



**RFP # 10-031-216-JH-110**

**Subject: Development, Implementation and Administration of a Water Conservation Public Education Campaign**

**Due: November 30, 2016 at 2:00 PM CST**

**Submit Proposals to:**

**Karin Springerley  
City of Cedar Park  
Finance Department  
450 Cypress Creek Road, Bldg 1  
Cedar Park, Texas 78613**

**City of Cedar Park  
450 Cypress Creek Rd. Bldg. 1  
Cedar Park Texas 78613**

**TABLE OF CONTENTS**

1.0 Standard Terms and Conditions .....	1
2.0 Special Conditions	
2.1 Insurance.....	9
2.2 Damage Provisions.....	10
2.3 Proposal Terms.....	10
2.4 Evaluation Criteria.....	11
2.5 Performance and Payment Bonds.....	12
2.6 Limit Award.....	12
3.0 Scope of Work.....	13
<b>FORMS TO BE RETURNED WITH PROPOSAL:</b>	
4.0 Pricing.....	15
5.0 Demonstration of Experience.....	16
6.0 Vendor Profile .....	17
7.0 Proposal Response Form .....	18
8.0 References.....	19
9.0 Deviation or Compliance Form .....	20
10.0 Release & Indemnification .....	21
11.0 Non-Collusion Acknowledgment .....	22
12.0 Suspension or Debarment Certificate .....	23
13.0 Cooperative Purchasing .....	24
14.0 Conflict of Interest (and Questionnaire) .....	25
15.0 Disclosure of Interested Parties.....	26
16.0 W-9 Form .....	30

**City of Cedar Park  
450 Cypress Creek Rd. Bldg. 1  
Cedar Park Texas 78613**

**RFP # 10-031-216-JH-110**

**Date Issued: November 2, 2016**

<b>Subject: Development, Implementation and Administration of a Water Conservation Public Education Campaign</b>		<b>Ref. No. 10-031-216-JH-110</b>
<b>Due Date: November 30, 2016</b>	<b>Time Due: 2:00 PM CST</b>	<b>Tentative Award Date: January 2016</b>

## **1.0 STANDARD TERMS AND CONDITIONS**

- 1.1** General Description of Work – The City of Cedar Park is seeking consultant to develop, implement, and administer a water conservation public education campaign.
- 1.2** This Request for Proposal (“RFP”) shall be on file in the City of Cedar Park Finance Department, from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (“Proposers”) from the date issued until the due date and time.
- 1.3** All general information questions should be directed by email to Karin Springerley at [karin.springerley@cedarparktexas.gov](mailto:karin.springerley@cedarparktexas.gov).
- 1.4** **Proposers are expected to examine all documents that make up this RFP. Proposers shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete proposals. READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE PROPOSAL.**

- 1.5** All responses to this RFP shall be submitted on the attached response forms. Proposals must be received at City of Cedar Park Finance Department at or before 2:00 PM CST on November 30, 2016. Each Proposal must be properly identified with the subject title and date and time due. One (1) original and three (3) copies of the Proposal shall be submitted BOTH in written, hard-copy format, and one (1) copy in electronic format on a CD or USB drive, and delivered in a sealed envelope via mail, courier service, or hand delivery to:

City of Cedar Park  
Finance Department  
Attn: Karin DeVasto  
450 Cypress Creek Road, Bldg 1  
Cedar Park, TX 78613

**FAXED OR E-MAILED PROPOSALS AND/OR LATE SUBMISSIONS  
WILL NOT BE ACCEPTED.**

- 1.6** All Proposals shall be addressed as shown below:

Request for Proposal: **Development, Implementation and  
Administration of a Water Conservation Public Education  
Campaign**  
Reference Number: **RFP #10-031-216-JH-110**  
Due Date and Time: **November 30, 2016 at 2:00 PM CST**

- 1.7** During the pendency of this RFP, Proposer shall not contact any City staff except those designated herein this RFP or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to City of Cedar Park employee at least seven (7) business days prior to the Due Date. Please reference the above-designated RFP number and the line number being referenced. Non-compliance with this provision may result in rejection of the Proposal. No phone calls related to RFP will be accepted.
- 1.8** Any material information provided one Proposer concerning this RFP shall be provided to all Proposers via the Texas Bid System website. An addendum will be issued if necessary. Proposers that have not registered with Texas Bid System will be responsible for checking for new information or addendums on the website.
- 1.9** All information required of the proposer, unless otherwise specified, must be completed on the forms provided by the City. Failure to manually sign the Proposal Response Form will disqualify Proposer. Persons signing the Proposal shall have the authority to sign the Proposal on Proposer's behalf and shall be an officer or person authorized to bind the entity they represent to this Proposal.

- 1.10** Each and every deviation from the terms, conditions, specifications, or performance requirements of this RFP shall be listed on the Deviation Form upon submission of your Proposal. Listing of deviations is an integral and required part of your Proposal. Any deviations not listed on the Deviation Form upon submission of your Proposal will not become part of the contract awarded by the City pursuant to this RFP.
- 1.11** Proposals will be opened on November 30, 2016 at 2:00 PM at the City of Cedar Park Finance Department. Proposals cannot be altered or amended after the deadline. Alterations made before opening must be signed by the Proposer or Proposer's agent. No Proposal may be withdrawn after the date and time of opening without approval of the Purchasing Manager.
- 1.12** The City, in its sole discretion, may negotiate changes to any submitted Proposal, including price, after submitted Proposals have been opened.
- 1.13** The City reserves the right to accept and/or reject any and all submitted Proposals or any part thereof, waive immaterial errors, and award the contract in the best interest of the City.
- 1.14** The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this RFP.
- 1.15** In case of a discrepancy between the unit price and the extended total for an item, the figure that is most advantageous to the City will apply. An opened Proposal may not be changed to correct any error by the Proposer or Proposer's agent.
- 1.16** It is not the policy of the City to award a contract on the basis of price alone. The City reserves the right to award the contract to the Proposer with the Proposal that is determined to be the most advantageous to the City considering the relative importance of price and the other evaluation factors included in this Request for Proposals.
- 1.17** If, at any time, the successful Proposer fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this RFP, or any contract awarded and entered pursuant thereto, the City reserves the right to:
- 1.17.1 Purchase consulting services on the open market and charge Proposer the difference between its contract price and not contractor's price;
- 1.17.2 Deduct charges from the successful Proposer's invoice at the time it is due; or

- 1.17.3 Terminate any awarded contract without penalty on the City, by furnishing written notice of termination to Proposer, and select another Proposer and award a contract to its Proposer pursuant to the terms thereof.
- 1.18** At the City’s sole discretion and convenience, the City may terminate any awarded contract without regard to cause without penalty, and pay for the authorized services provided to the date of termination.
- 1.19** If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Proposer or Proposer’s employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the City, Proposer will be disqualified from consideration and/or the awarded contract will be terminated.
- 1.20** All goods, raw materials, and products provided pursuant to the awarded contract must be new and not used, shop worn, or reconditioned.
- 1.21** All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
- 1.22** Once a Proposal has been selected, items or processes may be substituted only by furnishing an equal or superior quality and/or grade product or process than originally specified at no additional cost to the City. Any such substitution shall be pre-approved by the City, and the acceptance of any such substitution shall be in the City’s sole discretion.
- 1.23** Any contract awarded pursuant to this RFP is only assignable, upon written consent of both parties, which consent shall not be unreasonably withheld.
- 1.24** The City is tax exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309, as amended.
- 1.25** Invoices for partial payment must be approved in advance by the Purchasing Manager.
- 1.26** Bidder shall include a Material Safety Data Sheet (MSDS), if applicable.
- 1.27** Undisputed payments will be submitted to Proposer with in thirty (30) days from receipt of original invoice.
- 1.28** Any contract awarded pursuant to this RFP shall be governed by the Uniform Commercial Code, if applicable. Wherever the “Uniform Commercial Code” is

used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of any such agreement between the City and Proposer.

- 1.29** Trade secrets and confidential information contained in a proposal are subject to the Texas Public Information Act. Pricing is not confidential information. Proposers who include information in a Proposal that is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it “Trade Secret” or “Confidential” at the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as trade secret or confidential in a Proposal, Proposer shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

Office of the Attorney General  
Open Records Division  
P.O. Box 12548  
Austin, TX 78711  
Fax 512-463-2092

- 1.30** The obligations of the parties under a contract awarded through this RFP are primarily performable in Williamson County, Texas. Exclusive venue shall be Williamson County, Texas, and any contract awarded under this RFP shall be governed by the laws of the State of Texas.
- 1.31** The City may, at its option, offset any amounts due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to the City from the successful Proposer, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court.
- 1.32** No member of the City Council or any City employee shall have any financial interests in the profits of any contract, service or other work performed by the Proposer(s) or personally profit directly or indirectly from any contract, purchase, sale or service between the City and any person or company.
- 1.33** The awarded contract is subject to the appropriation of funds by the City Council in the City’s budget adopted for any fiscal year for the specific purpose of making payments pursuant to the awarded contract for that fiscal year. The

obligation of the City pursuant to the awarded contract in any fiscal year for which the awarded contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract may be terminated.

## 2.0 SPECIAL CONDITIONS

### 2.1 Insurance

The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers' Compensation and Employers' Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

B. Commercial General Liability:

- i. Bodily Injury & Property Damage
  - General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

- i. Bodily Injury & Property Damage
  - Combined Single Limit: \$1,000,000
- ii. Medical Payments: \$ 5,000 Per Person
- iii. Uninsured/Underinsured Motorist \$100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Cedar Park at 450 Cypress Creek Rd., Cedar Park, Texas 78613.

## 2.2 Damage Provision

If in performance pursuant to an awarded contract, successful Proposer, or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, damages the City's real or personal property, Proposer shall compensate the City for the cost of repair or replacement, whichever the City determines is appropriate under the circumstances. In such event, the City will provide to successful Proposer an invoice stating the actual cost of repairing or replacing the damaged property. Successful Proposer shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should successful Proposer refuse to compensate the City for the damage incurred, said invoiced amount shall be withheld from the amount payable to successful Proposer for services rendered pursuant to the awarded contract. This provision does not waive or diminish the City's right to pursue any and all legal remedies to collect for damages caused by Proposer, or Proposer's employee, affiliate, representative, partner, subcontractor, or agent.

## 2.3 Proposal Terms - By signing and submitting this Proposal, Proposer agrees:

- 2.3.1 To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
- 2.3.2 That orders will be delivered, "F.O.B. Destination, Inside Delivery" within the time specified in the Proposal after receipt of order by fax, in-person, or by mail.
- 2.3.3 To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this RFP.
- 2.3.4 That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via e-mail to [accounts.payable@cedarparktexas.gov](mailto:accounts.payable@cedarparktexas.gov) or via mail, courier, or personal delivery to:  
  
City of Cedar Park  
Attn: Accounts Payable  
450 Cypress Creek Rd. Bldg. 1  
Cedar Park, Texas 78613
- 2.3.5 Invoices shall not include Federal Excise, State, or City sales taxes, as the City shall furnish a tax exemption certificate.
- 2.3.6 The City shall notify the successful Proposer of any contested invoice(s) in writing, and the City and successful Proposer shall mutually resolve such

disputed invoice(s) within sixty (60) days of successful Proposer's receipt of said notice of dispute.

2.3.7 The term of this agreement shall continue for a reasonable time period for the specific project and shall terminate upon project completion.

## **2.4 Evaluation Criteria. Proposal responses will be graded on the following criteria:**

### **1. Basic Qualifications (10 points)**

Provide general information relative to the proposer's size, history, personnel and areas of expertise. References to applicable awards, associations, etc. may also be included. Provide resumes of all key personnel to be used, including project experience, specific areas of expertise, relevant educational background and certifications. Specify who will be the City's main point of contact.

### **2. Performance History (15 points)**

Provide an overview of the proposer's specific experience on similar projects including water conservation, environmental education, public awareness, and projects involving a governmental entity. List all clients with similar projects (within the last 10 years). The listing should include the name of the agency/client, contact person, year(s) the service was provided, type of project and scope of services provided, annual contract value.

### **3. Demonstrated Innovation, Creativity, and Responsiveness (15 points)**

Provide a narrative description of the proposer's resources and ability to delivery services required for the project. Provide techniques and examples of how the proposer provides clients with innovative and creative methods for public education. Demonstrate how the proposer is responsive to the client's needs.

### **4. Price (35 points)**

The City believes in prudently expending public tax dollars. Provide a brief narrative describing the metrics used by the proposer to illustrate that an expenditure is a "good value" for the client. Provide pricing information for a public education campaign for the City of Cedar Park. Proposed pricing information should be broken down into the following categories:

- Advertising/Creative (creation of print ads, direct mail pieces, signage, etc.)
- Website Page Support, Content and Enhancements ([www.waterrhiftycedarpark.org](http://www.waterrhiftycedarpark.org))
- Public Outreach
- Account Planning and Management
- Paid Media (provides budgeted amount & price mark-up as two separate costs)

### **5. Proposed Project Approach and Scope of Work (20 points)**

Provide a narrative that conveys an understanding of the project goals and objectives and how the proposer will meet them. Demonstrate the proposer's capabilities and approach to developing a water conservation public education campaign. The City has had a campaign in place for the past eight years; address how proposer will utilize the strengths of the past eight years in the development of the 2017 campaign.

Identify key personnel to be used and their areas of responsibility. Provide a breakdown of time and staff by work activity.

### **6. Geographic Proximity (5 points)**

Consideration will be given to where the proposer's main office is located and how that may, or may not, affect the timely delivery of services.

## **2.5 Performance and Payment Bonds**

Texas Local Government Code Chapter 252, as amended, provides that for any contract for public works, a proposer must execute a bond that is: (a) in the full amount of the contract price, and (b) conditioned that the contractor will faithfully perform the contract; and (c) executed, in accordance with Texas Government Code Ch. 2253, as amended, by a surety company authorized to do business in the state.

Texas Government Code Ch. 2253, as amended, provides that a payment bond is required if the contract is in excess of \$50,000 and is to be made for the full amount of the contract. A performance bond is required if the contract is in excess of \$100,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the City **prior to being recommended for award of the Contract**. The bonds must be executed by a corporate surety or sureties authorized to do business in the state of Texas. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Proposer's unit proposal price.

If the public works contract is less than \$100,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City.

## **2.6 Limit Award**

The City's intent is to award a contract for all work described in the *Request for Proposals* to one proposer. The City reserves the right to award multiple contracts for portions of this work to others, based on the proposals submitted, if it is in the best interest of the City of Cedar Park. Alternatively, the City may, at its option, award by line item as opposed to awarding the entire proposal to the same vendor.

## 3.0 SCOPE OF WORK

### Background Information

Outdoor watering accounts for more than half of water consumption in Cedar Park during the hot, dry months. However, with end of the drought and Lake Travis at optimal levels, Cedar Park was able to return to two-designated-days-per-week outdoor watering restrictions and remove a 9 percent drought surcharge in December 2015 – following a drought surcharge and mandatory one-designated-day-per-week drought restrictions since August of 2013. The City of Cedar Park also has a tiered water rate structure, which promotes water conservation, but some customers who increased from one day to two days per week watering after the watering restrictions were eased saw unexpected increases in their usage and thus higher water bills.

The challenges of this new campaign will be to convey the message that increasing from one to two days per week outdoor watering will result in a higher water bill and also keep relevant the importance of water conservation even though/while the lake is full. For more information and insight visit [www.cedarparktexas.gov/waterbillinfo](http://www.cedarparktexas.gov/waterbillinfo).

### Specifications

Proposer shall provide total cost for development, implementation and administration of a water conservation public education campaign with the following specifications:

1. Campaign Goals: With the understanding that Cedar Park is a fast-growing community that has recently left a drought, the goals of Cedar Park's water conservation campaign are as follows:
  - Increase awareness of the importance of conserving water amongst residents and businesses
  - Strongly encourage adherence by residents and businesses to the mandatory, two-days-per-week watering schedule
  - Educate consumers about the City's tiered water rate structure, reminding them that increasing watering from one day to two days per week they will result in a higher water bill
  - Educate residents and businesses about Cedar Park's water source, Lake Travis, and keep the message relevant as to why it remains important to conserve even though the Highland Lakes are full.
2. Campaign should include a variety of mediums for communicating the conservation message including, but not limited to, direct mail, website, public outreach, print and online advertising, handouts, and social media.
3. The campaign should reflect the unique nature of the Cedar Park community. With a population of around 67,500, Cedar Park has been ranked in recent years by the U.S. Census Bureau as the Fourth Fastest Growing City in the Country. Located just 17 miles from downtown Austin, Texas, Cedar Park is the third largest city in the Austin metro area. Cedar Park has a long list of prestigious rankings including Movoto's 5<sup>th</sup> Most Desirable Suburb and 3<sup>rd</sup> Best City to Move to in the U.S., NerdWallet's Best City to Open a Restaurant and one of Family Circle Magazine's Best Small Towns for Families. Cedar Park's population

is young, educated and successful. The median age is 34.2 years, 44.1 percent of residents have a bachelor's degree or higher and the average household income is \$99,348. Cedar Park is not only a residential community, but is a growing tech hub with major employers including Firefly Space, Dana Corporation, Fallbrook Technologies and Voltabox. Proposers are encouraged to utilize demographic data in the development of a campaign.

4. Creativity and innovation are encouraged, but the development of the campaign should be created within a price range of \$75,000 to \$90,000, inclusive of all costs including creative work, printing/publishing, postage, video production and ad placement.
5. Campaign should be developed with a tentative launch date of late February 2017 and ending in September 2017.

## 4.0 PRICING

The undersigned hereby declares: to have carefully examined the contract documents, including all addenda; have a clear understanding of said documents; propose to provide the necessary tools, machinery, apparatus and other means of maintenance; and to furnish all labor, materials and services specified in the contract or called for in the contract documents for the prices as indicated in your proposal.

**CONTRACT TIME:** The proposer agrees, if awarded the Contract, to commence work within ten (10) calendar days after receipt of a notice of award or in accordance with the schedule provided by owner. The term of this agreement shall continue for a reasonable time period for the specific project and shall terminate upon project completion.

**DOCUMENTS:** Each proposer by submittal of their RFP response represents and warrants that they are satisfied as to the requirements and provisions of the RFP for this project and the documents describing the scope of work.

---

SIGNATURE

---

Date

---

NAME & TITLE

---

FEDERAL EMPLOYER'S IDENTIFICATION NO.

## 5.0 DEMONSTRATION OF EXPERIENCE

- Years in business under present business name: \_\_\_\_\_

- Total years of experience in work of the type called for in this contract :

\_\_\_\_\_

- Have you ever failed to complete any contract awarded to you?

Yes  No.

If "Yes", state where and why.

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

- Are you at present in any major litigation or lawsuits involving work of any type?

Yes  No.

If "Yes", explain:

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

- Explain in detail the manner in which you have inspected the work proposed in this contract:

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

## 6.0 VENDOR PROFILE

Company Name or D/B/A: \_\_\_\_\_

Telephone Numbers:

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

If there is no toll free number, does the company accept collect calls? \_\_\_\_\_

Contacts:

Corporate Contact for this Proposal:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

If local contact is the same as corporate contact, check here

Local Contact for this Proposal:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Number of years company has been in business under this name: \_\_\_\_\_

Other company names used with dates, from/to: \_\_\_\_\_

## 7.0 PROPOSAL RESPONSE FORM

By signing and submitting this proposal, Proposer acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

\_\_\_\_\_ An individual proprietorship

\_\_\_\_\_ A partnership

\_\_\_\_\_ A corporation chartered under the laws of the State of \_\_\_\_\_, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 8.0 REFERENCES

Proposer shall submit a list of at least three (3) references for which Proposer has provided like products or services. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration. Cedar Park/Austin area references are preferred.

Company: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Company: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Company: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Email: \_\_\_\_\_



## 10.0 RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF CEDAR PARK, TEXAS, INCLUDING ITS OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING PROPOSER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON PROPOSER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP AND IN THE PERFORMANCE THEREOF, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE CITY. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE AND JOINT VENTURE LIABILITY, IF ANY.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 11.0 NON-COLLUSION ACKNOWLEDGEMENT

The undersigned Proposer affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this RFP.

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

Signature of Company Officer: \_\_\_\_\_

Company Officer Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

## 12.0 SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, Proposer certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule, as may be amended.

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

Signature of Company Officer: \_\_\_\_\_

Company Officer Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

## 13.0 COOPERATIVE PURCHASING

### Interlocal Cooperative Contracting/Purchasing:

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Cedar Park's RFP, with the consent and agreement of the successful Proposer(s) and the City of Cedar Park. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Proposer's Proposal. However, all parties indicate their understanding and all parties hereby expressly agree that the City of Cedar Park is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Cedar Park is not obligated or liable for any action or debts that may arise out of such independently-negotiated cooperative procurements.

Other governmental entities utilizing Interlocal agreements with the City of Cedar Park, may desire, but are not obligated, to purchase goods and services defined in this Proposal from the successful Proposer. All purchases by governmental entities, other than the City of Cedar Park, will be billed directly to and paid by that governmental entity. The City of Cedar Park will not be responsible for other governmental entities debts. Each governmental entity will place their own orders with the successful Proposer and be responsible for ensuring full compliance with the specifications.

Prior to other governmental entities placing orders, the City of Cedar Park will notify the successful Proposer of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Cedar Park.

Yes, others can purchase;       No, only the City of Cedar Park can purchase.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 14.0 CONFLICTS OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:

<https://ethics.state.tx.us/forms/CIQ.pdf>

Proposer shall answer each question in the attached Form CIQ in relation to the following individuals and submit a completed form with its Proposal:

<b>Local Government Officer</b>	<b>Title</b>	<b>Local Government Officer</b>	<b>Title</b>
Matt Powell	Mayor	Tim Scott	Information Services Director
Stephen Thomas	Councilmember	Phil Brewer	Economic Development Director
Corbin Van Arsdale	Councilmember	Christina Cummings	Interim Human Resources Director
Lyle Grimes	Councilmember	Darwin Marchell	Engineering Director
Lowell Moore	Councilmember	Chris Copple	Development Services Director
Jon Lux	Councilmember	James Mallinger	Fire Chief
Kristyne Bollier	Councilmember	Kent Meredith	Finance Director
Brenda Eivens	City Manager	Eric Rauschuber	Public Works Director
Sam Roberts	Assistant City Manager	Julia Mitschke	Library Director
Katherine Woerner Caffrey	Assistant City Manager	April Christiansen	Court Administrator
J.P. LeCompte	City Attorney	Curt Randa	Director of Parks & Recreation
Jill Hoffman	Assistant City Attorney	Sean Mannix	Police Chief

## **15.0 DISCLOSURE OF INTERESTED PARTIES**

Prior to entering into a contract that has a value of at least \$1 million, the Proposer must submit a "Certificate of Interested Parties" Form, in accordance with Texas Government Code Section 2252.908, as amended. Within 30 days of receipt of the form, the City must submit a copy to the Texas Ethics Commission.

# 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

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Payments you receive will be subject to backup withholding if:**

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

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

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

### **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**

#### **Name**

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

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

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

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://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](http://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](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

**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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
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 <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
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 <sup>4</sup>
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 Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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 1.

\*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, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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](mailto: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 at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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. 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.