

**CITY OF ATLANTA
ADVERTISEMENT FOR BIDS**

Sealed bids for **Bid No. 8456-BL, LEASE OF CERTIFICATES OF PUBLIC NECESSITY AND CONVENIENCE**, will be received by designated staff of the Department of Procurement, at 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, GA 30303-0307, and **must be time stamped no later than 2:00 P.M., Wednesday, October 07, 2015.**

ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 2:00 P.M.

Bids will be publicly opened and read at 2:00 P.M. in Suite 1900, 1st Floor, 55 Trinity Avenue, SW, City Hall South, Atlanta, Georgia.

PURPOSE AND SCOPE: To establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodity (ies)/services(s) listed in the attached specifications. Commodities/services will be ordered from time to time in such quantity as may be needed to fill any requirements of the City of Atlanta as shown in the bid invitation. As it is impossible to determine the precise quantities that may be needed during the contract period, the contractor is obligated to deliver in minimum/maximum quantities the commodities or services of the kind contracted for in accordance with the specific conditions of this bid.

General instructions, specifications for submitting bid packages for this project will be available as of **Thursday, September 17, 2015 from 8:15 A.M. – 5:00 P.M.**, in the Department of Procurement's Main Office, 1st Floor, 55 Trinity Avenue, SW, Suite 1900, City Hall South, Atlanta, Georgia. To request a bid package by mail, please contact the buyer.

Should you have any question/concerns, please contact Brandi Lennon, at (404) 865-8523, or by email balennon@atlantaga.gov.

The City of Atlanta reserves the right to reject any and all bids and to waive any technicalities.

This Bid is being made available by electronic means. If accepted by such means, the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the Bid. In the event of conflict between a version of the Bid in the Proponent's possession and the version maintained by DOP, the version maintained by DOP shall govern.

You are required to email your business name, contact person, address, phone number, fax number and the project number to Ms. Brandi Lennon, Buyer at balennon@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

INVITATION FOR BID

BID NUMBER: 8456-BL
RTG DATE: Thursday, September 17, 2015
OFFICE OF THE MAYOR

SEALED BIDS FOR:

CITY OF ATLANTA (COA) SPECIFICATION FOR LEASE OF CERTIFICATES OF PUBLIC NECESSITY AND CONVENIENCE TO BE LEASED AS NEEDED FOR A PERIOD OF TWO (2) YEARS FROM DATE OF AWARD IN ACCORDANCE WITH THE ATTACHED SPECIFICATION.

Sealed bids, for furnishing the supplies or services contained herein will be received by:

**CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT
CITY HALL SOUTH, SUITE 1900
55 TRINITY AVENUE, S.W.
ATLANTA, GEORGIA 30303-0307**

First floor, **no later than 2:00 P.M.**, (OUR BID CLOCK TIME IS VERIFIED AND CALIBRATED WITH THE BUREAU OF NATIONAL STANDARDS TIME PRIOR TO EACH BID OPENING) on **Wednesday, October 07, 2015** and at that time will be publicly opened and read in Suite 1900.

A Pre-Bid Conference/Site Visit – N/A. The deadline for bidders to submit questions regarding the bid is **Friday, September 25, 2015.** Questions should be submitted via email to **Brandi Lennon**, Buyer at balennon@atlantaga.gov. For information, call (404) 865-8523.

This form **MUST** be returned with all bids. Bids must be typed or printed in **blue ink**. Refer to Bid Number, Date and Time on the **enclosed return label**. All bids must be hand delivered, delivered by courier service or mailed via United States Postal Service. No facsimile will be accepted. One (1) original ITB in **blue ink** must be submitted and must be marked as an original as well as one (1) ITB copy which must be marked as copy. **If you quote, please sign each "bid sheet" in blue ink, do not 'white out' entries or your bid may be deemed non-responsive. And, put the name of your company on each of the bid sheets or your bid may be deemed non-responsive.** If you do not quote, return signed bid invitation sheet and state reason; otherwise, your name may be removed from our mailing list. **Failure to follow these instructions could result in your bid being rejected.**

ALL COMMUNICATION PERTAINING TO THIS BID MUST BE DIRECTED TO THE DEPARTMENT OF PROCUREMENT REFERENCING BID NUMBER. BIDDER MAY NOT CONTACT OTHER BUREAUS OR CITY EMPLOYEES REGARDING THIS BID PRIOR TO AWARD OF PURCHASE ORDER. VIOLATION OF THIS INSTRUCTION WILL RESULT IN NON-ACCEPTANCE OF YOUR BID.

_____ Legal Name of Firm			_____ Authorized Representative/Please Type/Print		
_____ Address			_____ Signature/Title		
_____ City	_____ State	_____ Zip Code	_____ Area Code/Telephone Number/Email Address		
_____ Date Submitted			_____ COA Supplier ID#		

UNLESS YOU POSSESS A CURRENT BUSINESS LICENSE THAT AUTHORIZES BIDDER TO TRANSACT BUSINESS AT A LOCATION IN THE STATE OF GEORGIA. IN THE CASE OF AN OUT OF STATE BUSINESS WITH NO LOCATION OR OFFICE IN GEORGIA, WHICH EXERTS SUBSTANTIAL EFFORTS WITHIN THE STATE AND CITY, SUCH BUSINESS MUST OBTAIN A CITY OF ATLANTA, BUSINESS LICENSE AS REQUIRED BY CITY CODE SECTION 30-52, ET SEQ. TO OBTAIN A BUSINESS LICENSE, CONTACT: CITY OF ATLANTA, BUSINESS LICENSE DIVISION, CITY HALL SOUTH, SUITE 1350, 55 TRINITY AVENUE, S.W., ATLANTA, GEORGIA 30303-0307, and (404) 330-6213.

In compliance with the aforementioned, the bidder agrees to furnish and deliver the goods and/or services at the prices indicated. It is agreed that this bid shall constitute an offer, and if accepted by the City, delivered to the designated point(s) within the time specified.

NOTE: Read all instruction, conditions, specifications, etc., in detail. Acceptance of your quotation guarantees your price and it cannot be withdrawn. Check all figures before submitting bid. UPON REQUEST, A COPY OF THE BID TABULATION WILL BE MADE AVAILABLE TO YOU AT A COST OF \$.10 PER PAGE.

All Bids are subject to the following:

1. Compliance with bidding instructions, terms, and conditions.
2. Other provisions, certifications, Insurance, Payment and/or Performance Bonds, if incorporated by reference in this schedule.
3. A completed W-9 Request for taxpayer identification number and Certification Form.
4. A Notarized E-Verify Contractor Affidavit and/or Subcontractor Affidavit, even if not applicable.
5. Enter your City of Atlanta Supplier ID number on page one (1) of the ITB. A Supplier number can be obtained by registering at www.atlantaga.gov.

FIRM NAME _____ SIGNATURE _____

Attachment #1: Summary of Proposal

Objective

In order to expand the transportation options available for disabled residents and visitors, reinforce the city's credentials as a world-class conference and convention market, and strengthen ground transportation services at the world's busiest airport, the City wishes to see more wheelchair accessible taxis being operated in Atlanta.

Proposal

The proposal is a pilot program to increase the supply of accessible taxis and provide data to inform longer term policies.

In order to increase the supply of accessible taxis operated in Atlanta, the City is prepared to offer for lease up to 45 Certificates of Public Necessity and Convenience (CPNCs) for a period of two years (third year City option). CPNCs will be offered for lease in three groups as follows:

- Group I: 20 CPNCs
- Group II: 20 CPNCs
- Group III: 5 CPNCs

Requirements

Successful proponents must meet four requirements:

- Must operate leased CPNCs in conjunction with approved accessible vehicle types
- Must meet specific customer service responsibilities and standards
- Must provide the City with monthly data showing how each leased CPNC has been utilized
- Must comply with all relevant local and state laws at all times

The following will be taken into account:

- Proposed lease payments
- Vendor references

Start date

The City wishes to see an increase in the supply of accessible taxis as quickly as possible. The proposed commencement date for the lease agreement/s is January 1, 2016.

CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

1. PREPARATION OF BIDS -

(a) Bidders are expected to examine this invitation for bid, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the bidder's risk.

(b) Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

2. PROHIBITION AGAINST AND REPORTING OF ANTICOMPETITIVE

PRACTICES - Collusion and other anticompetitive practices among bidders and offer are prohibited by city, state and federal laws, and the City, therefore, establishes the following:

Certification of independent price determination. All bidders or offer shall identify a person having authority to sign for the bidder or offer who shall certify, in writing, as follows:

"I certify that this bid or offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this bid or offer and certify that I am authorized to sign for this bidder or offer or." Compliance with this subsection shall be considered met if the certification of independent price determination, as provided in this subsection, is set forth in an exhibit attached to the bid or offer and appropriate language incorporating the exhibit into the bid or offer is set forth therein.

3. PROHIBITION AGAINST CONFLICTS OF INTEREST – Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below:

(1) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

Yes _____

No _____

- (2) Financial relationships: offerors must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the offeror or the offeror's family members.

Yes _____

No _____

Please describe: _____

4. **AWARD OF CONTRACT** - The contract, if awarded, will be awarded to the responsible bidder whose bid will be most advantageous to the City, price and other factors considered. The contract will be awarded for a term of two (2) year(s) with the option to extend under the same terms and conditions for one (1), one (1) year extension.
5. Failure to observe any of the instructions and conditions may constitute grounds for rejection of your bid.
6. **SECTION 2-1387, CERTIFICATION AS TO NON-DISCRIMINATION IN BIDS AND CONTRACTS.**
- (a) All persons, firms or corporations supplying goods, material, equipment, supplies, improvements to real property, or services of any kind or character to the City of Atlanta, in accordance with section 2-1109, shall certify in writing on all bids and contracts, except those involving federally assisted construction projects, the following words:
- "We, the supplier of goods, materials, equipment or services covered by this bid or contract will not discriminate in any way in connection with this contract in the employment of persons, or refuse to continue the employment of any person, on account of race, creed, color, sex or national origin of such person."
- (b) The wording of subsection (a) herein shall be included as a specification and appear on all bid invitations and purchase orders or contracts prepared as issued by any and all using agencies of the City.
- (c) The federal guidelines, as related to non-discrimination in employment by government contracts and subcontractors promulgated by Executive Order No.11246 of September 24,1965, as amended with respect to sex by Executive Order No. 11375 of October 13, 1967, Sections 202, 203 and 204 of Part II of such orders, are hereby adopted by the City of Atlanta insofar as legally possible to do so, and those persons, firms or corporations set forth in subparagraph (a) above shall comply with same.

(d) The City shall have the right to reject any or all bids, and shall not enter into any contract with any person, firm or corporation and shall refuse to purchase any or all goods, materials, equipment or services from any vendor or contractor who fails to comply with the provisions of subsection (a) and/or (c) herein.

7. **REJECTION OF BID** - Bids may be considered irregular and may be rejected if they show omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The City reserves the right to waive minor informalities or irregularities of bid.

The City reserves the right to accept or reject any and all bids submitted and is in no way obligated to any bidder who submits a bid for the supplies, service or items as set forth in these specifications.

**CITY OF ATLANTA SPECIFICATION FOR
LEASE OF CERTIFICATES OF PUBLIC NECESSITY AND CONVENIENCE**

1. SCOPE AND CLASSIFICATION

1.1 Scope - This specification describes the minimum acceptable vehicle and customer service requirements to lease City Certificates of Public Necessity and Convenience (CPNC) for operating wheelchair accessible taxicabs pursuant to Chapters 162 and 22 of the City Code of Ordinances. The CPNC lease will be for two (2) years with a one (1) year extension. Local and MBE/DBE bidders are encouraged. Bidders may bid on one or more of Group(s) I, II and/or III. (See Attachment #1)

1.2 Classification – The material(s) shall be classified as follows:

GROUP	I	CPNCs, 20
GROUP	II	CPNCs, 20
GROUP	III	CPNCs, 5

2. NOTES

IMPORTANT: INSTRUCTIONS TO ALL BIDDERS:

The City may consider valid only those bids, which comply with these instructions:

2.1 At numbered specific requirement section, all bidders must insert "Compliance" or "Exception" in each space provided.

2.2 Bidder "exceptions", further clarification, or notes must be detailed in these spaces or on an additional sheet referencing the numbered specification paragraph.

FIRM NAME _____ **SIGNATURE** _____

- 2.3 The first lease payment must be made upon execution of the lease agreement with annual payments due thereafter from the date of execution.
- 2.4 Separate awards may be made by group(s) if it appears to be in the best interest of the City to do so.
- 2.5 Default - The contract may be canceled or annulled by the Chief Procurement Officer in whole or in part by written notice of default to the vendor upon non-performance or violation of lease terms. In either event, the defaulting vendor (or his/her surety) shall be liable to the City.
- 2.6 Evaluation Criteria - Listed below are the criteria used to evaluate bids for the City of Atlanta. The criteria are as follows:
- a. Conformance to Specification and/or compliance to the requirements
 - b. Proposed lease payment per CPNC
 - c. Vendor Reference - Vendor shall submit three (3) references demonstrating operation of vehicles for hire generally or accessible vehicles for hire specifically. **(Please see final page of this specification for Vendor Reference form)**
- 2.7 Alternate Bid – Bidders, who have other items they wish to offer in lieu of or in addition to that required by this Contract, should submit a separate Bid marked "ALTERNATE BID FOR BID NO. ~~8456-BL~~". Alternate Bids will automatically be deemed non-responsive and will not be considered for award of the subject Contract. Such bids however, may be examined prior to award the subject Contract and may result in either cancellation of all bids to permit rewriting of the Specifications to include the alternate item in a rebid or the alternate item may be considered for future requirements.
- 2.8 Audit - The vendor shall maintain all books, documents, papers and records pertaining to this contract and to make such books and records available for inspection and auditing, upon reasonable notice by the City. As a result of any such audits, overcharges will be adjusted and compensation made by the vendor as applicable under this contract. Such books and records shall be maintained and made available for inspection and auditing for the duration of this contract and for a period of not less than three (3) years after the expiration date of contract.

FIRM NAME _____

SIGNATURE _____

3. REQUIREMENTS

Please state "Compliance" or "Exception" pursuant the instructions contained in paragraph NOTES, 2.1 and 2.2 of the ITB. Check marks, dittos or any other markings may not be accepted and your bid could be rejected.

Item Number	GROUP I – CPNCs, 20 (Must lease 20 CPNC Licenses) Description	State Quantity	Compliance	Exception
3.1	Vehicle Type			
	One or more of the following vehicles:			
3.1.1	2015- MV1 Accessible or equivalent (State Equivalent: _____)			
3.1.2	2015- Nissan NV 200 Accessible Taxi (BraunAbility) or equivalent (State Equivalent: _____)			
3.1.3	2015- Ford Transit Connect Taxi XL Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.1.4	2015- Toyota Sienna Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.1.5	2015- Toyota Sienna Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.1.6	2015- Toyota Sienna Accessible (Freedom Motors) or equivalent (State Equivalent: _____)			
3.1.7	2015- Dodge Grand Caravan Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.1.8	2015- Dodge Grand Caravan Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.1.9	2014- Toyota Sienna Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.1.10	2014- Dodge Grand Caravan Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.1.11	2014- Nissan NV 200 Accessible Taxi (BraunAbility) or equivalent (State Equivalent: _____)			
3.1.12	2014- Toyota Sienna Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.1.13	2014- Toyota Sienna Accessible (Freedom Motors) or equivalent (State Equivalent: _____)			
3.1.14	2014- Dodge Grand Caravan Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.1.15	2014- Toyota Sienna Accessible (F&R Conversion) or equivalent (State Equivalent: _____)			
3.1.16	2014- MV1 Accessible (Mobility Ventures LLC) or equivalent (State Equivalent: _____)			
3.1.17	2013- Toyota Sienna Accessible (Mobility Works/ Freedom Motors) or equivalent (State Equivalent: _____)			

FIRM NAME _____

SIGNATURE _____

Item Number	GROUP I – CPNCs, 20 (Must lease 20 CPNC Licenses) Description	State Quantity	Compliance	Exception
3.1.18	2013- Toyota Sienna Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.1.19	2013- MV1 Accessible or equivalent (State Equivalent: _____)			

Item Number	GROUP II – CPNCs, 20 (Must lease 20 CPNC Licenses) Description	State Quantity	Compliance	Exception
3.2	Vehicle Type			
	One or more of the following vehicles:			
3.2.1	2015- MV1 Accessible or equivalent (State Equivalent: _____)			
3.2.2	2015- Nissan NV 200 Accessible Taxi (BraunAbility) or equivalent (State Equivalent: _____)			
3.2.3	2015- Ford Transit Connect Taxi XL Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.2.4	2015- Toyota Sienna Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.2.5	2015- Toyota Sienna Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.2.6	2015- Toyota Sienna Accessible (Freedom Motors) or equivalent (State Equivalent: _____)			
3.2.7	2015- Dodge Grand Caravan Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.2.8	2015- Dodge Grand Caravan Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.2.9	2014- Toyota Sienna Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.2.10	2014- Dodge Grand Caravan Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.2.11	2014- Nissan NV 200 Accessible Taxi (BraunAbility) or equivalent (State Equivalent: _____)			
3.2.12	2014- Toyota Sienna Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.2.13	2014- Toyota Sienna Accessible (Freedom Motors) or equivalent (State Equivalent: _____)			
3.2.14	2014- Dodge Grand Caravan Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.2.15	2014- Toyota Sienna Accessible (F&R Conversion) or equivalent (State Equivalent: _____)			
3.2.16	2014- MV1 Accessible (Mobility Ventures LLC) or equivalent (State Equivalent: _____)			

FIRM NAME _____ SIGNATURE _____

Item Number	GROUP II – CPNCs, 20 (Must lease 20 CPNC Licenses)	State Quantity	Compliance	Exception
3.2.17	2013- Toyota Sienna Accessible (Mobility Works/ Freedom Motors) or equivalent (State Equivalent: _____)			
3.2.18	2013- Toyota Sienna Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.2.19	2013- MV1 Accessible or equivalent (State Equivalent: _____)			

Item Number	GROUP III – CPNCs, 5 (Must lease 5 CPNC License) Description	State Quantity	Compliance	Exception
3.3	Vehicle Type			
	One or more of the following vehicles:			
3.3.1	2015- MV1 Accessible or equivalent (State Equivalent: _____)			
3.3.2	2015- Nissan NV 200 Accessible Taxi (BraunAbility) or equivalent (State Equivalent: _____)			
3.3.3	2015- Ford Transit Connect Taxi XL Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.3.4	2015- Toyota Sienna Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.3.5	2015- Toyota Sienna Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.3.6	2015- Toyota Sienna Accessible (Freedom Motors) or equivalent (State Equivalent: _____)			
3.3.7	2015- Dodge Grand Caravan Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.3.8	2015- Dodge Grand Caravan Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.3.9	2014- Toyota Sienna Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.3.10	2014- Dodge Grand Caravan Accessible (Mobility Works) or equivalent (State Equivalent: _____)			
3.3.11	2014- Nissan NV 200 Accessible Taxi (BraunAbility) or equivalent (State Equivalent: _____)			
3.3.12	2014- Toyota Sienna Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.3.13	2014- Toyota Sienna Accessible (Freedom Motors) or equivalent (State Equivalent: _____)			
3.3.14	2014- Dodge Grand Caravan Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.3.15	2014- Toyota Sienna Accessible (F&R Conversion) or equivalent (State Equivalent: _____)			
3.3.16	2014- MV1 Accessible (Mobility Ventures LLC) or equivalent (State Equivalent: _____)			

FIRM NAME _____ SIGNATURE _____

Item Number	GROUP III – CPNCs, 5 (Must lease 5 CPNC License) Description	State Quantity	Compliance	Exception
3.3.17	2013- Toyota Sienna Accessible (Mobility Works/ Freedom Motors) or equivalent (State Equivalent: _____)			
3.3.18	2013- Toyota Sienna Accessible (BraunAbility) or equivalent (State Equivalent: _____)			
3.3.19	2013- MV1 Accessible or equivalent (State Equivalent: _____)			
3.4	Service Provider Responsibilities		Compliance	Exception
3.4.1	Lessee shall state the minimum quantity of leased CPNCs which shall be operable as taxicabs 24 hours a day, 7 days a week: _____			
3.4.2	Lessee shall furnish comprehensive data on the taxi services provided under the leased CPNCs to the City on a monthly basis. This information shall include: number of trips provided, fare revenues, trip times and distances, total mileage driven, mileage spent en route/providing service (i.e. hired or paid mileage), customer response times (dispatch to pick up).			
3.4.3	Lessee shall state the manner in which fares may be booked 24/7. Mobile Application _____ Website _____ Telephone _____ Other (state:)			
3.4.4	Lessee shall ensure leased CPNCs are operated in conjunction with wheelchair accessible taxicabs in accordance with the lease agreement by January 1, 2016.			
3.4.5	Lessee shall agree not to assign, convey or sublease the leased CPNCs absent express written approval from the City.			
3.4.6	Lessee shall comply with City ordinances and state and federal laws applicable to the operation of vehicles for hire. These shall include, but are not limited to Chapter 22, Article III, Division 7 of the City of Atlanta Code of Ordinances; and Chapter 162, Article II.			
3.4.7	Lessee shall comply with lease agreement (See Attachment #2)			
3.4.8	Lessee shall make lease payments to the City of Atlanta. Lessee shall deliver the first payment upon execution of the lease agreement with annual payments due thereafter from the date of execution.			
3.4.9	Lessee shall indemnify the City of Atlanta from all liability associated with the operation of the leased CPNCs.			

3.5 If exceptions are taken to attached lease agreement bidder must provide a statement of exceptions for review by the City. **(See Attachment #2)**

Compliance

Exception

3.6 If you quote, please sign each "Bid Sheet" in blue ink, DO NOT 'white out' entries or your bid may be deemed non-responsive. And, put the name of your company on each of the bid sheets or your bid may be deemed non-responsive.

Compliance

Exception

FIRM NAME _____

SIGNATURE _____

3.7 Submit the original and one (1) copy of the bid and required attachments.

Compliance

Exception

4. **APPLICABLE DOCUMENTS, STANDARDS AND SPECIFICATIONS**

4. Reserved

5. **QUALITY ASSURANCE PROVISIONS**

5.1 Certification - Lessee, and lessee's associates shall secure all certification required by state and federal law and the City of Atlanta Code of Ordinances for the operation of vehicles for hire. These include, but are not limited to an occupational tax certificate (business license) issued in accordance with Chapter 30 of the City of Atlanta Code of Ordinances and a Taxicab Company permit issued in accordance with Chapter 162 of the City of Atlanta Code of Ordinances. Possession of the requisite certification is not necessary to bid, however, failure to secure such before operation shall be considered a breach of the terms of the lease. |

5.2 Protection - The lessee shall indemnify the City of Atlanta its successors, assigns, agents, affiliates, officers, directors, employees, representatives, insurers, and attorneys and each of them of and from any and all claims, debts, liabilities, demands, obligations, damages, fines, costs, expenses, attorneys' fees, actions and causes of action, of every nature, related to or originating from the Lessee's operation of the Leased CPNCs.

FIRM NAME _____

SIGNATURE _____

6. **FACE SHEET AND ALL PAGES OF THIS SPECIFICATION, SIGNED BY AN AUTHORIZED REPRESENTATIVE, MUST BE RETURNED WITH YOUR BID; OTHERWISE BID MAYBE CONSIDERED INVALID.**
7. **IF YOU DO NOT QUOTE, PLEASE RETURN THE COVER SHEET WITH YOUR COMPANY NAME AND THE REASONS YOU ARE NOT QUOTING. OTHERWISE, AFTER THREE (3) NO RESPONSES YOUR COMPANY'S NAME MAY BE REMOVED FROM OUR VENDOR LIST.**
8. **IF YOU QUOTE, PLEASE SIGN EACH "BID SHEET" IN BLUE INK, DO NOT 'WHITE OUT' ENTRIES OR YOUR BID MAY BE DEEMED NON-RESPONSIVE. AND, PUT THE NAME OF YOUR COMPANY ON EACH OF THE BID SHEETS OR YOUR BID MAY BE DEEMED NON-RESPONSIVE.**
9. **SUBMIT THE ORIGINAL AND ONE (1) COPY OF THE BID AND REQUIRED ATTACHMENTS.**

FIRM NAME _____

SIGNATURE _____

VENDOR REFERENCES

PROJECT TYPE: CPNCs Lease ITB/FC NO.: 8456-BL BUYER/CO: Brandi Lennon

PROJECT NAME: LEASE OF CERTIFICATES OF PUBLIC NECESSITY AND CONVENIENCE

DEPARTMENT OF PROCUREMENT EMPLOYEES CANNOT BE LISTED AS VENDOR REFERENCES

1. _____
Company Name Contact Person

_____ Address City/State/Zip

_____ Phone Number County

COMMENTS: _____

2. _____
Company Name Contact Person

_____ Address City/State/Zip

_____ Phone Number County

COMMENTS: _____

3. _____
Company Name Contact Person

_____ Address City/State/Zip

_____ Phone Number County

COMMENTS: _____

FIRM NAME _____ SIGNATURE _____



CITY OF ATLANTA
 DEPARTMENT OF PROCUREMENT
 55 TRINITY AVENUE, SW, SUITE 1900
 ATLANTA, GEORGIA 30303-0307
 (404) 330-6204

PRICING SHEET
 BID NUMBER
 8456-BL
 Page 1 of 2

QUAN.

UNIT PRICE

TOTAL

NOTE TO ALL BIDDERS

IN COMPLIANCE WITH THE REQUIREMENTS OF THIS SPECIFICATION (IF APPLICABLE), VENDOR MUST SUBMIT WITH BID TWO (2) SETS OF DESCRIPTIVE LITERATURE OR YOUR BID MAY NOT BE CONSIDERED.

Bids shall be held firm for 120 days after bid opening date and time.

GROUP I -

1. CPNCs (20 Certificates) \$ _____ \$ _____

TOTAL OF GROUP I: \$ _____

GROUP II -

1. CPNCs (20 Certificates) \$ _____ \$ _____

TOTAL OF GROUP II: \$ _____

Group III -

1. CPNCs (5 Certificates) \$ _____ \$ _____

TOTAL OF GROUP III: \$ _____

FIRM NAME _____

SIGNATURE _____

TITLE _____

____/____/____
DATE



CITY OF ATLANTA
 DEPARTMENT OF PROCUREMENT
 55 TRINITY AVENUE, SW, SUITE 1900
 ATLANTA, GEORGIA 30303-0307
 (404) 330-6204

PRICING SHEET
 BID NUMBER
 8456-BL
 Page 2 of 2

QUAN.

UNIT PRICE

TOTAL

EXTENSIONS, TOTALS AND GRAND TOTAL, IF APPLICABLE, SHALL BE ENTERED IN SPACES PROVIDED. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.

 Upon request, a copy of the bid tabulation will be made available at a cost of \$.10 per page.

TERMS

_____ % _____ 30 Days

DELIVERY: Time Required for Delivery After Receipt Order

_____ Days

FIRM NAME

SIGNATURE

TITLE

_____/_____/_____
 DATE

CPNC LEASE AGREEMENT

THIS CPNC LEASE AGREEMENT (the "Lease") is made and entered into as of the _____ day of _____, 201____, between the **CITY OF ATLANTA, GEORGIA** ("City") and _____ ("Lessee").

W I T N E S S E T H:

WHEREAS, the City has determined that there is a need to increase the number of taxicabs which may lawfully operate within the jurisdictional limits of the City of Atlanta which are wheelchair accessible.

WHEREAS, in furtherance of the foregoing, City desires to lease to Lessee, and Lessee desires to lease from City, certain Certificates of Public Necessity and Convenience (Leased CPNCs), described in Exhibit A hereto upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the Leased CPNCs, the mutual covenants herein contained, the sum of _____ in hand paid by each party hereto to the other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:

1. **Leased CPNCs.** City hereby grants to Lessee a leasehold interest in the CPNCs identified on Exhibit A (each CPNC is a "Leased CPNC", and the CPNCs collectively are the "Leased CPNCs") to this Lease.

2. **Term.** The term of this Lease (as may be extended pursuant to this Paragraph 2, the "Term") shall commence on _____, 201____ (the "Commencement Date") and shall end on _____, 201____ (the "Termination Date"). The City will have the right to extend the Term for one (1) periods of 1 year (an "Extension Term") by providing Lessee with written notice at least one hundred twenty (120) days prior to, the Termination Date. Upon the commencement of an Extension Term, the Termination Date will be deemed to refer to the last day of that Extension Term. During an Extension Term, Lessee's use of the Leased CPNCs will be on the same terms, conditions, and covenants set forth in this Lease.

3. **Lease Payments.** Commencing on the Commencement Date, and continuing thereafter throughout the Term and any extensions or renewals thereof, Lessee hereby agrees to pay to City an annual payment (the "Lease Payment") in the amount of \$_____ per Leased CPNC. The initial annual Lease Payment will be due within five (5) business days after the Commencement Date and thereafter within five (5) business days after each anniversary of the

Commencement Date. Lessee hereby agrees to pay such amount to City at City's address as provided herein in advance, without demand, deduction, set-off or counterclaim.

4. **Use of Leased CPNCs.**

(a) The Leased CPNCs shall be used by Lessee in conjunction with taxicabs in accordance with City ordinances and state and federal laws applicable to the operation of vehicles for hire. These shall include, but shall not be limited to Chapter 22, Article II, Division 7 of the City of Atlanta Code of Ordinances and Chapter 162, Article II of the City of Atlanta Code of Ordinances.

(b) Lessee shall operate the Leased CPNCs in conjunction with certain wheelchair accessible vehicles identified in Exhibit B to this Lease. Should Lessee desire to operate a Leased CPNC as a taxicab in conjunction with a wheelchair accessible vehicle not so identified, Lessee must seek express written permission from the City prior commencing operation of the Leased CPNC as a taxicab in conjunction with the wheelchair accessible vehicle not so identified.

(c) Beginning on January 1, 2016, Lessee shall operate _____ Leased CPNCs as taxicabs twenty-four (24) hours a day, seven (7) days a week.

(d) Within five days of the first business day of every month of the Term and of any extension or renewals thereof, beginning on February 1, 2016, Lessee shall furnish the City with a Microsoft Excel report which shall include data concerning the taxi services provided under the leased CPNCs. This information shall include:

- (i) The number of trips provided under the Leased CPNCs during the previous month;
- (ii) Lessee's revenue from fares from the Leased CPNCs during the previous month;
- (iii) Trip times and distances under the Leased CPNCs during the previous month;
- (iv) Total mileage driven by vehicles operated in conjunction with the Leased CPNCs during the previous month;
- (v) Mileage spent en route/providing service (i.e. hired or paid mileage), by vehicles operated in conjunction with the Leased CPNCs during the previous month;
- (vi) Time from initial dispatch to customer pick up for dispatched fares secured by vehicles operated in conjunction with the Leased CPNCs during the previous month; and
- (vii) Locations of fare origination and termination.

(e) Lessee shall ensure fares may be booked by (check applicable) _____
[Website], _____ [Mobile Application], _____ [Telephone],
_____ [Other] 24 hours a day, 7 days a week.

5. **Assignment, Sublease and Sublicense.** Lessee may not assign, transfer, sell, mortgage, encumber or otherwise convey (whether voluntarily, involuntarily or by operation of law) the Leased CPNCs (or any interest therein) nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Leased CPNCs (or any interest therein) in whole or in part without express written permission by the City. Notwithstanding the foregoing, Lessee will have the right to negotiate and enter into agreement(s) with properly authorized drivers for the purpose of operating the Leased CPNCs in conjunction with approved vehicles, and the City agrees that Lessee will have the flexibility to execute such negotiated agreements without the City's prior approval.

6. **Amendments.** All prior understandings and agreements between the parties are merged within this Lease, which alone fully and completely sets forth the understanding of the parties. Any amendments to this Lease, either contemplated in this Lease or otherwise, must be in writing and upon mutual consent of the parties thereto.

7. **Notices.** Any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally, by reputable overnight courier, or sent by certified mail - return receipt requested addressed, if to City, as follows:

Attention:

and if to Lessee, as follows:

Attention:

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection) or three (3) business days after being mailed postage pre-paid to the above addresses.

8. **Indemnification and Hold Harmless.** Lessee hereby agrees to indemnify, hold harmless, release, and forever discharge the City and all of the City's successors, assigns, agents, affiliates, officers, directors, employees, representatives, insurers, and attorneys and each of them of and from any and all fines, fees, claims, debts, liabilities, demands, obligations, damages, costs, expenses, attorneys' fees, actions and causes of action, of every nature, character and description, known or unknown, related to the operation of the Leased CPNCs which may at any time following the Commencement Date be held to the City, excepting enforcing this Agreement.

9. **Revocation of Right to Interest in Leased CPNCs.** If Lessee fails to comply with the obligations imposed upon Lessee hereunder, including timely payment of the Lease Payment, or if the Term expires, Lessee's right to a leasehold interest in the Leased CPNCs shall cease immediately, and Lessee shall have no further rights under this Lease. The City's receipt of any fees with knowledge of any default by Lessee under this Lease shall not be a waiver of such default, and no waiver by the City of any provision of this Lease shall be deemed to have been made unless set forth in writing and signed by the City. The failure of the City to insist at any time upon strict performance of any of the terms of this Lease, or to exercise any option, right, power, or remedy contained in this Lease is not a waiver said right or remedy in the future.

10. **Force Majeure.** When a period of time is herein prescribed for any action to be taken by either party, such party shall not be liable or responsible for and there shall be excluded from computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of such party. However, the foregoing will not relieve Lessee of the obligation to timely pay all sums due under this Lease.

11. **Severability.** If any clause or provision of this Lease is determined to be illegal, invalid or unenforceable under present or future laws effective during the Term, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

12. **Amendments; Binding Effect.** This Lease may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Lease shall be deemed to have been waived by City unless such waiver be in writing signed by City and addressed to Lessee, nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of City

to insist upon the performance by Lessee in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided.

13. **Captions**. The captions contained in this Lease are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Lease.

14. **Exhibits and Attachments**. All exhibits, attachments, riders and addenda referred to in this Lease are incorporated into this Lease and made a part hereof for all intents and purposes.

15. **Time of the Essence**. Time is of the essence with regard to each provision of this Lease.

16. **Governing Law**. This Lease shall be construed and interpreted in accordance with and governed by the laws of Georgia.

17. **Covenants are Independent**. Each covenant of City and Lessee under this Lease is independent of each other covenant under this Lease. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant.

18. **Transferees, Successors and Assigns**. The covenants and agreements herein contained shall bind and inure to the benefit of City, Lessee, and their respective transferees, successors and assigns (subject, however, to the provisions of Paragraph 5 hereof).

19. **Entire Agreement**. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect.

20. **Counterparts**. This Lease may be executed in multiple counterparts, each of which will constitute an original, but all of which taken together will constitute one and the same instrument.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed under seal and delivered, on the day and year first above written.

CITY:

CITY OF ATLANTA

Recommend By:

Name: Adam Smith

Title: Chief Procurement Officer

By:

Name: _____

Title: _____

Approved as to Form:

Name: _____

Title: _____ City Attorney

Attest: _____

Name: _____

Title: _____

(CORPORATE SEAL)

LESSEE:

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

EXHIBIT A

LEASED CPNCS

EXHIBIT B

VEHICLE TYPES TO BE OPERATED IN CONJUNCTION WITH THE LEASED CPNCS

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201__

NOTARY PUBLIC

My Commission Expires: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number
: : : :
or
Employer identification number
: : : :

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

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.

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.

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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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

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

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

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

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

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

¹List 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.

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

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

⁴List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. 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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.