

**JANUARY 1, 2012  
SUBCONTRACTOR PRE-QUALIFICATION SURVEY**

Thank you for your interest in J. Calnan & Associates. JC&A strives to develop long lasting beneficial relationships with its many subcontractors as well as our clients. We are client driven and take a team approach with the client, architect and subcontractor right from the start of a potential project. JC&A actively gets involved by developing budgets throughout the various design stages as well as evaluating different designs and value engineering opportunities.

JC&A provides pre-construction, design-build, general contracting and construction management services to a diverse clientele including corporate, private schools, life sciences, industrial/manufacturing, recreational, mixed-use/multi-unit residential developments, advanced technology and sustainable building markets. JC&A completes a diverse range of projects varying in magnitude and complexity and needs subcontractors who understand and complement the construction team and potential project. JC&A expects our valued subcontractors to be responsive to our estimating needs, be professional and consistently deliver a top quality product, to meet our safety standards, to always be able to deliver upon mutually agreed schedules, and be relationship orientated striving toward a long term partnership.

In order to better utilize your company, JC&A would like you to take some time and fill out this Pre-Qualification Survey and mail, fax or email to [estimating@jcalnan.com](mailto:estimating@jcalnan.com). This form is very important and must be completed by all subcontractors who wish to work with JC&A. After receiving your pre-qualification survey, JC&A will review and contact you when and if your company is matched to an upcoming project of interest.

**PLEASE NOTE: JC&A will periodically update our subcontractor data base and prequalification information. If your survey is over a year old, please assist us in keeping your information current by renewing this survey as required.**

**DATE SUBMITTED:** \_\_\_\_\_

**1. GENERAL INFORMATION**

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

1.2 Type of Firm:

Union or Merit Shop Contractor: \_\_\_\_\_ If Union, please state affiliations?

\_\_\_\_\_

MBE/WBE/DBE \_\_\_\_\_

General Contractor \_\_\_\_\_ License # \_\_\_\_\_

Trade Contractor  
Type of Trade \_\_\_\_\_ License # \_\_\_\_\_

Type of Trade \_\_\_\_\_ License # \_\_\_\_\_

Type of Trade \_\_\_\_\_ License # \_\_\_\_\_

Type of Trade \_\_\_\_\_ License # \_\_\_\_\_

Type of Trade \_\_\_\_\_ License # \_\_\_\_\_

Other – Please Describe \_\_\_\_\_

1.3 Street Address: \_\_\_\_\_

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

1.4 Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Website: \_\_\_\_\_

1.5 Principal (s) of Company: Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

1.6 Owner (s) of Firm: Name \_\_\_\_\_ % of Equity \_\_\_\_\_

Name \_\_\_\_\_ % of Equity \_\_\_\_\_

Name \_\_\_\_\_ % of Equity \_\_\_\_\_

1.7 Date Firm Founded \_\_\_\_\_

1.8 Under Present Management Since: \_\_\_\_\_

1.9 Primary Contact: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone \_\_\_\_\_

1.10 Send Inquires To: (Name, Address, Phone and Fax)

\_\_\_\_\_  
\_\_\_\_\_

1.11 Legal Structure

Corporation \_\_\_\_\_ In State of \_\_\_\_\_

Partnership \_\_\_\_\_

Sole Proprietorship \_\_\_\_\_

Other (describe) \_\_\_\_\_

**2. PRODUCTS AND SERVICES**

2.1 Indicate the type of service(s) you render.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.2 Other offices: Attach a list of Sales Offices, Representatives, Agents or Contractors that may act for your company, including names, addresses and telephone numbers.

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**3. FINANCIAL DATA**

3.1 Annual Construction Dollar Volume: (Please fill out the following table indicating total annual construction volume over the last three years.)

Trade Division	2009	2010	2011
Total Annual Const. Volume:			

3.2 Net Worth: \$ \_\_\_\_\_

3.3 Indicate any Parent, Subsidiaries or Associated Companies:

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3.4 Financial Responsibility is assumed by:

Name of Company(s): \_\_\_\_\_

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Name of Individual(s): \_\_\_\_\_

Title

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Title

3.5 What are your current lines of credit?: \_\_\_\_\_

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3.6 Indicate your references on the following services:

Banking: \_\_\_\_\_

Insurance: \_\_\_\_\_

3.7 What is your current level of general liability insurance?: \_\_\_\_\_

3.8 Do you have any outstanding claims or judgments? If so, please explain: \_\_\_\_\_

\_\_\_\_\_

**4. STAFF / TEAM STRUCTURE:**

4.1 Please indicate the number of staff in your firm (at this office):

Principles \_\_\_\_\_ Estimators \_\_\_\_\_

Project Managers \_\_\_\_\_ Project Engineers \_\_\_\_\_

Purchasing/Buyers \_\_\_\_\_ Superintendents \_\_\_\_\_

Journeyman Workers \_\_\_\_\_ Apprentices \_\_\_\_\_

Engineers \_\_\_\_\_ CADD Operators \_\_\_\_\_

All Others \_\_\_\_\_

**TOTAL STAFF** \_\_\_\_\_

**5. PROJECT SIZE and TYPE:**

5.1 Describe the type of work your firm specializes in, assign the relative percentage and indicate the average size of project:

Largest project completed to date? (Dollar Value) \_\_\_\_\_

Average project size in dollars? (Dollar Value) \_\_\_\_\_

Commercial \_\_\_\_\_ %      Size Range \_\_\_\_\_ sf

Industrial \_\_\_\_\_ %      Size Range \_\_\_\_\_ sf

Residential \_\_\_\_\_ %      Size Range \_\_\_\_\_ sf

Government \_\_\_\_\_ %      Size Range \_\_\_\_\_ sf

5.2 **On a separate sheet, please provide a brief Project Profile with Construction Projects completed by your firm within the last three years. (List up to 10 projects)**

5.3 List the crafts you employ for all types of work (i.e. Masons, carpenters, laborers, electricians, etc....) you can perform yourself with your own forces:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

**6. REFERENCES**

Please list your customer references below. (list a minimum of 3)

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

**7. CONSTRUCTION SOFTWARE**

7.1 Estimating: \_\_\_\_\_

7.2 Accounting: \_\_\_\_\_

7.3 Other, please describe.  
\_\_\_\_\_  
\_\_\_\_\_

**8. QUALITY ASSURANCE**

8.1 Do you have a Quality Assurance Program Manual? \_\_\_\_\_

8.2 If so, please state current manual revision and date. \_\_\_\_\_

**9. VENDOR / SUPPLIER REFERENCES**

Please list your vendor and supplier references below. (List a minimum of 3)

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

**10. PROJECTS NOT COMPLETED**

10.1 Has your firm failed to complete a project? If so, please project name, location, contact and reasons for not completing the project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**11. SAFETY**

11.1 What is your Earned Modifier Rating (EMR) for insurance in the last three years?

- 1) 2009\_\_\_\_\_
- 2) 2010\_\_\_\_\_
- 3) 2011\_\_\_\_\_

11.2 Please the number of recorded incidents in the last three (3) years.

- 1) 2009\_\_\_\_\_
- 2) 2010\_\_\_\_\_
- 3) 2011\_\_\_\_\_

11.3 Do you have a Safety Program and if so would this be available for review prior to award of a contract?  
\_\_\_\_\_

**12. COMMENTS/ADDITIONAL INFORMATION**

12.1 Please confirm you will be able to meet J. Calnan & Associates insurance requirements by submitting to us your Certificate of Liability Insurance form. –see attached:

Yes \_\_\_\_\_ No \_\_\_\_\_

Comments:

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12.2 Please complete attached W9 form JCA request for tax ID number and return with prequalification survey.

12.3 Please confirm you will be able to execute a standard J. Calnan & Associates subcontract. A Sample Contract Agreement available upon request.

Yes \_\_\_\_\_ No \_\_\_\_\_

Comments:

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12.4 Please add any comments about your firm's structure or qualifications that you feel is important for us to consider:

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The undersigned hereby acknowledges and agrees that the data provided in this survey is accurate as of the signature date below.

Signed\* \_\_\_\_\_

Print \_\_\_\_\_  
Name Title Date

\* Must be signed by a duly authorized company representative.

## EXHIBIT C – PROJECT INSURANCE REQUIREMENTS

In addition to the insurance requirements contained in the Subcontract Agreement between the Contractor and Subcontractor, the Subcontractor, at its sole cost and expense, shall purchase and maintain in full force and effect, such insurance in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, the insurance policies identified below. Such policies shall protect the Contractor from claims which may arise out of or result from the Subcontractor's (or anyone directly or indirectly employed by the Subcontractor) Work performed under this Subcontract. The Subcontractor shall be required to provide Certificates of Insurance, and, upon request, any policy or endorsement:

- C.1 Insurance covering claims under workers' compensation, disability benefit, and other similar employee benefit acts. Insurance also covering claims for damages because of bodily injury, occupational disease or sickness, or death of his employees with the following limits:

Workers' Compensation:	Statutory.
<i>Employer's Liability:</i>	
Bodily Injury by Accident (per Accident):	\$ 500,000.00
Bodily Injury by Disease (per Employee):	\$ 500,000.00
Bodily Injury by Disease (Policy Limit):	\$ 500,000.00

Coverage should include an Endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act, Voluntary Compensation Endorsement, Alternate Employer Endorsement, and an Endorsement extending coverage to All States Operations on an "if any" basis.

- C.2 Commercial General Liability insurance, which shall include blanket contractual liability insuring the indemnification obligations of this Subcontract, broad form property damage liability, and personal injury liability coverage extensions. Such policy shall not exclude X, C, U exposures. Commercial general liability policy shall include products and completed operations liability. Further, products and completed operations liability shall be maintained in full force and effect for a period of four (4) years following final completion of the Work. All coverage required under commercial general liability should be provided on an occurrence form with the following minimum limits: (*Per Project Aggregate*). In the event the SUBCONTRACTOR is working on a residential project, whether or not it is new construction or rehabilitation work, there shall be no "residential exclusions" or limitation of any kind with respect to residential work. On Projects that may be construed as residential, the Subcontractor's agent must provide a letter stating whether or not the Subcontractor's Commercial General Liability has a residential exclusion on the Project. Any third party financing by the SUBCONTRACTOR of its insurance premiums shall not relieve the SUBCONTRACTOR or its insurer(s) of providing written notice to the CONTRACTOR regarding any change in or the cancellation of any insurance coverage required under this Subcontract Agreement. In the event the policy or policies of the SUBCONTRACTOR require a specific endorsement to provide such notice to the CONTRACTOR in the event of a third party financing situation, said policy or policies shall be endorsed accordingly and the CONTRACTOR shall be provided copies thereof.

Per Occurrence	\$ 1,000,000.00
Aggregate	\$ 2,000,000.00

*The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.*

- C.3 Automobile Liability (*Bodily Injury and Property Damage Liability*) including coverage for all owned, non-owned, and hired automobiles. \$1,000,000 Combined Single Limit. In the event the Subcontractor is responsible for, either directly or through a sub-subcontract arrangement, any hauling, removal or disposal of hazardous or contaminated materials, including, but not limited to, soil or water, the Subcontractor shall maintain an MCS-90 endorsement on its Automobile insurance policy and such coverage shall be for \$1,000,000 Combined Single Limit.
- C.4 Commercial Umbrella with limits of not less than \$5,000,000.00 (and, in the event Subcontractor's actual umbrella policy limit is in excess of what is shown on the Acord certificate, the actual policy limit shall control). Umbrella coverage will include the Contractor as an additional insured. Umbrella coverage shall apply as primary coverage and Contractor's coverage shall be non-contributory. In the event the SUBCONTRACTOR is working on a residential project, whether or not it is new construction or rehabilitation work, the SUBCONTRACTOR'S Commercial Umbrella policy shall follow form of the SUBCONTRACTOR'S Commercial General Liability (including without limitation any residential "exclusions" removed by endorsement), Automobile Insurance, and Employer's Liability coverage.

- C.5 Such other kinds of insurance as may be required by the Contractor or by the Prime Agreement, each such policy to be in the amount stipulated in the Prime Agreement unless a different amount is hereinafter designated or is otherwise prescribed in writing by the Contractor.
- C.6 If any operations performed within the scope of this Subcontract require the use of any aircraft or watercraft (*owned or unowned*), Subcontractor shall maintain liability insurance satisfactory to the Contractor and the Owner.
- C.7 Owner, Contractor and their respective members, directors, officers, employees, agents, and consultants shall be named "additional insured" on the General Liability, Automobile Liability, Excess/Umbrella Liability policies and if applicable, any liability policies carried on watercraft. General Liability Additional Insured status shall be specifically provided by Additional Insured Form CG2010(1185), or equivalent, and shall apply on a primary and non-contributing basis before any other Insurance or self-Insurance, including any deductible, maintained by, or provided to, the additional insureds, and shall be for the duration of the Prime Agreement construction phase, and also including the Completed Operations Period. All policies shall be endorsed to Waive all Rights of Subrogation in favor of Contractor and/or Owner except to the extent of their obligations under this Subcontract. Policies shall not be canceled, materially changed or non-renewed without thirty (30) days advance notice to the Contractor and Owner. Refer to section C.11 for the specific Additional Insured Requirements for this Project.
- C.8 If any equipment, such as but not limited to, cranes, bulldozers, earth movers, tractors, air compressors, office and storage trailers, welding units, hand tools, and scaffolding, is being provided or used by Subcontractor, Subcontractor shall provide Equipment Insurance on a scheduled or blanket basis, to cover any physical damage or loss to the equipment used and/or provided by Subcontractor. The Equipment Insurance coverage shall be endorsed to provide coverage for damage to equipment loaned to others or loss or damage to a crane or derrick boom. The insurance coverage amount shall be sufficient to cover the loss and replacement of the equipment damaged. SUBCONTRACTOR shall bear the risk of loss or damage from any cause whatsoever to machinery, tools, equipment, building supplies or materials, temporary structures and any equipment of like nature used or to be used by SUBCONTRACTOR, its agents, suppliers, and/or sub-subcontractors, or its or their employees in the performance of this Subcontract Agreement.
- C.9 Such other insurance as specified in the Subcontract between the Contractor and Subcontractor, including, but not limited to Professional Liability (*Errors and Omissions*) coverage in an amount of \$2,000,000 per claim/aggregate. The Errors and Omissions insurance shall only be required by the Subcontractor if the Contractor requests such coverage in writing, within twenty (20) days of the execution of this Subcontract. In the event the Contractor requires such coverage and the policy is written on a claims-made basis, the Subcontractor shall renew such Professional Liability Insurance for a period of six years following substantial completion of the Work, and this Work performed by the Subcontractor under this Subcontract shall be endorsed to the policy and retroactive coverage shall be provided. In the event the Subcontractor's Professional Liability insurer provides vicarious liability endorsements, such an endorsement will be provided to the Contractor to protect the Contractor from acts, errors or omissions claims arising out of the Subcontractor's Work. Notwithstanding the foregoing, in the event the SUBCONTRACTOR is providing any type of design or layout services, including, but not limited to design or layout services on a design/build or performance-based specification basis, the SUBCONTRACTOR shall maintain Professional Liability Insurance in accordance with this Section C.9.
- C.10 No insurance coverage provided by the Subcontractor shall have a deductible greater than \$10,000.00 for any claim or occurrence, or an aggregate deductible amount for more than one claim or occurrence of \$15,000.00.
- C.11 To be endorsed onto all liability policies as additional insureds: **J. Calnan & Associates, Inc.**
- C.12 Choice of Governing Law to apply is Massachusetts.

Initialed for J. Calnan & Associates, Inc. \_\_\_\_\_

Initialed for Subcontractor \_\_\_\_\_ dated \_\_\_\_\_

EXHIBIT C – PROJECT INSURANCE REQUIREMENTS

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/2/2009

PRODUCER (781)681-6656 FAX: (781)681-6686  
XWZ Agency, Inc.  
1 Main Street

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Anywhere, USA

INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
Subcontractor  
2 Main Street

INSURER A: ABC Insurance Company

INSURER B:

INSURER C:

INSURER D:

Somewhere, USA

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		<b>GENERAL LIABILITY</b>	11111111 PER PROJECT AGG APPLIES	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
			GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	X		<b>AUTOMOBILE LIABILITY</b>	22222222	01/01/2009	01/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
			<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
							AUTO ONLY: AGG \$
A	X		<b>EXCESS/UMBRELLA LIABILITY</b>	33333333 PER PROJECT AGG APPLIES	01/01/2009	01/01/2010	EACH OCCURRENCE \$ 5,000,000
			<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
			<input type="checkbox"/> DEDUCTIBLE				\$
			<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
							\$
A			<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	44444444 (MA, OTHER STATES)	01/01/2009	01/01/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				OTHER \$
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
			OTHER				

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

\*\*\*Please refer to attached addendum\*\*\*

Evidence of insurance for work performed within the Insureds scope of normal business operations. Notice of cancellation provision is 30 days, except 10 days applies for non-payment of premium.

### CERTIFICATE HOLDER

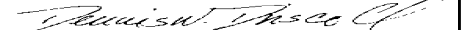
J. Calnan & Associates, Inc.  
Attn: Mike Crowther  
1250 Hancock St.  
Suite 302N  
Quincy, MA 02169

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dennis Driscoll/MS



## COMMENTS/REMARKS

04/02/2009

J. Calnan and Associates, Inc. (General Contractor) is included as Additional Insured for General Liability and Excess (Umbrella) Liability as required by a signed written contract or agreement with the Named Insured, per form CG 2010 (11/85) or equivalent. Attached is a copy of current form.

The Additional Insured coverage for General Liability & Excess (Umbrella) Liability detailed above applies on a primary, non-contributory basis where required by a signed written contract or agreement with the Named Insured.

J. Calnan and Associates, Inc. (General Contractor) is included as Additional Insured insured for Automobile Liability on a Primary Basis for the conduct of the (Named) Insured, but only to the extent of that liability.

The General Liability, Excess (Umbrella) Liability, Automobile Liability, and Workers Compensation / Employers Liability Policies include a Waiver of Subrogation in favor of J. Calnan and Associates, Inc. (General Contractor) on whose behalf the Named Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

**IMPORTANT NOTICE – PLEASE READ IMMEDIATELY**

Request for vendors to supply taxpayer identification numbers.

The U.S. Internal Revenue Code requires recipients of certain payments to furnish taxpayer identification numbers to payers who are required to report such payments to the Internal Revenue Service. For each failure to furnish a taxpayer identification number, the law imposes a penalty of \$50.00 unless the payee can show such failure is due to reasonable cause and not to willful neglect. In addition, effective January 1, 1984 the Internal Revenue Code requires a payer to withhold from payments a tax equal to 20% of such payments where a correct taxpayer identification has not been furnished. In order for us to meet these requirements please complete and sign the bottom part of this letter and the attached W-9 form and return both to us at:

J. Calnan & Associates, Inc.  
3 Batterymarch Park, 5<sup>th</sup> Floor  
Quincy, MA 02169

TYPE OF BUSINESS

- Corporation  
 Partnership  
 Individual/Proprietorship  
 Other – Please explain

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

\_\_\_\_\_  
Agent (Title)

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, 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,