

NOTICE TO BIDDERS

BID NO. SC-1612

In accordance with Title 14-22-101 of the Arkansas Code, notice is hereby given that the Sebastian County Judge will receive sealed proposals at the Purchasing Department, 35 South 6th Street, Room 106, Fort Smith, Arkansas 72901, until 2:00 p.m. on the 9th day of December, 2016, at which time proposals will be publicly opened and read at the Purchasing Department. Proposals will be taken for **Inmate Telephone Services and Related Services** for the Sebastian County Adult Detention Center (SCADC). There will be a pre-bid meeting November 30, 2016 at 10 a.m. at the SCADC. Additional information can be obtained by written request to the Sebastian County Purchasing Department via email at purchasing@co.sebastian.ar.us, by mail at Purchasing Department, 35 South 6th Street, Room 106, Fort Smith, Arkansas 72901, or by visiting the County website at www.sebastiancountyar.gov. Proposals must in all matters comply with the laws of the State of Arkansas. Small businesses, as well as minority or women's businesses, are encouraged to participate in this process. The County Judge reserves the right to reject any or all proposals, waive any formalities or to accept any proposal deemed most advantageous to the County.

Charity Gregory
Purchasing/Facilities Administrator
Sebastian County, Arkansas

For the Times Record:
Legal notice. Publish on November 23 and 27, 2016

Return proof with statement no later than December 15, 2016
To:
David Hudson, County Judge
Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901

SEBASTIAN COUNTY JUDGE
Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901
(479) 784-1502 Fax (479) 784-1550

NOTICE TO: Qualified Bidders

SUBJECT: Request for Proposal, RFP # SC-1612

Sebastian County is interested in receiving sealed written proposals for furnishing the products/services specified in the attached Request for Proposal (RFP). Complete details regarding the products and/or services required by the County, and instructions for participating in the bid process, are included in the attached bid package.

Proposals must be received by the time and date indicated in the RFP. Bids received after the time and date set for opening will not be considered.

Bidders who do not wish to submit a proposal must submit a "No Bid" to continue to be eligible for retention on the Bid List. The Bid List is periodically reviewed and bidders who have not responded to proposal requests are deleted.

If you are interested in submitting a proposal, please be sure the requirements of the RFP are completed since failure to meet the requirements could cause your proposal to be rejected.

Any questions regarding the RFP should be directed to the Purchasing Department in writing at purchasing@co.sebastian.ar.us or via fax at (479) 784-1550.

Charity Gregory
Purchasing/Facilities Administrator
Sebastian County

Attachment: RFP

**REQUEST FOR PROPOSAL
Sebastian County, Arkansas**

COVER SHEET

SECTION I

BID NUMBER: SC-1612

**TITLE: Inmate Telephone Services and Related Services for the Sebastian
County Adult Detention Center**

OPENING: Date: December 9, 2016
Time: 2:00 p.m.
Place: Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas

MAIL SEALED PROPOSALS TO: Sebastian County Purchasing Department
35 South 6th Street, Room 106
Fort Smith, Arkansas 72901

ON OUTSIDE OF PROPOSAL SHOW: (1) Return Address
(2) RFP Opening Date
(3) RFP Number and Title

Bidder must complete the following information:

Name of Bidder: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Instructions:

- (1) Unit prices and extensions are required on proposal form
- (2) Return five (5) copies one (1) original and four (4) copies of entire Request for Proposal
- (3) Proposals must be signed to be accepted
- (4) Any trade discounts should be deducted and net prices shown
- (5) Bidder must guarantee product(s) offered will meet or exceed specifications contained in this Request for Proposal
- (6) Bidding procedures will be in compliance with Arkansas Laws
- (7) Quote: F.O.B. destination
- (8) Terms: Net 30 days

PROPOSAL FORM

BID NO. SC-1612

SECTION II

We, the undersigned, agree to furnish the products and/or services indicated below in accordance with the specifications and conditions contained herein, at the proposal price shown.

It is expressly agreed and understood by and between the parties hereto, and is made a condition precedent to the entering into of any purchase agreement resulting from this invitation to bid, that the County Judge, Sebastian County, shall determine any and all questions or disputes which may arise concerning conformity to the specifications and conditions, and proposals; and the quantity, suitability, and acceptability of all items to be furnished hereunder, and his decision as to such matters shall be final, binding, and conclusive upon the parties hereto.

That this Request for Proposal and proposals submitted hereunder shall be governed by the laws of the State of Arkansas.

We, the undersigned, affirm that this proposal is made on behalf of the undersigned, and is made without collusion on the part of any person, firm or corporation; and that the conditions and other provisions have been carefully examined and are agreed to.

Exceptions to specifications: NO _____ YES _____ (*Attach Itemized List*)

From: _____
(Vendor)

Signature: _____
(Printed Name & Signature)

Date: _____

Title: _____

GENERAL CONDITIONS

1. Proposals must be received no later than the date and time set for bid opening. **Proposals shall be in a sealed envelope clearly marked with the RFP number on the outside or it will not be considered.** Telegraphic, fax or email proposals sent directly to Sebastian County offices will not be considered. Companies must submit one (1) original and four (4) copies of their proposals in order to be considered.
2. Proposals may be withdrawn, modified or corrected by the bidder after it has been submitted, provided a written request to do so is filed with the County Judge prior to the time set for opening the bid. Telegrams or letters received prior to the time set for opening the proposals will be accepted and attached to the unopened proposal, and the proposal will be considered withdrawn, modified, corrected, or otherwise changed accordingly. **No proposal may be withdrawn, modified, corrected, or otherwise changed after the time set for opening the proposals.**
3. **Proposals must be signed to be accepted.** Signature must be that of the individual authorized to obligate the bidder whom is submitting the proposal.
4. The original written or electronic language of the RFP documents shall not be changed or altered except by approved written addendum issued by the Purchasing Office. This does not eliminate bidder(s) from taking exception(s) to non-mandatory terms and conditions, but does clarify that the proposer shall not change the original document's written or electronic language. If proposer(s) wishes to make exception(s) to any of the original language, it must be submitted by the proposer in separate written or electronic language in a manner that clearly explains the exception(s). If proposer's submittal is discovered to contain alterations/changes to the original written documents, the proposer's response may be declared as "non-responsive" and shall not be considered.
5. This RFP may be modified only by amendments written and authorized by the Purchasing Office. Proposers are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the RFP prior to submission. There will be no addendums to a RFP 72 hours prior to the RFP opening. It is the responsibility of the proposer(s) to check the County website, www.sebastiancountyar.gov for any and all addendums up to that time.
6. Specifications are designed to describe the type and quality of the product/services desired by the County. They are not intended to restrict bidding on any like product/service of equal or higher quality. Any exceptions to the specifications must be noted on a separate sheet by reference to the item number in the specifications where the exception is taken. If no exceptions are submitted with the Proposal, and accepted by the County, bidders will be expected to comply with the specifications. Products and/or services will be inspected for compliance prior to acceptance. The County shall determine the equivalency of any proposed substitutes.

7. The County will not reimburse the Company's costs incurred in the preparation and submission of proposals. All proposals shall become the property of the County upon submission. The County reserves the right to negotiate commission rates from the selected qualified companies, subsequent to the submission of proposals, in accordance with the established contractual guidelines of Sebastian County, Arkansas.
8. Proposals shall be submitted on 8 ½ x 11 inch paper, which shall include this form. The proposal should follow the format laid out under Item 8. Submissions should be limited to a maximum of 15 pages, with all required attachments included. Binders, brochures, and materials in this RFP are neither requested nor desired. Please do not submit these with your proposal. If additional information is required, the County will request it after review of the proposals.
9. The Company should submit a base proposal in the manner specified, but may also propose other financial options to the County, either as additions or alternates to the base proposal. Such additional offerings should be clearly identified. The county prefers that the Company's response to the RFP be submitted in same item (paragraph) sequence as the proposal – using the same item (paragraph) numbers for reference.
10. Proposals will be evaluated based upon compliance with the specifications, proposal price, applicability, and suitability of the product/services being offered. Product and vendor reliability, warranty, delivery time, and such other factors deemed appropriate will also be considered to assure the County receives a quality product most advantageous to the county. Assignment of any part or all of payments to a separate vendor accruing under contracts or purchase agreements resulting from this Invitation to Bid will not be authorized. Payment shall only be made to the Contractor or vendor with whom the order is placed.
11. The contents of the RFP will be incorporated into the final Contract documents. All terms and conditions stated herein shall constitute a complete and integrated document and the covenants contained herein shall not be altered or modified, unless such modifying term, conditions, or covenants are in writing and are signed by the Company and the agent of Sebastian County. Due to the anticipated complexities of this contract relationship, the County reserves the right to negotiate final terms and conditions with the Company(s) submitting proposals.
12. The contract awarded in response to the RFP (the "Contract") may be terminated without cause by Sebastian County, by giving the other party not less than 30 days written notice of intent to terminate as of the date specified. The Contract will not be assignable without prior written consent of both parties. Any attempted assignment without such consent shall be void and of no effect.
13. Companies are cautioned that the County is not obligated to ask for or accept data that is essential for a complete and thorough evaluation of the proposal after the opening date. The County may award a contract based on initial submissions without any further

discussion of such proposals. Accordingly, each proposal should be submitted on the most favorable and complete price and technical terms possible. Any ambiguity in any proposal, as the result of omission, error, lack of clarity, or noncompliance by the Company with specification, instructions, and all conditions of the Request for Proposal, shall be construed in the light most favorable to the County.

14. Bid bonds are required.
15. **The Company will be required to furnish, for the life of the Contract, a Performance Bond in a form satisfactory to the County and issued by a surety company authorized to do business in the State of Arkansas, in the amount of the contract. An original and one (1) copy of the bond must be furnished at the time of Contract execution.**
16. **All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from the RFP.** The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance(s) must be provided to the County.
 - a. Workers Compensation, as required by the State of Arkansas.
 - b. Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.
 - c. Commercial Blanket Bond Coverage (theft/fraud by employees) in amounts specified under the contract for work at the facility prior to the signing of the contract.
 - d. Minimum shall be in the total amount of the contract.
17. The responding Company shall perform according to the terms and conditions as stated herein and according to the highest standards and professional practices. Instances of poor performance by the Company will be documented and submitted to the Company for immediate review and corrective action. Continued poor performance will be deemed a breach of the specifications of the RFP and shall be grounds for immediate termination of the contract. A review meeting will be called between the Company and the County when documented instances of poor performance occur. A plan for corrective action, agreeable to both parties will be drafted and implemented. Sebastian County retains the absolute right to assess whether and when performance is subsequently acceptable.
18. Prices quoted will be considered net prices, unless otherwise stated by the bidder in the proposal. Proposal prices must remain firm for 60 days, unless otherwise stated in the specifications.
19. The County is exempt from Federal Excise Taxes and such taxes shall not be included in the proposal price. An exemption certificate will be furnished where required.

20. State and Local Sales Taxes shall be stated as a separate item and shall not be included in the proposal price of the product/services being proposed. If no taxes are so stated, the County will assume that any taxes due have been included in the price quoted and no additional taxes will subsequently be added to the proposal price. The County is Sales Tax Exempt on motor vehicle purchases.
21. The Company will be responsible for collection and payment of all required taxes (local, state, federal) relating to its operation. Sebastian County is prohibited by ordinance from awarding contracts to companies that are delinquent in paying Sebastian County property taxes. If the Company business address is within Sebastian County, proof of payment of real and personal property taxes due in 2014 must be submitted with the proposal or it can be disqualified.
22. It shall be understood and agreed that any material or product purchased under this proposal shall be new and in first class condition unless otherwise stated in or required by the bid invitation.
23. **Warranty:** The Company shall provide a one-year material and labor warranty.
24. After the award of the Contract, all proposals will be open for public inspection. Financial data, trade secrets, test data, and similar proprietary information will, to the extent permitted by law, remain confidential, provided such material is clearly marked by the Company prior to submission of the RFP; however, net cost information may not be confidential.
25. The Company shall indemnify and hold harmless Sebastian County, its officers and employees, from all claims, suits, actions, damages, and costs of every nature and description arising out of or resulting from the Contract or the provision of services under the Contract.
26. The required services are to commence not later than a date to be agreed upon by and between Sebastian County and the Company. The Company is expected to work in a cooperative and coordinated manner with County personnel to ensure proper working operations are maintained for the duration of the project.
27. The Company agrees that Sebastian County or any of its duly authorized representatives shall, at any time during the term of this Contract, have access to and the right to audit and examine any pertinent records of the Company related to this Contract. Company shall keep such records for a period of not less than five (5) years from the date the records are made, unless the County authorizes their earlier disposition. Company agrees to refund to the County any underpayments or overcharges disclosed by any such audit or to take other corrective action as may be required.
28. The Company will obtain and maintain, at its expense and in its name, all necessary licenses and permits required to perform the services described herein.

29. The Company will assume full responsibility for any damage to the County's equipment or premises caused by the negligent or intentional acts of omissions for the Company's employees, agents, or officers, exempt ordinary wear and tear.
30. The name, mailing address, and telephone number of the Company's authorized agent, with authority to bind the firm with respect to questions concerning the Company's proposal, must be clearly stated in the proposal. An authorized officer of the Company must sign the proposal and/or the letter, which transmits the proposal to the County.
31. The County is committed to Equal Opportunity. Therefore, the Company employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by Federal or State law. The Company must pledge to comply with Equal Opportunity Laws and that it will not discriminate against any employees or applicant for employment because of race, color, creed, religion, national origin, sex, age, disability, marital status, or participation of a legally protected activity.
32. All questions or requests for clarification shall be submitted in writing via email at purchasing@co.sebastian.ar.us or mail at 35 South 6th Street Room 106, Fort Smith, AR 72901, ATTN: Purchasing Department. No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. Responses to questions may be handled as an addendum, if the response would provide clarification to the requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.
33. The Company(s) must acknowledge receipt of amendments by letter, telegram, or fax within 48 hours of receipt. Failure to provide such acknowledgment may be grounds for disqualification.
34. The County Judge reserves the right to reject any or all proposals, or any portion thereof, and re-advertise if deemed necessary. Award will be made to the Company whose proposal conforms to the RFP and, in the sole judgment of the County, will be most advantageous to Sebastian County.

GENERAL SPECIFICATIONS

INTRODUCTION

The purpose of this Request for Proposal (RFP) is to seek proposals from qualified providers of Inmate Telephone Service (ITS) to provide inmate telephone equipment and related services at the Sebastian County Adult Detention Center (ADC).

TERM

The required services are to commence not later than a date to be agreed upon by and between Sebastian County (the "County") and the company selected to provide the Inmate Telephone Service (the "Company") and, unless terminated sooner, shall continue in force for two (2) years, with the option of annual extensions thereafter for up to four (4) additional years. **No contract will be automatically renewed at the end of any contract term. Written confirmation shall be required.**

PRE-BID CONFERENCE

A non-mandatory Pre-bid Conference will be held November 30, 2016 at 10:00 a.m. in the ADC at 801 South B Street, Fort Smith, Arkansas to allow for questions and inspect presently installed equipment. Written questions are encouraged prior to the conference to allow the County to have answers readily available.

DAMAGE TO THE PREMISES

The Company will assume full responsibility for any damage to the County's equipment or premises caused by accidental, or the negligent or intentional acts of omissions for the Company's employees, agents, or officers, ordinary wear and tear excepted.

COUNTY LIABILITY

The County will provide space for inmate telephone stations. The County will have no liability to the Company for fraud, theft, damage or loss from whatever cause to the Company's equipment, including but not limited to vandalism/damage inflicted by the inmates on the inmate's stations or the Company's system.

OFFICIAL COMPANY'S REPRESENTATIVE

The name, mailing address, and telephone number of the Company's authorized agent with authority to bind the firm with respect to questions concerning the Company's proposal must be clearly stated in the proposal. An authorized officer of the Company must sign the proposal and/or letter, which transmits the proposal to The County.

REFERENCES

Company must provide a list of the ten (10) largest inmate telephone customers for the last three years, including customer name and address, dates that services were provided, and a contact name and telephone number so that references may be contacted. **It is not acceptable to respond that company's customer references are proprietary information.** Companies are advised that references will be contacted without further consent or approval. In the event Company has, for any reason, failed to complete the full term of an Inmate Telephone Contract,

Company must describe in its proposal such contract including the name and address of the customer and the reason for the failure to complete the contract.

EXPERIENCE

Company shall be experienced in providing phone services to large customers with over 50 stations in one location and shall have an installed base of no less than 200 inmate telephones. Response to this paragraph shall be a full capability statement, including, but not limited to the following:

1. Years and nature of experience in telephone business
2. Certified financial statements
3. Installed Base

SUBCONTRACTORS

If any part of the work is or will be subcontracted, the Company shall provide as part of the proposal a complete description of the sub-contractual organization, the experience level of each of the parties, and the subcontracting arrangements made between the parties. All subcontracted work will be bound by the same terms as contained in the Contract. Company shall be held responsible for all work performed as if Company performed it. Subcontracting of any work or services described herein or assignment of Company's contract will only be permitted upon written request of the Company and written approval by the County.

PROJECT INFORMATION

The ADC is requesting sealed proposals for a fully operational, flexible, secure and reliable inmate telephone system. Currently there are approximately 31 existing fixed inmate telephones, portable inmate telephones as required, and eight (8) Kiosks through Aramark. The average daily population for all facilities year to date is 480. The current provider for this service is Global Tel*Link Corporation located in Mobile, AL. The current telephone locations and gross revenue report is provided (see "Schedule A"), and the current surcharge and commission rates report is provided (see "Schedule B").

Company shall propose equipment, local, intra-LATA and inter-LATA services. Company shall propose a package including, installation, maintenance and collections. Company must inspect each installation site and provide replacement telephones, enclosures and panels as needed. If there are any installation requirements over and beyond those already provided at each site that are necessary for the operation of any inmate telephone such requirements will be supplied at the expense of the Company.

Suppliers offering a proposal in response to this RFP shall be responsible to submit technical solutions based on their programs that meet or exceed the goals and objectives set forth herein.

INSTALLATION REQUIREMENTS

Turnkey Installation – Proposer shall be responsible for all costs associated with the inmate telephone system, including purchase of equipment, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation. Sebastian County shall have no responsibility for any costs associated with the system.

Proposer is responsible for determining all wiring and software requirements; costs associated with the conversion of service from current inmate telephone system providers to the successful new service provider. Successful proposer shall coordinate all details of switching out services with the current vendor.

SERVICE AND SUPPORT REQUIREMENTS

Successful Contractor shall be responsible for maintenance support on a twenty-four (24) hour, seven (7) day per week basis. Please provide, in detail, your company's service and maintenance program. Include remote programming, diagnostics, downloading and trouble-shooting. Describe how the phones are polled, how often, and what information is gathered during remote diagnostics.

All costs for maintenance, support, repair of all software and equipment will be borne by the successful proposer, and will not be deducted from any commissions.

During the term of any contract awarded as a result of the RFP, successful proposer agrees to provide maintenance to diagnose problems, determine proper solutions and provide:

1. The implementation of any required solutions, changes, modifications, updates or other services which are necessary to allow the Software, Hardware and any other telephone equipment to perform in accordance with the specifications as set forth in the RFP.
2. Upgrade the Software and/or hardware to its required performance standards as required in the RFP.
3. Telephone support shall be available to accept calls regarding maintenance twenty-four (24) hours a day, seven (7) days a week. Successful proposer shall respond to a telephone

request for maintenance within four (4) hours after the initial notification.

4. Vendor is requested to offer the option to provide a part time system administrative technician. This individual will be provided to the County by the vendor at no cost to the County. The Administrative Technician will be on site for a minimum of 20 hours per week. The commission form provides space to quote a commission with and without this option.

CALL RATING AND COMMISSION ACCOUNTABILITY

1. A copy of current rates shall be on file with the County. County must be notified in writing, of any proposed increases or decreases in the rates charged. County **MUST** approve increases/decreases in rate(s) prior to any change.
2. Any change in Tariff (Increase or Decrease) which is not approved by the County in writing in advance of the change shall be grounds for termination of contract.
3. The commission offered to the County shall be based on total gross revenue, no deductions or credit will be given for any expenses, allowances, disconnects, fraud, bad debt, uncollectible, un-billable calls which otherwise do not result in revenue to the Company. Total gross billings shall for the purpose of this RFP be defined as total calls placed on or through the Inmate Telephone System, billed at the rates authorized by PSC and FCC approved tariffs, as accepted by the County or as subsequently modified pursuant to the RFP. Companies are cautioned that the commission payable to the County is based on the total gross billings as defined above with absolutely no deductions or credits given to the Company. The commission quoted by each Company should be calculated accordingly. No hidden bill statement fees will be allowed. **See Commission Offer Form that must be completed and submitted with proposal or proposal may be disqualified.**
4. Commissions shall be paid on all call types: Collect, Direct Billed, Pre-Paid Collect, Advance Pay, Debit and Debit Card.
5. Commissions shall be paid **MONTHLY** and shall be accompanied by an inmate telephone commission and summary report which shall include, at a minimum, the following information:
 - Date of Report
 - Time Period Covered
 - Total Number Calls
 - Total Number Minutes
 - Total Gross Revenue (as defined above)
 - Such payment shall arrive no later than 30 days following the calendar month for which commissions are being paid.
6. Failure to pay accurate commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, any agreement executed as a result of the RFP.
7. Proposer must provide an alternative billing option to called parties who are categorized as unbillable by virtue of their selection of an alternative local carrier for service. System

proposed MUST permit the first call attempt to complete and must provide the called party with immediate access to customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll free number to call for information or account set-up, this MUST NOT be the only alternative. Called party account set up must include various payment options such as: credit card, electronic check, Western Union, etc.

8. Proposer must support the ability to have multiple rate schedules at the facility. For example, state inmates may be housed from time to time and may require the application of unique rate schedules for these inmates only without impacting rates charged to other inmates. In addition, the County will accept multiple rate/commission proposals for consideration.
9. Commissions shall be presented in the proposal using the enclosed Commission offer form. Failure to complete this form will be grounds for disqualification of your proposal.
10. Facility must have immediate access to rated call records on-site on a near real-time basis. Once a call has ended, the rated call detail record should be available for reporting using the on-site system software and workstation. Remote rating of calls and remote report generation is not an acceptable alternative. This is true even if live remote access to data is provided.

TECHNICAL REQUIREMENTS AND SPECIFICATIONS

The following identifies the minimum requirements of the desired inmate telephone system:

1. "State of the Art" technology and web based equipment with on-site host/central processor and multilevel password security access. The architecture shall be expandable to allow future growth. Remote or centralized systems are not acceptable.
2. The Inmate Phone System shall process all Inmate Calls on an outgoing, station-to-station, and prepaid basis.
3. All phones shall limit one call per connection.
4. No incoming calls shall be permitted.
5. All Inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.
6. After the dialing sequence, the inmate shall be put "**ON HOLD**". The inmate shall **NOT** be permitted to monitor call progress and shall **NOT** be allowed to communicate with the called party, until the call is positively accepted.
7. The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
8. The System shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility and inmate initiating the call. The system shall have, at a minimum, multi-lingual capabilities for English and Spanish.
9. The system shall provide as a minimum the following security, control and investigative features.

- Deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers. Allow the blocking of specific telephone number such as victims, witnesses, judges, and county staff.
- The System shall be capable of allowing free local calls to certain numbers such as Public Defender, Crime Stoppers, etc.
- Ability to control call duration on the basis of time limits and time of day restrictions.
- The Ability to set time limits and calling hours for destination numbers.
- The system must offer the option of voice biometric technology. This feature must be an integrated part of the call processing system and must offer related analysis tools and capabilities. Products which continue to analyze the voice throughout the length of the call are preferred. The County will not be a “beta site” for unproven technology. If offering this feature, provide references where the feature is installed today – IF offering continuous voice verification, your references must include a site where continuous voice verification has been in service for at least 6 months.
- The system shall provide an integrated capability to monitor, record, store and retrieve inmate phone conversations on a real time basis and retrieve conversations. Recordings must be stored on-line for the entire contract term with the option to archive to DVD.
- Recording playback function must be able to split inmate side of conversation from called party side of conversation to play on separate speakers for more detailed analysis.
- Provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, or interstate), number of minutes of call, reason for disconnect and total call charges. Reports must be available on-site.
- Provide accurate summary revenue reports on site from any system workstation. Reports must include all call types (collect, prepaid collect and debit/debit card) and must reflect the total revenue for each call type, subtotaled by tariff type (Local, IntraLATA, InterLATA, Interstate, and International).
- The System shall be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.
- Call Detail Records – Call records and recordings shall be stored on-line throughout the life of the contract. Alternate proposals of archive storage are not acceptable.
- Inmate Messaging System – the facility may be interested in a system which allows inmates to send short duration messages (voice mail) to called parties. All messages are to be recorded and stored for investigative purposes within the call

processing system. The receiving called party may be charged a reasonable fee for each message.

- The System shall offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access activity shall not impair system functionality or performance in any way.

EQUIPMENT

1. All telephone equipment provided shall be new and completely operational at cutover.
2. All equipment shall comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
3. All systems proposed shall meet ADA standards. During the course of the contract, proposer may be required to provide telephones with TDD capability at no charge.
4. All inmate telephones shall be indestructible type telephones suitable for use in a jail, tamperproof, with steel encased housings and shockproof keypads. All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible. The hand set cord shall be armored with a stainless steel lanyard. All phone instruments shall be waterproof, fireproof and feature DTMF dialing.
5. All telephone instruments shall be line powered and have UPS back-up power. No separate power supply shall be required. The UPS back-up as other equipment, whether or not specifically mentioned, to complete a total inmate telephone system will be the responsibility of the successful proposer and any and all costs will be borne by the successful proposer and will not be deducted from Commissions.

OPTIONS

Sebastian County may be interested in the optional features and technology that each vendor has to offer. These value-added options can be additional features of the system, integrated solutions or external technologies that complement the inmate calling system and enhance our ability to perform investigations. Technologies proposed may be included in the bid at no cost or offered at an additional price, which may be funded from commission revenue.

BILLING

All call records shall be downloaded daily directly to the billing company. Company must describe this process in detail in response to this paragraph, specifically how tampering with call records is addressed and eliminated.

TARIFFS

1. Company shall be required to respond to Proposed Pricing and Commission Schedule, to calculate and project the commission payable to the County based on the typical month call type, volume and call length information provided in Schedule A.
2. Response to this paragraph shall include a copy of Company's current State of Arkansas Public Service Commission (PSC) approved tariff schedules and predominant carrier schedule. Company shall include in this response a statement whether the tariff used to calculate projected revenue is PSC approved or pending approval and state any applicable time of day discounts intended to be used.
3. Company shall calculate and project commission payable to the County based on a flat rate service tariffs for all local calls.

AUDIT RECORDS

Company shall make available to the County upon request, within 10 working days, audit records that document, by telephone, all activity of each telephone. This shall include, but not be limited to, the designated Billing Agents Monthly Report. The County, at County's sole discretion and expense, shall have full audit rights of all records maintained by Company which touch or concern in any manner this RFP or any Contract awarded as a result of this RFP.

NARRATIVE OF ACCOUNT SUPPORT

Company shall submit a detailed narrative describing Company's currently existing account support staff, offices, equipment and software. If Company proposes to add additional account support in order to meet the specifications, Company should describe specifically how its present account support would be supplemented.

IMPLEMENTATION PLAN

The County has an implementation team consisting of representatives of the County Administrator's Office, the County Jail, and the County Legal Department. Team members will be responsible for working with the Company to ensure proper handling of the proposal, the award of the proposal and subsequent implementation of the Inmate Telephone System. A designated representative will be appointed by the team as the point of contact.

Company shall include a preliminary implementation plan with their proposal. Company shall submit to the designated contact, for approval prior to the start of any work, a detailed implementation plan for the County Jail Complex that includes coordination with local TELCO and existing inmate telephone supplier in the removal of existing equipment.

Company shall cooperate fully with any scheduling requirements issued by the County. Company will be responsible for keeping the County informed of their progress at all times. All software and hardware as proposed shall be installed and be fully operational per manufacturer's specifications for such equipment within forty-five (45) days after contract award. If equipment replacement is required, all new equipment will be placed so that minimum downtime is required.

LIABILITY

The Company shall be responsible for all equipment, material and supplies during installation. The County will not be liable for any loss or damage during the installation process. All sites shall be left in clean working order at the end of each business day.

SINGLE POINT OF CONTACT

The Company shall appoint a single point of contact, a Project Manager, who will be accessible to the County during the installation and who will be responsible for all coordination between the Company, the facility representatives, and the TELCO representative.

TELCO COORDINATION

The Company shall be responsible for all coordination with the local Telephone Company regarding installation and maintenance of lines. However, the Company is not to order, or place in service, any equipment or facility, which would result in charges to the County, without prior written County authorization.

TRAINING

The Company shall provide training to make facility personnel familiar with the operation of the inmate telephone system and all auxiliary services at no extra cost to the County.

EQUIPMENT COMPATIBILITY

The Company shall be solely responsible for the compatibility of the offered equipment with any and all circuits and facilities as provided by the local telephone company and all other inter-exchange carriers to meet the requirements of these specifications.

EXISTING EQUIPMENT REPLACEMENT

It is anticipated the one-for-one replacement of inmate telephones in their current locations at the County Jail Complex can be accomplished without substantial disruption of service or damage to County property. Damages caused by the removal/reinstallation of equipment shall be repaired at the expense of the Company.

MISCELLANEOUS WIRING AND CONDUIT

All wiring and conduit needed to make the system operational shall be the responsibility of the Company. All wiring installed shall be concealed and in conduit. All wiring installed shall comply with NEC, State, Federal, and local codes.

ACCEPTANCE

The County reserves the right to test equipment and service for satisfactory performance for a period of ninety (90) days. After a period of sixty (60) days the Company shall perform an inspection of the facilities with the County Communication Representative and facility officials' to ascertain compliance of the system. In the event that the equipment and/or service is not acceptable, the County will notify the Company in writing and give the Company thirty (30) days to bring the equipment and service to a satisfactory level. If the equipment and/or service remain unsatisfactory, the County reserves the right to terminate the Contract and change Companies. The Company shall commit to providing service in the interim until the new Vendor can replace equipment, at which time the Contract becomes terminated. Company shall state compliance with this paragraph. The performance bond described in shall remain in effect during the term of the contract.

BASIS OF AWARD

A selection committee shall evaluate all proposals submitted to this R.F.P. The award will be based on general criteria, as outlined in the section.

SELECTION CRITERIA

- Proposed Solution
- Financial Proposal
- Relevant Experience
- Options Offered
- Overall Benefit to County

ECONOMIC CONSIDERATION

The Commission Offered Form shall be enclosed in a separate, sealed envelope which shall clearly show the Respondent's name and address in the upper left hand corner, and clearly marked with the RFP Number (SC-1612) on the outside of the envelope.

COMMISSION OFFER FORM (Page 1 of 3)

Describe the call rates and commissions proposed for each call type. Vendors are required to submit one Commission offer form for each rate option proposed. Each vendor must submit an offer based upon the current rates as stated in the RFP. Additional rate options are also encourage, including postalized rates which offer the same pricing for all call destinations.

COLLECT CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered – No Administrator	Commission % with Part Time Administrator
Local					
Intra LATA					
Inter LATA					
InterState					

PREPAID COLLECT, DIRECT BILLED COLLECT OR ADVANCE PAY CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered – No Administrator	Commission % with Part Time Administrator
Local					
Intra LATA					
Inter LATA					
InterState					

PREPAID DEBIT OR DEBIT CARD CALLS

Call Category	Surcharge or Connect Fee	First Minute Rate	Each Add'l Minute Rate	Commission % Offered – No Administrator	Commission % with Part Time Administrator
Local					
Intra LATA					
Inter LATA					
InterState					
International					

NOTE: Rates shown above are exclusive of Federal, State and Local Taxes and Regulatory Fees such as the Universal Service Fund. It is understood that these will be charged as a pass-through from the taxing/regulating agency to the called party and that no commission will be paid on these items.

Other Fees:

Vendors are required to disclose any/all fees charged to the inmate or called party in excess of the above stated call rates. Disclose fees whether charged directly or by a subcontractor who accepts payments on your behalf. Failure to accurately disclose fees will be cause for disqualification. The only fees that need not be listed are taxes and pass-through fees imposed by regulatory agencies.

Fees

Description	Fee Amount	Applicable to Collect, Prepaid Collect, Direct Billed and/or Debit?
Prepaid Account Set up		
Prepaid Account Funding Fee via Internet		
Refund Fee		
Account Maintenance Fee		
Inactive Account Fee		
Regulatory Cost Recovery Fee		
Universal Service Fund Administrative Fee		
Other? Describe any other fees that are not covered above		

Policies

Question	Vendor Policy
What is the Prepaid Account Deposit Minimum?	
Does vendor or subcontractor provide ready access to live agents via telephone?	
After what period of inactivity does a prepaid account balance expire?	
How long does it take after a credit card deposit is received before calling is restored? (# minutes, hours, days?)	

Sample Commission Calculation

The data provided in this table is NOT representative of historical call volume. This table is provided to allow vendors to demonstrate commission calculation methods using sample data.

NOTE: The expected commission calculation method is clearly described in Section 2.03. Nothing in this table is designed to change that mandatory requirement. This table is designed to verify that the vendor understands what is meant by gross commission calculation. Assume that the Gross Revenue figures shown below include every completed, accepted phone call initiated by an inmate, regardless of payment method.

The successful vendor will be expected to use the same methods to calculate commissions.

Description	Amount
Gross Collect Call Revenue	\$25,000.00
Gross PrePaid Collect Revenue	\$15,000.00
<u>Gross Debit Revenue</u>	<u>\$5,000.00</u>
Total Revenue	\$45,000.00
Cost of Phone Lines & Transport	\$1,900.00
Cost of System & Maintenance	\$2,000.00
Cost of Unbillable Calls	\$900.00
Cost of Bad Debt	\$3,950.00
Cost of Billing & Collection	\$1,250.00
Commission Amount Due for Sample Month based on Proposed Commission Percentage (Exact check amount)	\$ _____

By submitting this proposal, _____ (enter vendor company name) commits to pay commissions on every answered and accepted collect, prepaid collect (aka advance paid, direct billed), prepaid debit card and debit card call. If a call results in a charge to the called party, or inmate regardless of type, it will earn commission. No deductions will be made for any cost associated with providing the proposed system. No deductions will be made for unbillable calls, uncollectible calls or bad debt. _____ (vendor name) understands that any violation of the above will equate to contract default and grounds for contract termination. This form, in its entirety, must become part of any contract resulting from this bid process.

Signed: _____

Title: _____

Date: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally 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 <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10" style="text-align: center; font-size: small;">Social security number</th> </tr> <tr> <td style="width: 25px; height: 25px;"> </td><td style="width: 25px; height: 25px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> </table> <p style="text-align: center; font-size: small;">or</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="10" style="text-align: center; font-size: small;">Employer identification number</th> </tr> <tr> <td style="width: 25px; height: 25px;"> </td><td style="width: 25px; height: 25px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="6"></td> </tr> </table>	Social security number																				-				-						Employer identification number																				-									
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

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

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
 - I—A common trust fund as defined in section 584(a)
 - J—A bank as defined in section 581
 - K—A broker
 - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
 - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. 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 this page), 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 SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting 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, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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