous materials response team. Please provide rates on form attached in **Section C**.

- Examinations will be conducted at the Naugatuck Fire Department or at a mutually agreeable location within Naugatuck.
- Proposed Dates: Begin January 1st and completed by April 30th
- Services will be performed at 41 Maple Street, Naugatuck, CT (Occupational health staff can arrive early to set up)
- Services will be provided for 38 of firefighters.

The Borough of Naugatuck expects to hire medical providers (contractors accepted will be used on an annual basis as determined by the Borough. It is the intent of Borough of Naugatuck to hire the most qualified medical provider (contractor) and create a list of available contractors for the bidding of specific borough needs.

The NFD consists of 32 suppression personnel, three chief officers and three fire marshals. All 38 members are qualified to wear SCBA. The NFD is a full-time career department operating out of two fire stations. The NFD uses a four-shift rotation with each shift working 24 hours followed by 72 hours off. Shift changes occur at 8:00AM each day. Shifts consist of a captain, lieutenant and 6 fire fighters. The chiefs and fire marshals work Monday through Friday, 8:00AM to 4:00PM

The NFD conducts quantitative fit testing for all employees wearing a respirator once medical clearance is received.

1. The screening and exams shall follow the standards, guidelines and regulations of 29 CFR 1910.134 and include:
 - a. A completed OSHA respiratory questionnaire (29CFR1910.134 Appendix C);
 - b. A physical examination with content to be determined by the examining physician or other licensed health care professional (PLHCP), but including, at a minimum, a medical and occupational history with special emphasis on pulmonary and cardiovascular systems and respiratory disease related to the breathing of hazardous substances, job related physical stress and fitness for duty;
2. The annual evaluations are to occur on mutually agreeable dates between February 1 and April 30.

3. Exam locations are either on-site at Naugatuck Fire Headquarters, 41 Maple Street, Naugatuck, CT or an off-site location in Naugatuck or a combination of both. It is understood that certain follow up exams may take place at facilities outside of Naugatuck. Scheduling of any follow up exams will be on a case-by-case basis and coordinated through the Fire Chief's office.
4. The provider shall furnish the Fire Chief or designee with a written record that that indicates the provider has reviewed the questionnaire. This record shall include a written recommendation as to the employee's ability to wear a respirator. The written recommendation shall comply with the guidance provided in 29 CFR 1910.134 (e)(6)(i):
 - a. Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator;
 - b. Any follow up exams required to obtain medical clearance;
 - c. A statement that the provider has given the employee a copy of the physician's written recommendation.
5. The provider shall notify the Fire Chief or designee in writing within 24 hours of if the exam outcome is a respirator use limitation\restriction.
6. Medical conditions found that require additional tests or treatments not related to respiratory clearance or that are not the result of a job-related injury are the sole responsibility of the employee.
7. The Fire Chief must be notified prior to scheduling any additional or follow up evaluations. The Borough of Naugatuck will be responsible for all costs associated with an exam or test to medically clear an employee for respirator use as descried in 1910.134(e)(3)(i).
8. Approximately 10 members of the NFD hold a Commercial Driver's License (CDL). While not required to operate fire apparatus, the NFD would like to include the DOT exam as part of the annual respiratory clearance for those who need a DOT medical card.
9. The proposal must include an itemized list of exams and tests required to meet compliance with the medical clearances in 29 CFR 1910.134, any additional costs associated with the on-site exam and any additional testing or services such as, but not limited to.
 - a. Review of questionnaire
 - b. Physical exam
 - c. Stress tests
 - d. TB testing
 - e. Medical exam for Commercial Driver's License
 - f. DOT drug screen for CDL holders
 - g. EKG
 - h. Pulmonary function test
 - i. Chest X-Rays
 - j. Hearing tests
10. All fire department members are on duty during the exams, both on and off site, and may be required to respond to emergency calls.
11. NFD members shall complete the medical questionnaires from 1910.134 appendix C prior to the physical exam. The provider can choose to either review the questionnaires prior to or the day of the physical exams.

On site exams:

1. A minimum of four site visits are required any time between the hours of 7:00AM and 8:00PM with up to 10 employees available for exams each visit.
2. Employees who miss the site visit will have a follow up exam while they are on duty. The exam must take place in Naugatuck. The Borough does not want to be in a situation where an employee who misses an exam on their scheduled work day is paid overtime to make up an exam.
3. The NFD shall provide rooms for exams that will maintain patient privacy.

Off-site exam:

1. For exams that are off-site the NFD and the medical provider will develop a mutually agreeable schedule. The NFD will provide a roster of employees and scheduled work days.
2. Exams will be spaced out over several days in order not to overwhelm the providers office,
3. NFD members reporting off site for exams are considered on duty and available for emergency response. NFD employee shall not be placed in a queue line.

Proposals must be signed by a duly authorized official of the Company. Consortiums, joint ventures, or teams submitting proposals will not be considered unless it is established that all contractual responsibility rests solely with one contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

Medical providers (contractors) shall submit a one page maximum cover letter/letter of interest. The contractor shall provide experience with the Borough of Naugatuck as well as other municipalities and companies.

The medical provide (contractor) shall provide a list of references. Provide details of all past of pending litigation of claims filed against your company that would affect your company's performance under a contract with the Borough of Naugatuck.

It is the responsibility of the respondents to pay for all costs associated with submitting qualifications and/or proposals. The Borough of Naugatuck shall not reimburse for any such costs.

The Borough will not reimburse the contractor mileage, travel time, breakdowns, or any damage or repairs to contractor's equipment.

Upon delivery or repair all invoices must state total cost for service provided, to include any and all discount amounts, if applicable. Please see Section 15 for additional information.

No pre-submission conferences are proposed.

Please direct any and all questions to: Ken Hanks
Deputy Fire Chief
Naugatuck Fire Department.
41 Maple Street,
Naugatuck, CT 06770
Tel: (203) 720-7085
ken.hanks@naugatuck-ct.gov

Questions must be submitted 1 week prior to receipt date.

3. Terms and Conditions

This document, its terms and conditions and any claims arising there from, shall be governed by Connecticut law. The Vendor shall comply with all applicable law, ordinances, and codes of the State of Connecticut and the Borough of Naugatuck and shall commit no trespass on any private property in performing services under this document.

The parties agree that they waive a trial by jury as to any and all claims, cause of action or disputes arising out of this document or services to be provided pursuant to this document.

Notwithstanding any such claim, dispute, or legal action, the Vendor shall continue to perform services under this document in a timely manner, unless otherwise directed by the Borough of Naugatuck.

4. Subcontracting and Assignability

None of the services covered by this document shall be subcontracted without the prior written approval of the Borough of Naugatuck for the acts and omissions of its Vendors, and of persons either directly or indirectly employed by Vendor, as it is for the acts and omissions of persons directly employed by Vendor. The Borough of Naugatuck may, before making payment on the document require either an affidavit from the Vendor that all sub Vendors and material men have been paid or may require waiver of mechanics' liens from any and all sub Vendors and material men. Any sub Vendor will be subject to the same insurance requirements as the Vendor's requirements promulgated in this document.

The Vendor shall not assign any interest in this document, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Borough of Naugatuck; provided, however, that claims for money due or to become due the Vendor from the Borough of Naugatuck under this document may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough of Naugatuck.

5. Termination of Contract

If, through any cause, the Vendor shall fail to fulfill, in a timely and proper manner, his obligations under this document, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this document by giving written notice to the Vendor of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination all records prepared by the Vendor under this document shall, at the option of the Borough of Naugatuck, become its property.

6. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing, or printing, and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each proposal must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Accounting Dept., Borough of Naugatuck, City Hall, 229 Church Street, Naugatuck, CT 06770.

7. Irregular Proposals

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

8. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Purchasing Agent. Upon such notice, the Proposal will be handed to him unopened.

9. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Borough will furnish the successful Bidder a sales tax exemption number.

10. Compliance with Federal and State Regulations

The Vendor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency. This project is funded, in part, by the State and Federal government.

11. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Vendor, at no additional cost to the Borough.

12. Right to Reject

The Borough reserves the right to reject any or all proposals or to accept any bid, should it deem it to be in the best interest of the Borough.

13. Equal opportunity clause.

(a) Government contracts. Except as otherwise provided, each contracting agency shall include the following equal opportunity clause contained in section 202 of the order in each of its Government contracts (and modifications thereof if not included in the original contract): During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

14. Insurance

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed in the insurance agreement included at the end of this document.

Insurance Agreement, must be filled out and include a copy of the business' current/active certificate of insurance.

15. Purchasing and Invoicing

All goods and services pertaining to the Statement of Work (SOW) in this bid document shall commence with the vendors receipt of a Purchase Order from the Borough of Naugatuck.

Invoices must include the purchase order number and the charges listed in accordance with the purchase order. Invoices are to be delivered via email to accountspayable@naugatuck-ct.gov or as follows:

Borough of Naugatuck, Accounts Payable, 229 Church Street, Naugatuck, CT 06770

16. Forms Requirements

All forms in this document must be filled, signed and returned with the bid. Missing or not signed forms may disqualify bid submission package. In addition, the following forms should also be included:

- Completed IRS Form-W9
- Certificate of Insurance listing Borough of Naugatuck as Certificate Holder
- Completed Insurance Agreement (attached in references section)
- Company History, years in business.
- Other services the company provides that may impact the services provided to the town.
- Certificate of Non-Collusion Form.
- Signed Insurance agreement.
- Vendor Registration form.
- Copy of Company Business License as well as individual licenses if applicable.

SECTION B

**PROPOSAL
Borough of Naugatuck**

Contract No. FY23-B024 Request for Proposal for Medical Examinations, Evaluations and Testing

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the bid documents; that no person or persons acting in any official capacity for the Borough is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Borough; to provide all necessary equipment, tools, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck as therein set forth, and that he will take in full payment therefore, the following prices, to wit:

The Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Successful bidders shall defend, indemnify and hold and save harmless the Borough of Naugatuck against and from any and all liabilities, claims, damages, losses, fees, costs, expenses, etc. which arise directly or indirectly from successful bidders operations and/or related activities.

The Borough of Naugatuck reserves the right to reject any and all: bids in whole or in part, including low bid, to make partial awards, to waive any irregularities in any quotation, to increase or decrease quantities if quantities are listed in the bid, and may reject any bid that shows any omissions not called for, conditions, or alternate proposals, and may make any such award as is considered to be in the best interest of the Borough of Naugatuck.

SECTION C

Contract No. FY23-B024 Request for Proposal for Medical Examinations, Evaluations and Testing

Charges and Rates Price List

Description	Charge Number	Current Fee
Physical Exam; Inc Vision, Urinalysis, Vitals, Weight		
Drug Collection		
Drug Collection (NUC only)		
Chain of Custody		
Routine Venipunction		
X-Ray Single View Frontal w B-Read		
X-Ray 2 View Frontal/Lateral		
Heart Muscal Image Spect.		
Complete Metabolic Panel		
Lipid Panel		
Bilirubin Direct		
Assay of Magensium		
Assay of Phosphorus		
Assay of Blood/Uric Acid		
CBC w/Auto Diff. WBC		
CBC Automated		
TB Intradermal Test		
Hep B Surface Antibody		
Rubella Antibody		
Rubeola Antibody		
Varicella-Zoster Antibody		
Hep C - AB Test		
Hep B IG IM		
Immunization Admin		
MMR Vaccine		
Puretone Hearing Test-air		
EKG w/tracing		
Cardio Stress Test		
Pulmonary Stress Test - Complex		
TC99M SC Stambi (per dose)		
DOT Drug screen		
5 Panel Non-DOT Drug Screen		
7 Panel Non-DOT Drug Screen		
RFT: Resp Fit with Questionaire		

Rate Schedule Medical Exam, Evaluations and Testing

Service Description	Firefighter Rate
On Site Administration Fee	
Physical Exam; includes vitals (h/w, bp, pulse, temp, urine dip)	
Periodic Exam; Includes basic vitals, history w/physician review	
PPD Skin Test	
Immunization Fee	
Audiometric Screening	
Pulmonary Function Test	
CBC and Comp. Metabolic Screen	
Lipid Profile	
EKG	
Blood Draw	
Chest x-Ray lateral	
Non-Thallium Stress (40 or older Baseline Treadmill)	
Hepatitis Vaccine (provide # of req and cost each)	
Hep B Antibody	
DS6 Panel DOT	
Injection Fee/ Administration	
Cardiovascular Stress Test	
Physical Supervision only; w/o supervision and report	
Tracing only; w/o interpretation and report	
Myocardial perfusion imaging, tomographinc; single study; at rest or stress	
Cardiolle Dosage	

Signature

 /

 /

Date

Printed Name and Title of Person Signing Proposal

Name of Business

License #

Address

Phone

Email

REFERENCES

The Bidder is required to fill out the following form to enable the Borough to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business: _____

2. List three (3) references of similar nature to the work described herein that the Bidder has completed, with name, address, and telephone number of a reference for each.

2. Has the Bidder ever failed complete work awarded; and if so, state where and why:

3. Does the Bidder plan to sublet any part of this work; and if so, give details:

Bidder Name: _____

Bidder Address: _____

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature

_____/_____/_____
Date

Printed Name of Person Signing Proposal

Name of Business

BOROUGH OF NAUGATUCK: INSURANCE REQUIREMENTS

1. Indemnification and Insurance

_____ ('The Contractor') shall indemnify, defend and hold harmless the Borough of Naugatuck, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better. Such insurance will protect and indemnify the Borough of Naugatuck from all claims which may arise out of or result from the Contractor's obligations under this agreement, whether caused by the contractor or by a subcontractor or any person or entity directly or indirectly employed by the Contractor or by anyone for whose acts said Contractor may be liable.

- A. *Workers Compensation:* The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000. Such policy shall contain a 'waiver of subrogation' in favor of the Borough of Naugatuck.

In addition to any other requirements related to worker's compensation insurance, if Contractor is a sole proprietor, a single member limited liability company or otherwise has no employees, Contractor shall maintain Worker's Compensation Insurance as if it were an "employer" as such term is defined in and in accordance with Connecticut's General Statutes.

- B. *Commercial General Liability Insurance:* The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.

The policy shall name the Borough of Naugatuck as an additional insured on a primary and non-contributory basis, as well as include a waiver of subrogation in favor of the Borough of Naugatuck. In addition, such policy shall contain a broad form contractual liability endorsement or similar wording within the policy form, if applicable.

- C. *Commercial Automobile Insurance:* The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.

D. *Umbrella Liability Insurance*: The Contractor shall provide commercial umbrella liability with limits no less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.

E. *Professional Liability*: The Contractor shall provide professional liability covering errors, omissions. Such insurance shall be in an amount no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. If such insurance is written on a claims-made basis, the Contractor shall maintain such coverage continuously throughout the term of the work for a period of three (3) years following acceptance of the work by the Borough.

Prior to the issuing of any notice to proceed by the Borough of Naugatuck, the Contractor shall furnish the Borough of Naugatuck with Certificates of Insurance evidencing such insurance as set forth above. Said policies shall not be cancelled or permitted to lapse until final completion and approval of the performance of the work until ten (10) days after the Borough of Naugatuck has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Borough of Naugatuck retains the right to stop work until proper evidence of insurance is provided.

This document must be signed by an owner or officer of the company.

Signed by Contractor: _____ Date: _____

Printed Name of Contractor: _____ Title: _____

Address of Contractor: _____

Signed by *Borough of Naugatuck*: _____ Date: _____

Printed Name of *Borough of Naugatuck*: _____ Title: _____

OSHA REFERENCES

1910.134(e)

Medical evaluation. Using a respirator may place a physiological burden on employees that varies with the type of respirator worn, the job and workplace conditions in which the respirator is used, and the medical status of the employee. Accordingly, this paragraph specifies the minimum requirements for medical evaluation that employers must implement to determine the employee's ability to use a respirator.

1910.134(e)(1)

General. The employer shall provide a medical evaluation to determine the employee's ability to use a respirator, before the employee is fit tested or required to use the respirator in the workplace. The employer may discontinue an employee's medical evaluations when the employee is no longer required to use a respirator.

1910.134(e)(2)

Medical evaluation procedures.

1910.134(e)(2)(i)

The employer shall identify a physician or other licensed health care professional (PLHCP) to perform medical evaluations using a medical questionnaire or an initial medical examination that obtains the same information as the medical questionnaire.

1910.134(e)(2)(ii)

The medical evaluation shall obtain the information requested by the questionnaire in Sections 1 and 2, part A of appendix C of this section.

1910.134(e)(3)

Follow-up medical examination.

1910.134(e)(3)(i)

The employer shall ensure that a follow-up medical examination is provided for an employee who gives a positive response to any question among questions 1 through 8 in Section 2, part A of appendix C or whose initial medical examination demonstrates the need for a follow-up medical examination.

1910.134(e)(3)(ii)

The follow-up medical examination shall include any medical tests, consultations, or diagnostic procedures that the PLHCP deems necessary to make a final determination.

1910.134(e)(4)

Administration of the medical questionnaire and examinations.

1910.134(e)(4)(i)

The medical questionnaire and examinations shall be administered confidentially during the employee's normal working hours or at a time and place convenient to the employee. The medical questionnaire shall be administered in a manner that ensures that the employee understands its content.

1910.134(e)(4)(ii)

The employer shall provide the employee with an opportunity to discuss the questionnaire and examination results with the PLHCP.

1910.134(e)(5)

Supplemental information for the PLHCP.

1910.134(e)(5)(i)

The following information must be provided to the PLHCP before the PLHCP makes a recommendation concerning an employee's ability to use a respirator:

1910.134(e)(5)(i)(A)

(A) The type and weight of the respirator to be used by the employee;

~~1910.134(e)(5)(i)(B)~~

The duration and frequency of respirator use (including use for rescue and escape);

~~1910.134(e)(5)(i)(C)~~

The expected physical work effort;

~~1910.134(e)(5)(i)(D)~~

Additional protective clothing and equipment to be worn; and

~~1910.134(e)(5)(i)(E)~~

Temperature and humidity extremes that may be encountered.

~~1910.134(e)(5)(ii)~~

Any supplemental information provided previously to the PLHCP regarding an employee need not be provided for a subsequent medical evaluation if the information and the PLHCP remain the same.

~~1910.134(e)(5)(iii)~~

The employer shall provide the PLHCP with a copy of the written respiratory protection program and a copy of this section.

Note to paragraph (e)(5)(iii): When the employer replaces a PLHCP, the employer must ensure that the new PLHCP obtains this information, either by providing the documents directly to the PLHCP or having the documents transferred from the former PLHCP to the new PLHCP. However, OSHA does not expect employers to have employees medically reevaluated solely because a new PLHCP has been selected.

~~1910.134(e)(6)~~

Medical determination. In determining the employee's ability to use a respirator, the employer shall:

~~1910.134(e)(6)(i)~~

Obtain a written recommendation regarding the employee's ability to use the respirator from the PLHCP. The recommendation shall provide only the following information:

~~1910.134(e)(6)(i)(A)~~

Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator;

~~1910.134(e)(6)(i)(B)~~

The need, if any, for follow-up medical evaluations; and

~~1910.134(e)(6)(i)(C)~~

A statement that the PLHCP has provided the employee with a copy of the PLHCP's written recommendation.

~~1910.134(e)(6)(ii)~~

If the respirator is a negative pressure respirator and the PLHCP finds a medical condition that may place the employee's health at increased risk if the respirator is used, the employer shall provide a PAPR if the PLHCP's medical evaluation finds that the employee can use such a respirator; if a subsequent medical evaluation finds that the employee is medically able to use a negative pressure respirator, then the employer is no longer required to provide a PAPR.

~~1910.134(e)(7)~~

Additional medical evaluations. At a minimum, the employer shall provide additional medical evaluations that comply with the requirements of this section if:

~~1910.134(e)(7)(i)~~

An employee reports medical signs or symptoms that are related to ability to use a respirator;

~~1910.134(e)(7)(ii)~~

A PLHCP, supervisor, or the respirator program administrator informs the employer that an employee needs to be reevaluated;

~~1910.134(e)(7)(iii)~~

Information from the respiratory protection program, including observations made during fit testing and program evaluation, indicates a need for employee reevaluation; or

1910.134(e)(7)(iv)

A change occurs in workplace conditions (e.g., physical work effort, protective clothing, and temperature) that may result in a substantial increase in the physiological burden placed on an employee.



BOROUGH OF NAUGATUCK

229 Church Street
Naugatuck, CT 06770

VENDOR APPLICATION FORM

VENDOR INFORMATION

COMPANY / FIRM NAME as shown on Federal Tax Return		VENDOR ID. If applicable
ALTERNATE NAME if applicable/(doing business as)		TAX ID NUMBER FEIN OR SSN
VENDOR ADDRESS		
PAYMENT ADDRESS if different from above		
PO MAILING ADDRESS if different from above		
PHONE	FAX	WEBSITE
POINT OF CONTACT FOR SALES - NAME & TITLE		POINT OF CONTACT EMAIL

ORGANIZATION TYPE (Please submit completed W9)

<input type="checkbox"/>	C Corporation	<input type="checkbox"/>	Individual/Sole Proprietor or Single Member LLC	<input type="checkbox"/>	Trust/estate
<input type="checkbox"/>	S Corporation	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Limited Liability Company. (C=Corp, S=S Corp, P=Partnership)
<input type="checkbox"/>	Other				

VENDOR TYPE

<input type="checkbox"/>	SERVICE	Type of Service	
<input type="checkbox"/>	PRODUCT	Type of Product	
<input type="checkbox"/>	BOTH		

SERVICE VENDORS

Where will the Service be performed: Borough Property Vendor's location

Is a State License required to perform work in the State of Connecticut? If Yes: YES NO

Type of License for Business: (Electrical, Mechanical, HVAC, etc.)

Credential Number (also provide a copy of current license)

**Also provide individual license copy for employees performing work onsite(i.e. Electrical license, HVAC, etc)

NOTE: Service Vendors require a COI to be submitted to Purchasing, as well as a signed Insurance Agreement

DEPARTMENT USE ONLY

Expected Annual Purchase \$\$ _____

Anticipated Purchase Authority _____ (reason for adding vendor)

Which line item from your GL will this Vendor fall under?

Will we be processing payments for this Vendor? YES NO

Documents obtained: _____ W9 _____ COI _____ Signed Insurance Agreement

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><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</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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*, earlier.

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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