

IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT

1. IDL AREA OR FPD a. Name and address: Pend Oreille Supervisory Areas 2550 HWY 2 W. Sandpoint, ID 83864		AGREEMENT NUM preement): IDL-POS-		ear on all document	ts relating to this
	3.	EFFECTIVE DATES	OF AGREEME	ENT:	
	a.	beginning 7/15/24		b. ending 12/31/2	2027
b. Phone Number: (208) 263-5104 c. FAX Number: bhicks@idl.idaho.gov d. Email:	-				
4. CONTRACTOR a. Name and address:	5	POINT OF HIRE (Lo	ocation when hir	red if 6	ORDERING
Nathan Baker- Seven Bakers LLC		fferent than Block 4):			SPATCH CENTER
6561 Upper Gold Creek Rd. Sandpoint, ID 83864					CDC
b. LUMA Vendor Number:	7.	THE WORK RATE I BEING FURNISHE		LL OPERATING S	UPPLIES
c. Email: nathanperkinsbaker@gmail.com		CONTRACTOR		OVERNMENT (dry)	
d. Phone Number:	8	OPERATOR FURN			
FAX Number:	0.	CONTRACTOR		OVERNMENT	
Cell Phone Number: (406) 550-3653	9.	Contrtor Authorized			
		Yes	No No	5	
10. ITEM DESCRIPTION: equipment (include VIN, make, model, year, serial no., accessories or other identifying features).	11. NO. OF	12. HRLY/DAILY/I S SHIFT BASIS (ss/		13. SPECIAL	14. GUARANTEE (8 HOURS)
	PER SHIFT	Rate	Unit		(011001(0))
1991 Ford L8000 1FDXR82A2MVA08257 2000 gal. Type 3	1	\$1360	Day		\$1360
Water Tender, Support Type 3	1	\$2176 Double Shift			
	<u> </u>				
	L				
15. Will work in the following areas: 16. SPECIAL PROVISIONS:	1	1		L	
POS FPD					
KVS FPD					
PLS FPD					
Dispatch Zone					
All State Protection					
17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE 18.	DATE	20. IDL REPRES	SENTATIVE		21. DATE
	lie la	1 3.	/	Lin	7/15/2024
19. PRINT NAME AND TITLE	713/20	22. a. PRINT NA	ME AND TITLE	- wa	
11/51 0 10	1		ks- Fire Warden		
Nathan Baker Owner/Open	2/15/20 ator	Bhan C. Hic	KS- FILE Warden		
				REV	. 5/24

23. AGREEMENT NUMBER (Must appear on all documents relating to this agreement); DL-POS-24-011

Page 2 of 2

 ITEM DESCRIPTION: equipment or animals (include VIN, make, model, year, serial no., accessories or other identifying features). 	25. NO. OF OPERATORS PER SHIFT	26. HRLY/DAILY/ SHIFT BASIS (ss/ Rate	MILEAGE/ ds; ref. Cl.6) Unit	27. SPECIAL	28. GUARANTEE (8 HOURS)
5				,	
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Σ s					
2					
29. CONTRACTOR'S INITIALS:		30. IDL REPRESE	NTATIVE'S INI	TIALS:	
NAR	6	30. IDL REPRESE BCH	Bctt		



IDAHO DEPARTMENT OF LANDS PRESEASON CONTRACT PROVISIONS

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this Agreement/Contract, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, and Contracting Officers. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the resource order number upon arrival and check in at the incident. The Incident Commander, or designee, is authorized to administer the technical aspects of this Agreement/Contract. Equipment furnished under this Agreement/Contract may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include, but is not limited to, unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering this Agreement/Contract, the Contractor agrees that what is considered wear and tear under this Agreement/Contract is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1: Condition of Equipment:

All equipment furnished under this Agreement/Contract shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident, point of inspection or return to the Point of Hire, will be made for equipment that does not pass inspection. No payment will be made for the time that the equipment was not available.

CLAUSE 2: Time Under Hire:

The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the Point of Hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3 Operating Supplies:

As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor *(wet)*, the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4 Repairs:

Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 5 Timekeeping:

Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest half hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6 Payments:

- Rates of Payments Rates for equipment hired with Contractor-Furnished Operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:
 - Work Rates (Column 12) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.
 ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.
 - ii) Special Rate (Column 13)- shall apply when specified.
 - iii) <u>Guarantee-</u> For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in Column 14. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in Column 14. The guarantee is not applicable to equipment hired under the daily rate. Equipment under transport is time under hire and compensated through the guarantee. If equipment is transported under its own power, it is compensated under the work rate.

iv) <u>Daily Rate</u> (Column 12) - Payment will be made on the basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the daily rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.

Single day Under Hire: Pay a fractional day (1/2 rate) for resources that work 8 hours or less. Multiple Consecutive Days Under Hire:

- 1. First Day Under Hire: If hired prior to 1600 hours, pay a full day rate. If hired after 1600 hours, pay a fractional day (1/2 rate).
- Last Day Under Hire: If released prior to 0800 hours, pay a fractional day (1/2 rate). If released after 0800 hours, pay a full day rate.
- v) Shift Basis (Portion of Calendar Day)

Single Shift (SS) is staffed with one operator or one crew.

Double Shift (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift. Agency personnel at the Section Chief level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

- b) Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for:
 - i) Actual units ordered and performed under work or daily, shift basis and/or special rates, or
 - ii) The guarantee earned, whichever is the greater amount.

CLAUSE 7 Exceptions:

- a) <u>Daily Rate or Guarantee</u>: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor-Furnished Operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan (IAP). If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the Contractor for the total hours worked before equipment became non-operational.
- If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the Point of Hire.
- ii) After inspection and acceptance for use, equipment and/or furnished operator(s), that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor, or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph i) above, that the Government shall pay return travel. The Government shall calculate travel in accordance with normal release of resource. The contractor shall bear any additional cost returning resource and/or operator(s) to the point of hire.
- iii) No payment will accrue under Clause 6 when the Contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the Contractor may be released from the incident.
- b) <u>Transport:</u> If there is a single operator for both the heavy equipment and transport, the transport guarantee is reduced to 65% of the transport minimum daily guarantee. The mileage rate is not reduced. Transport is considered released once the heavy equipment is delivered and unloaded at the incident, unless one of the following exceptions apply:
 - If approved by the government, the contractor may keep the transport at the incident, after it has been released, at no additional cost to the government.
 - Incident may retain transport under hire for the sole purpose of transporting the heavy equipment that was originally ordered; the mileage rate or the minimum daily guarantee, whichever is greater will be paid until the transport is released.
 - iii) If the Transport is retained by the Incident, it must be documented by the Incident Commander or the Operations Sections Chief in writing. Transport will then be paid the agreed rate until released from incident.
 - For transport with a separate operator, the name of the transport operator must be listed in the Remarks block (block 14) of the daily shift ticket.

CLAUSE 8 Subsistence:

When Government subsistence incident camps are available, meals and bedding for Contractor's will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9 Loss, Damage, or Destruction:

- a) For equipment furnished under this Agreement/Contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or Contractor's employees.
- b) For equipment furnished under this Agreement/Contract with operator, the Government shall not be liable for any loss, damage, or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for the safety of the equipment.

FMH 840 - Attachment 1

CLAUSE 10 Contractor's Responsibility for Property and Personal Damages:

Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or designee or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

a) Insurance Requirements:

The Contractor shall obtain and retain in force for the duration of this contract, the following forms of insurance written by an insurance company licensed and admitted in Idaho. The Contractor shall furnish the Idaho Department of Lands with an Acord Form or Certificate of Insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. All certificates shall provide for ten (10) days' written notice to the Idaho Department of Lands prior to cancellation or material change of any insurance referred to therein. All policies required shall be written such that the insurance of the Contractor is primary, and any insurance carried by the state of Idaho, its departments, agents, officials, and employees shall be excess and not contributory to the insurance provided by the Contractor.

All policies shall be endorsed to include the "state of Idaho, its departments, agents, officials, and employees as additional insureds" and shall protect the Contractor and IDL from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under this contract whether such operations be by the Contractor, his employees, subcontractors, agents, or guests.

All policies shall contain waiver of subrogation coverage or endorsements. Failure of the Idaho Department of Lands to demand such certificate(s) or other evidence of full compliance with these insurance requirements, or failure of the Idaho Department of Lands to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract. The Contractor shall provide certified copies of all insurance policies required within ten (10) days if requested by the Idaho Department of Lands.

- ii) By requiring insurance herein, the Idaho Department of Lands does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to IDL in this contract.
- iii) The Contractor shall require all subcontractors utilized in performance of this contract to provide Certificates of Insurance to the Idaho Department of Lands evidencing insurance coverage with the required additional insured endorsements as set forth in the preceding paragraphs.

b) Dozers, Excavators, Feller/Buncher, Skidders, Heavy Equipment, Transport Vehicles/Lowboys

i) <u>Commercial General and Umbrella Liability Insurance</u>

The contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

- Automobile Insurance The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.
- iii) Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. The contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

Operated Transportation, Privately-owned Vehicles (Automobiles, Pick-ups, 2x4 and 4x4, Sport Utility Vehicles, Trucks (stake side/stock)

i) Commercial General and Umbrella Liability Insurance

The contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$1,000,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

ii) Automobile Insurance

The Contractor shall maintain automobile liability insurance which shall provide a minimum \$1,000,000 combined single limit per occurrence and shall include coverage for owned, non-owned, and hired automobiles.

iii) Workers' Compensation Insurance

The Contractor shall maintain Workers' Compensation insurance including employer's liability in the amount required by statute covering employees of Contractor and any uninsured subcontractors. The contractor shall furnish the Idaho Department of Lands with a Certificate of Insurance evidencing such coverage.

All-Terrain Vehicles (ATV) and Utility Terrain Vehicles (UTV)

i) General Liability Insurance

d)

The contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a combined single limit of not less than \$500,000 each occurrence. The CGL shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.

CLAUSE 11 Deductions:

Unless specifically stated elsewhere in this Agreement/Contract the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12 Personal Protective Clothing and Equipment:

The Government considers operators as fireline personnel who will use, and wear specified articles of personal protective equipment. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this Agreement/Contract:

- a) Clothing: Boots, minimum 8 inches high, lace-type leather work boot with Vibram-type soles (boots are provided by the Contractor); hard hat with chin strap; fire resistant long sleeve shirt and trousers, or fire-resistant jumpsuit; leather or leather/flame resistant combination gloves; goggles/safety glasses; and ear plugs/hearing protection. When using a chainsaw, saw chaps will be required for leg protection.
- b) Equipment: fire shelter; headlamp; individual first aid kit.
- c) Other items may be issued by the Government.

Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government-furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13 Commercial Motor Vehicles:

All commercial motor vehicles must meet Department of Transportation (DOT) requirements. The regulations can be found at the following website: www.fmcsa.dot.gov.

CLAUSE 14 Claims Settlement Authority:

Claims against the state of Idaho for incidents under IDL jurisdiction will be submitted in accordance with the IDL Incident Business Operating Guide.

CLAUSE 15 Changes:

Changes to this Agreement/Contract may only be made by the original signing procurement official. If the original signing procurement official is not available and adjustments are deemed appropriate, a new Agreement/Contract shall be executed at the incident and shall be applicable only for the duration of that incident. The Agreement/Contract will include the name and location of the incident.

CLAUSE 16 Firearm – Weapon Prohibition:

The possession of firearms, or other dangerous weapons, are prohibited at all times while on government property and during performance of services, under this Agreement/Contract. The term dangerous weapon does not include a pocketknife with a blade less than 2 ½ inches in length or multipurpose tools such as a Leatherman.

CLAUSE 17 Work/Rest and Length of Assignment:

The Contractor is required to follow the work/rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov.

CLAUSE 18 Harassment Free Workplace:

The contracting agency will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The contracting agencies strive for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as Contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by jo supervision, by coaching, by training, by contract enforcement, and by other means). All employees, Contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

ACORD	ED.	TIC		011 1			- [DATE	(MM/DD/YYYY)
			ICATE OF LIAI					03	3/24/2024
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						sed. on			
PRODUCER	the ce	ertifi	icate noider in lieu of such	CONTA NAME:		seler		and the second	
Martinen LLC				DUONE	1544) 5	36-1726	FAX (A/C, No)	(541)	536-1568
P.O. Box 327				E-MAIL ADDRE	ss: pam@ba	ncorpinsuranc		; (011)	
La Pine			OR 97739	INSURE		SURER(S) AFFO	RDING COVERAGE		NAIC #
INSURED				INSURE					11130
Seven Bakers LLC				INSURE					
6561 Upper Gold Creek Rd.				INSURE	RD:				
Sand Point			ID 83864	INSURE					
	TIFICA	TEI	NUMBER: CL2432434602	INSURE	RF:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERT EXCLUSIONS AND CONDITIONS OF SUCH PO	INSURA REMEN	IT, TE	E LISTED BELOW HAVE BEEN ERM OR CONDITION OF ANY O	CONTR/	ACT OR OTHER	R DOCUMENT	BOVE FOR THE POLICY PE	THIC	
LTR TYPE OF INSURANCE	ADDL S	UBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)		LIMI	TS	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED		00,000
CLAIMS-MADE CLAIMS-MADE							PREMISES (Ea occurrence)	\$ 100, \$ 5,00	
A			MWPK07677408		01/12/2024	01/12/2025	MED EXP (Any one person) PERSONAL & ADV INJURY	4	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	4	0,000
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
	\vdash	_					COMBINED SINGLE LIMIT	\$	
ANY AUTO							(Ea accident) BODILY INJURY (Per person)	\$ 1,00 \$	0,000
A OWNED AUTOS ONLY SCHEDULED		- 1	MWPK07677408		01/12/2024	01/12/2025	BODILY INJURY (Per accident)	5	
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
							Underinsured motorist	\$ 1,00	0,000
EXCESS LIAB							EACH OCCURRENCE	\$	
CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$		-					PER OTH- STATUTE ER	\$	
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	s	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	"						E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below			eente anglessammengets subar engelster				E.L. DISEASE - POLICY LIMIT	\$	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (ACOF	RD 10	1, Additional Remarks Schedule, m	ay be at	tached if more sp	ace is required)			
CERTIFICATE HOLDER				CANCI	ELLATION				
TH			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
			AUTHORIZED REPRESENTATIVE						

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Depart	Form W-9 Request for Taxpayer (Rev. August 2013) Department of the Treasury Internal Revenue Service Identification Number and Certification					
ge 2.						
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification: Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate Individual/sole proprietor C Corporation C Corporation Partnership P Other (see instructions) ► Address (number, street, and apt. or suite no.) Requester's Requester's City, state, and ZIP pode S 3 8 6 4 List account/number(s) here (optional) Rest	Exempt pay				
to avo reside entitie <i>TIN</i> or Note. numbe	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line bid backup withholding. For individuals, this is your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> n page 3. If the account is in more than one name, see the chart on page 4 for guidelines on whose er to enter.	cial security number 1 7 - 0 ployer identificatio 1 - 0 7 (2-9673			
Part Under	penalties of perjury, I certify that:					

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

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

Sign	Signature of.
Here	U.S. person ►
Here	U.S. person ►

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

 Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are

exempt from the FATCA reporting, is correct.

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

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

An individual who is a U.S. citizen or U.S. resident alien,

Date >

 A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,

- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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