



Request for Proposal (RFP)
Soft Drink
RFP ID: 24-003

**Sealed proposals and bids must be delivered no
later than 10:00 am on Monday, January 8th, 2024
to:**

Denison ISD Administration Building
Attention: Chelsea Menjivar
1201 South Rusk Avenue
Denison, TX 75020

Pre-Proposal Meeting

December 18th, 2023
2:00 pm – 3:00 pm
Denison ISD Administration Building
1201 South Rusk Avenue
Denison, TX 75020

It is imperative to review the RFP before attending Pre-Proposal Meeting. Items discussed and questions asked/answered will only be available to those in attendance.



Notice to Bidders

The Denison Independent School District will receive RFP's for **Soft Drink Contract #24-003** at the Denison ISD Administration Building, 1201 South Rusk Avenue, Denison, Texas 75020, on **January 8, 2024 at 10:00 am.**, at which time proposals will be acknowledge and received.

Pre-proposal meeting will be held on December 18, 2023 at 2:00 pm.

Please contact Chelsea Menjivar at 1201 South Rusk Avenue, Denison, Texas 75020, (903) 462-7037, cmenjivar@denisonisd.net for additional information.

The District reserves the right to reject any or all proposals or any part of a proposal or to accept any proposal or part of a proposal deemed advantageous to the District and to waive any or all informalities.

Return the attached proposal in a sealed envelope plainly marked:

RFP #24-003 Soft Drink Contract
Date and Time due: January 8, 2024 at 10:00 am

Bidders are required to use the enclosed bid forms and to provide all of the information requested. Bids received late will not be opened and read for consideration for this proposal. Please address the RFP to Denison Independent School District, Attention: Chelsea Menjivar, 1201 South Rusk Avenue, Denison, TX 75020. Proposals can also be submitted electronically to cmenjivar@denisonisd.net. Please request confirmation of receipt from the District for electronic submissions.

Any representative of the company submitting the proposal must be legally authorized to submit the document for that company. Any corrections on the proposal form must be acknowledged by the representative of the company legally authorized to bid the Denison Independent School District's RFP. All proposals are to be valid for a period not less than sixty (60) days from the day of the bid opening.

Denison ISD reserves the right to award a contract without further discussions or clarifications with vendors. Thus, the contents of the RFP response and all pricing, terms and statements contained therein will be binding. Upon acceptance of the Proposal by Denison ISD, the successful Proposal, including all terms, conditions and pricing contained therein, will be incorporated into the awarded contract.

Bidder should provide one (1) original and two (2) copies of this proposal response. Each proposal response should be accompanied by a cover letter on corporate letterhead and be signed by an official who is authorized to bind the company.

Evaluation Criteria

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal, which does not meet the essential requirements of the District, will be subject to disqualification. For purposes of determining responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements and the integrity and reliability of the proposer will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information, as requested, for use in our evaluation will cause your proposal to be disregarded.

Evaluation Factors: Offers will be evaluated using only the factors stated below. Once evaluation is complete, all responsive offers will be ranked from most advantageous to least advantageous. The award will be made to the responsive and responsible bidder whose proposal is determined to be most advantageous to the District, taking into consideration all evaluation factors set forth in this RFP.

The following criteria will be used in the evaluation process:

1. Contractor's Management Qualifications: Management and staff capabilities, expertise, resumes, experience and resources.
2. Proposing Organization References/History: Proposer's past contract management experience and references of success to programs similar to this size. Proposer may, but is required to, include at least three (3) references, with company name, name of contact person and correct daytime telephone number.
3. Quality of Product: Needs to meet or exceed the provided specification.
4. Program (Contract) Cost: What are the total costs of the equipment proposed?

Grading Format - Each of the above listed criteria will be graded individually. The point value for each criterion shall be multiplied by the percentage grade to give the criterion score. All scores will be summed to give the grand total score. The maximum possible grand total score for the RFP response is 100 points.

Point Evaluation Values

Criterion	Point Value
Contract Management Qualification	20
References/History	25
Quality of Product	20
Program Cost	35

Percentage Grade

Grade	Description
0%	Criterion was not addressed in the response or the material presented was not met
20%	Criterion was addressed minimally, response indicated little capability or experience
40%	Criterion was addressed minimally, but response shows some capability or experience
60%	Criterion was addressed adequately. Shows basic experience
80%	Criterion was addressed well. The response indicates some superior features
100%	Criterion was addressed in superior fashion, indicating excellent or outstanding capability

RFP #24-003
Soft Drink Contract

Section 1

1.0 General

1.1 Denison Independent School District (DISD) is soliciting proposals from major soft drink vendors. The intent of DISD is to award this proposal to a primary vendor for campus, and administration office vending services. The Denison Independent School District reserves the right to also make purchases through other Cooperatives and individual contracts for district purposes. The DISD is interested in non-alcoholic, carbonated and non-carbonated beverages, bottled water, tea, juice, sport/energy drinks for the district.

1.2 The district will award the proposal as primary vending and award to the company providing the best overall proposal as determined by the District.

1.3 This proposal is soliciting monthly commissions and to the individual schools and departments for their individual activity funds.

1.4 This proposal may be awarded for a three (3) year period. The District will reserve the option to renew or solicit new proposals at the end of each annual renewal.

Section 2 – Terms and Conditions

2.1 The term of this agreement will be mutually agreed upon. All existing facilities including campuses, Maintenance, Transportation, auxiliary buildings, Denison High School, and cafeterias will be included in the proposal. In addition, any new facilities completed during the term of the agreement will be automatically included.

2.2 Proposal will include full service operations, with commissions and prices to remain competitive throughout the term of the agreement.

2.3 DISD will also purchase drinks from other Cooperatives and individual contracts.

2.4 Vendor representatives shall be granted reasonable access to facilities where its vending machines are located for maintenance, service, or removal of such equipment. Vendor is responsible for all maintenance, service, repairs, and replacements of equipment. Vendor will conduct proper background checks on all representatives entering Denison ISD facilities and all Denison ISD security check in and reporting policies will be followed.

2.5 Vendor may not assign or transfer this agreement nor its rights and privileges granted under this agreement, either in whole or part, without written consent of DISD.

2.6 DISD reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the proposal to serve the best interest of the DISD.

2.7 All items and service must conform to all appropriate local, state, and federal laws, ordinances and regulations.

2.9 In evaluating qualified proposals, the following considerations will be taken into account for award recommendations: products overall quality and value to the district, suitability for the intended purpose, vendor's service and delivery capabilities, overall price and commissions, service history and any other relevant factor specifically listed in the RFP.

2.10 DISD reserves the right to cancel this agreement without pecuniary risk or penalty upon written notice of the intent. The board reserves the right to cancel this agreement upon written notice of the intent.

2.11 All machines will be programmable to comply with health and nutrition regulations applicable to Denison ISD as amended. This contract and the vendor product delivery system is in full compliance with current and any future amendments to the Texas Public School Nutrition Policy.

Section 3 – Insurance

3.1 Vendor shall maintain coverage during the term of the agreement and provide evidence of liability insurance with their proposal. DISD retains the right of approval for insurance coverage.

3.2 Copies of the successful vendor contractor's liability insurance and workman's compensation certificates will be required.

Insurance Requirement Limits:

A. General Liability	General Aggregate	\$1,000,000
	Products-Comp/or Agg	\$1,000,000
Commercial General Liability	Personal & Adv. Injury	\$1,000,000
Claims Made Occur.	Each Occurrence	\$1,000,000
Owner's Contractor's Prot.	Fire Damage (Any one fire)	\$50,000
	Med. Expense (any one person)	\$5,000
B. Automobile Liability	Combined Single Limit	\$1,000,000
Any Auto	Bodily Injury	
All Owned Autos	(Per Person)	
Scheduled Autos	Bodily Injury	
Hired Autos	(Per Accident)	
Non-owned Autos	Property Damage	
Garage Liability		
C. Umbrella from-Excess Liability		
State the limits that your Company carries		
D. Worker's Compensation And Employer's Liability	Statutory	
	Each Accident	\$500,000
	Disease Policy Limit	\$500,000
	Disease Each Employee	

3.3 The insurance requirements as listed above also apply to any subcontractor in the event that any work is sublet. The vendor is responsible to insure that the subcontractor meets the minimum insurance requirement limits as by law.

3.3.1 Should any of the above described policies be canceled before the expiration date of the agreement, the issuing company will mail thirty (30) days written notice to the certificate holder, DISD.

3.3.2 The contractor shall agree to waive all right of subrogation against the district, its officials, employees, and volunteers for losses arising from work performed by contractor for the district.

3.3.3 Vendor shall indemnify and hold harmless the DISD and its Board of Trustees, officers, agents, and employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, including but not limited to all expenses of litigation, court cost, penalties, and attorney's fees the DISD incurs defending any action, suit, or claim from any source whatsoever and of any kind or nature arising directly or indirectly based upon the products, activities or events arising from this agreement or based on activity of the agents, servants, employees, contractors, and supplies, or otherwise arising out of the operation under this agreement.

3.3.4 The selected vendor or vendors will be required to supply an insurance certificate naming DISD as an additional insured.

****YOU ARE REQUIRED TO SUBMIT A CERTIFICATE OF INSURANCE FOR THE ABOVE INSURANCE REQUIREMENTS WITH YOUR BID. ****

3.3.5 All irreconcilable disputes arising out of this Agreement shall be conducted in Grayson County in the State of Texas. Neither party shall institute any judicial action against the other party in any court located outside the State of Texas. Each party waives any claim of forum non-convenes or other objection to such jurisdiction. This Agreement shall be governed according to the laws of the State of Texas irrespective of the conflicts of laws provision of such state. This Agreement, together with all exhibits, addenda and properly executed amendments, constitute the entire understanding of the parties with respect to the subject matter hereof, and supersede any and all prior agreements, promises, negotiations or representations, whether written or oral, related to the subject matter of the Agreement that are not expressly set forth in the Agreement.



Section 4 – Affidavit of Non-Collusion

AFFIDAVIT OF NON COLLUSION

The undersigned certifies that the bid/proposal prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid/proposal is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on the day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____ Hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared the bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name of Bidder: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Signature: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20_____.

Notary Public in and for the State of _____

Company Name _____

Section 5 - Criminal Notification

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

(PRINTED)

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

- B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

Section 6 – Debarment or Suspension Certification

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal Entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurements of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate this proposer:

- Certifies that no suspension or debarment is in place, which would preclude receiving a Federally funded contract under the Federal OMB, A-102, Common Rule (§_.36).

VENDOR NAME: _____

VENDOR ADDRESS: _____

VENDOR TELEPHONE: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____

(Printed)

SIGNATURE OF COMPANY OFFICIAL: _____

DATE: _____



Section 7

**Denison Independent School District
District Wide Soft Drink Proposal
Estimated Vending Machine Income
From Soft Drink Sales**

Estimated information will be provided at the pre bid conference. The information will not be considered as part of this document or part of the contract with Denison ISD.

Section 8 – Commission Rates

8.0 Commission rates and vending prices are requested on the following:

	Commission rates:	Vending Prices:
Can-Carbonated drinks	\$ _____	\$ _____
Can-Non-carbonated drinks	\$ _____	\$ _____

Primary Incentive Payments (in addition to commissions outlined above)

Scholarships

Each annual payment _____

Total Scholarship Payments _____

Drink Donations

Dollar value of each annual donation _____

Total donation dollar value _____

Score Board Advertisement

Dollar value of each annual donation _____

Total donation dollar value _____



Additional Campus Incentives or Promotional Goods
(List Individually with approximate annual value)

1. _____
2. _____
3. _____
4. _____
5. _____

8.1 Denison Athletics Hydration Package

Estimated information will be provided at the pre bid conference. The information will not be considered as part of this document or part of the contract with Denison ISD.



Section 9

9.0 How many vending machines do you expect to have at each location?

9.1 Once the acceptance of a proposal has been awarded, how long will it take to get the machines installed at each campus and department?

9.2 The contract vending companies must furnish nationally-accepted quality products at agreed upon vending prices and commissions.

9.3 Contact Information

Name: _____

Title: _____

Address: _____

Phone: _____

Signature: _____

Section 10 – Proposal Preparation Instructions:

10.0 General

In order to facilitate time evaluation of proposals, a standard format for proposal submission must be used by vendors which are described below. EACH ITEM MUST BE ADDRESSED IN THE VENDOR'S PROPOSAL OR THE PROPOSAL MAY BE JUDGED NON-RESPONSIVE TO THE PROPOSALS.

Please include the name, title, address, and telephone number of the contact person for questions on your proposal.

10.1 Transmittal Letter

The Vendor shall submit a formal transmittal letter on the vendors' official letterhead that contains the following:

10.1.1 Briefly summarize the vendor's ability to perform the services and supply the products which meet the requirements of this proposal. The letter should also contain a statement indicating the vendor's willingness to perform the work contained in the proposal and abide by the terms and conditions set forth in the proposal.

10.1.2 Proposal Life

A statement must be included which indicates the length of time during which DISD may rely on all proposal commitments. This time is required to be not less than one hundred-twenty (120) calendar days from the due date for proposals.

10.1.3 Signature of Authorized Representative

The transmittal letter must be signed by a person authorized to commit the organization to its representations. Such person's authority to so act must be consistent with the information continued in the Business Proposal.

10.2 Business Proposal

10.2.1 General

This section of the Business Proposal may be used to introduce or summarize any information the vendor deems relevant or important to DISD's successful acquisition of the services and products described in the proposal.

10.2.2 Vendor Company Structure

The legal form of the vendor's business organization, the state in which incorporated (if a corporation), and the types of business ventures in which the organization is involved.

10.2.3 References

The section must include a list of at least three (3) clients to whom the vendor is providing vending machine service. The name, address, and telephone number of a person who may be contacted for further information must be included. It is highly desirable that some of these references be other school districts or public sector accounts comparable in size.

10.2.4 Authorizing Document

Vendor personnel signing the transmittal letter of its proposal must be legally authorized by the organization to commit the organization. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

10.2.5 Non-Collusion Affidavit

The authorized person signing the transmittal letter must sign a Non-Collusion Affidavit. A fully executed copy of the required affidavit is contained in Section 4. **The original signed and notarized affidavit is to be included in this section of the proposal.**

10.2.6 Felony Conviction Notification

The authorized person must sign a Felony Conviction Notification. A fully executed copy of the required form is contained in Section 5. **The original signed form is to be included in the proposal in order for the proposal to be considered.**

10.2.7 Debarment or Suspension Certification

The authorized person signing the transmittal letter must sign a Debarment or Suspension Certification Form. A fully executed copy of the required form is contained in Section 6. **The original signed form is to be included in this section of the proposal.**

10.2.8 Conflict of Interest

The authorized person must sign a Conflict of Interest Questionnaire. A fully executed copy of the required form is provided at the end of this document. **The original signed form is to be included in the proposal in order for the proposal to be considered.**

10.2.9 W-9

The authorized person must complete and sign a W-9 IRS form. A fully executed copy of the required form is provided at the end of this document. **The original signed form is to be included in the proposal in order for the proposal to be considered.**

10.3 Proposed Method of Providing Services

10.3.1 The overview must consist of a summary of the services proposed by the vendor in response to the proposal. The overview must provide DISD with a general level of knowledge of the services to be provided and the methods to be used by the vendor in implementing them.

10.3.2 Detailed Description of Deliverables

The vendor's response to the vending prices and commission rates constitutes the description of the deliverable services. The response must indicate the manner in which the proposed deliverables will fulfill the requirements of the specifications. As detailed an explanation as possible must be included.

10.3.3 Description of Personnel

A detailed description of the key personnel (resumes are preferred) responsible for the initial installation and service, as well as ongoing customer support services (such as moves, adds, and changes) is requested. Each person's description must include a title as the person relates to the implementation of service and identify their project responsibilities.

10.4 Submission of Proposals

All proposals must be received at the address below by Denison ISD no later than January 8, 2024 at 10:00 am. Three copies of the proposal shall be delivered to DISD on or before the due date and time. The proposal must follow the format indicated in this section. Unnecessarily elaborate proposals beyond that sufficient to present a complete effective responsive proposal are not desired. Repetition reference to a catalog, or brochure, which is not relevant to the questions posed in this proposal, may be considered non-responsive. All proposals must be addressed to:

Denison Independent School District
Attn: Chelsea Menjivar, Director of Business
1201 South Rusk Avenue
Denison, Texas 75020

All proposals must be clearly marked **SOFT DRINK CONTRACT RFP #24-003, DUE DATE JANUARY 8, 2024 by 10:00 am.** Any proposal that is received by DISD after the due date and time will not be considered for award. Late RFPs will be rejected as non-responsive. Any late proposals will be returned unopened to the vendor upon request only.

10.5 Inquiries About the Request for Proposals

All inquiries and requests for information affecting this proposal must be submitted in writing to the DISD Business Office by **12/20/2023**. DISD reserves the right to determine whether questions merit response. If questions are answered, written copies of the questions and answers will be shared with all prospective vendors who received a copy of the proposal. Only answers signed by the Director of Business of DISD will be considered as official by DISD.

No negotiations, decisions, or actions shall be initiated by any vendor or as a result of any verbal discussion with any DISD employee.

10.6 Pre-Proposal Conference

Questions may arise as to the content of the proposal. DISD will have a Pre-Proposal Meeting with all vendors. This meeting will not be for vendor presentation, but rather to allow vendors to ask questions regarding proposal content. Pre-Proposal Meeting will be held on December 18, 2023, 2:00 pm – 3:00 pm.

10.7 Withdrawal of Offers

Responses to the proposal may be withdrawn by written notice received prior to the due date and time specified for receipt of the proposal.

10.8 Confidential Information

Vendors to the proposal are advised that materials contained in their proposals are subject to the Public Information Act and may be viewed and/or copied by any member of the public, including news agencies and competitors.

10.9 Life of the Proposal

All proposals made in response to this proposal must remain open and in effect for a period of not less than one-hundred-twenty (120) calendar days after the due date for proposals. Any proposal selected by DISD for negotiations shall remain open and in effect beyond one-hundred-twenty (120) calendar days until superseded by a fully executed contract or until DISD notifies the vendor in writing that contract negotiations have ended and the proposal has been rejected.

10.10 Final Negotiations

10.10.1 DISD reserves the right to conduct discussions, either oral or written, with those vendors determined by DISD to be reasonably susceptible to being selected for award. If discussions are held, or other negotiations for the proposal must be advantageous to the District.

10.10.2 DISD reserves the right to reject any or all proposals received, or to award a contract on the basis of initial offers received without discussions or clarifications. Therefore, the proposal should contain the vendor's best price and technical response based on the proposal.

10.10.3 Following an evaluation of the offers, DISD will select for negotiations the offer that is most advantageous to DISD, considering price or cost and the evaluation factors in the proposal.

10.10.2 DISD also reserves the right to conduct clarifications to resolve minor issues. DISD retains sole discretion to determine whether contact with the vendors is for clarification or discussion.

10.11 Agreement Components

Any or all portions of this proposal and all portions of the vendor's proposal shall be incorporated by reference as part of the final agreement.

10.12 DISD Obligations

DISD accepts no obligations for costs incurred by vendors responding to this proposal or the award. DISD reserves the right to select a proposal without discussion with the vendors. It is understood that proposals shall become part of DISD's official files. Retention of these proposals does not obligate DISD to any action. DISD reserves the right to reject any or all proposals received.

10.13 Taxes

DISD is exempt from state, federal, and local taxes, and will not be responsible for any taxes levied on the contractor resulting from this proposal.

10.14 Equal Opportunity

It is the public policy of DISD, at all levels of procurement, to promote equal opportunity in employment and in contracting opportunities, and to promote and encourage the participation of minority, small and other disadvantaged business entities in employment and contracting opportunities involving the State as fully as possible. DISD, therefore, is committed to pursue such avenues in its employment and contracting activities which will further the goals of this policy. Similarly, a demonstrated commitment consistent with the goals of this policy by those with whom the DISD does business, including those vendors responding to the solicitation, is highly desirable by DISD.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) 	Exempt payee code (if any) Exemption from FATCA reporting code (if any) <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number	
 - - 	
or	
Employer identification number	
 - 	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person

Date

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

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

Privacy Act Notice

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