



**MONROE COUNTY
REQUEST FOR PROPOSAL**

FLEET FUEL SERVICES

**124 N COURT STREET
SPARTA, WI 54656**

Advertisement for Request for Proposals, hereinafter referred to as "RFP":

**COUNTY OF MONROE
RFP: FLEET FUEL SERVICES**

The County of Monroe is accepting RFP for Fleet Fuel Services per the attached requirements and general conditions.

The complete RFP document package is available at the County's website at: www.co.monroe.wi.us

Submittal of RFP: (instructions contained in Section 1)

One (1) original and one (1) copy of the proposal must be submitted by **July 9, 2018** by 2:00 p.m. The proposals, marked "original" and "copy", must be submitted in a sealed envelope with the following information marked plainly on the front:

County of Monroe
ATTN: Lisa Hanson, Purchasing
Coordinator
124 N Court Street
Sparta, WI 54656

BID: Fleet Fuel Services.

Request from interested vendors for additional information or interpretation of the information included in the RFP should be made to:

Lisa Hanson, Purchasing Coordinator
Lisa.hanson@co.monroe.wi.us
608-269-8006

All RFP's will be publicly opened and read on **July 9, 2018** at 2:00 PM at 124 N Court Street, Sparta WI 54656

Notice to Bidders:

The County of Monroe reserves the right to reject in part or in whole all proposals submitted and to waive any technicalities for the best interest of the County of Monroe.

Section 1: Instructions for Submission of RFP.

Section 1.1: General Conditions.

In submitting this RFP, the bidder understands and agrees to be bound by the following

terms and conditions. These terms and conditions shall become a part of the RFP and will consist of the advertisement for RFP, specifications, the responsive proposal with attachments, together with any additional documents identified in the RFP and any written change orders approved and signed by a County official with authority to do so. All shall have equal weight and be deemed a part of the entire responsive proposal. If there is a conflict between any of the documents, the provision more favorable to the County shall prevail.

Section 1.2: Bid Time.

It shall be the responsibility of each bidder to ensure his/her proposal is turned in to the County of Monroe on or before **July 9, 2018** at 2:00 p.m. RFP's received after the time stated above will be considered ineligible, marked ineligible and remain unopen.

All attached RFP documents are to be returned completely filled out, totaled (if applicable) and signed. Envelopes containing the RFP must be sealed.

Section 1.3: Late Submission.

The County will not receive/accept any late proposal submissions after the due date and time.

Section 1.4: Preparation of Offers.

RFP forms should be typed, printed or written in ink. Proposals written in pencil will not be considered for an award. The bidder warrants and guarantees that his/her RFP has been carefully reviewed and checked and that in all things the RFP is true and accurate and free of mistakes.

Section 1.5: Withdrawing RFP.

RFP may be withdrawn any time prior to the official opening; request for non-consideration of RFP must be made in writing to the Purchasing Coordinator and received prior to the time set for opening the RFP's.

Section 1.6: Irregular RFP.

RFP's will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate RFP's, or irregularities of any kind. However, the County of Monroe reserves the right to waive any irregularities and make the award in the best interest of the County.

Section 1.7: Addenda to RFP.

If necessary, the County may modify this RFP by formal written addendum, which will be posted on the County's website at: www.co.monroe.wi.us

Respondents shall acknowledge by completing the addendum form provided by the County. The addendum form should be signed and returned as part of the RFP response. Failure to do so may cause the RFP to be ineligible for consideration for contract award. No oral or informal addendum to this RFP shall be binding on the County.

Section 1.8: Rejection/Disqualification.

The County reserves the right to accept or reject any or all statements of qualifications or any part thereof, to waive all technicalities, and to accept the offer or offers that are determined to provide the best benefit to the County. A failure to provide any requested information may result in rejection of a statement of qualifications, in whole or in part, at the County's sole discretion. However, the County reserves the right to request additional or clarifying information from a bidder after a statement of qualifications has been submitted. Such information may be used to further evaluate the bidder's statement qualifications.

Section 1.9: RFP Costs.

All costs incurred by the bidder in preparation, printing, demonstration or negotiation of its statement of qualifications shall be borne by the bidder. This RFP does not obligate or commit the County to pay any costs incurred in the preparation and submission of this request for proposals or to contract for the good/services specified. Further, the County is not obligated to pay any costs incurred by any bidder as a direct result of errors or omissions committed by the County employees or agents in the preparation of this solicitation and the processing of the bidder's statement of qualifications. It is incumbent upon each bidder submitting an RFP to verify the accuracy of the information herein contained based upon each bidder's research and information, and to immediately advise the County of any discrepancies.

Section 1.10: Award of Bid.

The RFP award will be made within thirty (30) days after the opening of the RFP's. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The County of Monroe reserves the right to award the RFP whole or in part when deemed to be in the best interest of the County.

Section 1.11: Assignment.

The successful bidder shall not assign his/her rights and duties under an award of the RFP without the written consent of the County of Monroe. Such consent shall not relieve the bidder of liability in the event of default by his assignee.

Section 1.12: Substitutions/Exceptions.

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with the RFP. No substitutions or changes in the specifications shall be permitted after award of RFP without prior written consent of the Purchasing Coordinator or his/her designee.

Section 1.13: References.

A minimum of three (3) references that may include other governmental agencies, organizations and/or entities that bidder has provided with similar services. The Company name, contact and telephone number must be included with each reference.

Section 1.14: Prohibition Against Personal Financial Interest in Contracts.

No employee of the County of Monroe shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the County.

Section 1.15: Termination/Non-Performance.

Continuing non-performance of the bidder in terms of Specifications set forth in the contract documents shall be a basis for the termination of the contract by the County. The County of Monroe reserves the right to enforce the performance of this contract. In any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. The County reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet deliver schedules or, 2) otherwise not perform in accordance with the Specifications set forth in the contract documents. Breach of contract or default authorizes the County to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

Section 1.16: Attorney Fees.

If either party retains an attorney to enforce the contract, the party prevailing in litigation as determined by a court of law is entitled to recover reasonable attorney's fees and court costs.

Section 1.17: Governing Law and Venue.

The construction and validity of the contract shall be governed by the laws of the State of Wisconsin. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Monroe County, Wisconsin.

Section 1.18: Representation of Bidder.

By submitting an RFP, bidder represents that:

- a) Bidder has read and understands this solicitation;
- b) Bidder's RFP is made in accordance with this solicitation;
- c) Bidder's RFP is based upon the information set forth in the solicitation.

Section 1.19: Equal Opportunity.

A successful bidder must agree to abide by regulations pertaining to Equal Employment set forth in all applicable local, state and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability or national origin. The County of Monroe services all people of the County, including minority populations, low-income populations, the elderly, and persons of disabilities. The County of Monroe

recognizes its responsibility to provide fairness and quality in all of its programs, services and activities.

Section 2: Scope of Work.

The County of Monroe is seeking RFP's for Fleet Fuel Services on a 24/7 (24 hours a day, 7 days a week) basis. Preference may be given to the vendor that has multiple locations within Monroe County. The County currently utilizes the BP program with a charge account and monthly billing. The County is looking for a plan to use for fuel and diesel purchases. The County, at its discretion, may wish to extend its use to non-fuel purchase; may wish to limit product type(s); and may wish to limit per transaction or daily quantities.

The requirements below are intended to give a general guideline or parameters for what the County will require. It is encouraged that bidders provide additional features and options that are available with their fuel solution. The bidder's technical RFP presented should address the requirements below, as well as explain and/or describe additional features, options and benefits of the proposed solution.

Section 2.1: Approximate Usage.

Estimated annual fuel usage on fleet fueling is 40,000 Plus gallons of unleaded gasoline, and diesel. Approximate usage does not constitute an order, but only implies the probable quantity the County will use. Product(s) Services(s) will be ordered on an as-needed basis. Other pertinent information is as follows:

Pertinent Information:

Approximate number of vehicles to be authorized: 100 current.

The County reserves the right to add or delete any vehicle at any time without additional expense.

Service shall be available, however, to an unlimited number of vehicles. At the County's discretion they should be able to add vehicles at will, without any additional fees.

Section 2.2: Background.

The County's fleet fuel card usage is primarily in the State of Wisconsin, but is open to potential use in any location which accepts vendor's fueling. Fuel is purchased on an as-needed basis, with no guaranteed minimum per month to be purchased.

Section 2.3: Credit Limit.

The County requests a beginning credit limit of \$30,000. The County may request that this limit be extended upwards should the County's usage increase or should fuel prices escalate. Please indicate time frame needed for approval of increased credit limit. System access users shall not be denied without prior notification to the County.

Section 2.4: Fees.

The RFP must describe in detail the nature and extent of all fees applicable to their program, i.e., monthly/annual card fees, transaction fees, software fees, report fees, etc. Complete Attachment "C" Fees & Discount Rebate Form and include in your proposal.

Section 2.5: System Access.

The County desires that the cards be assigned by specific department and that the vehicle be assigned a PIN number by the County which shall be valid for use with any County authorized vehicle. A four-digit, all numeric PIN is preferred.

- a) Explain the process of issuing cards :
 - i. Initial use
 - ii. Additional issue
 - iii. Reissue/renewal
- b) Explain in detail your company's process of issuing vehicle ID/PIN numbers. The County should have the ability to assign the PIN numbers.

Section 2.6: County Responsibilities.

The bidder shall provide monthly statements of all charges and other amounts due. The County shall be responsible for all authorized charges, provided that the use is within the required authorization control limits assigned by the County. All non-electronic sites shall be noted on the monthly billing. Any purchase which was not electronically authorized and may result in a balance temporarily exceeding the billing cycle or single purchase limits shall not constitute any additional charges being added to the billing.

Non-fuel transactions shall be flagged and item(s) purchased shall be identified on billing and reports. **Original fuel card receipts shall be given to the driver at the time of the purchase.**

Section 2.7: Security.

The County shall not be liable for charges resulting from the unauthorized use of any credit card. For this purpose, an unauthorized use is one that was incurred by someone other than an authorized County employee who did not have actual, implied, or apparent authority to use the County credit card. Please provide your company's security measures concerning lost/stolen cards, as well as security measures to ensure that no unauthorized use of the cards occurs at such time when at the pump card use is not available and a manual inside transaction is required.

Section 2.8: Customer Service.

Bidder shall provide driver receipts for all purchases; shall provide 24-hour customer service for any problems arising from fueling; and shall provide 24-hour customer service for reporting lost/stolen cards or unauthorized users. Please provide a listing of all other services provided by your company. Also, please indicate if new vehicle information packets are furnished by your company and what charge, if any, is applicable. Website access for adding, terminating, or re-instating vehicles is required, with optional telephone access.

Section 2.9: Cancellation of Cards.

Please include in the RFP your company's procedure for cancellation of cards. Website access is highly preferred.

Section 2.10: Cash Advances Are Not Authorized.

The fleet card shall not be used, under any circumstances, for cash advances from banks, automated teller machines, or any location providing such advances. The bidder shall ensure that all accounts are blocked from this type of activity.

Section 2.11: Reporting and Replacement of Lost/Stolen Cards.

Please provide the County with your company's detailed procedure for reporting and replacing lost/stolen cards.

Section 2.12: Reports and Website Viewing.

The bidder shall include as part of the RFP a detailed listing of all reports available to the County under the standard agreement and costs, if any associated with each report. Bidder shall state if information is available for a selected time frame (i.e. from date to date) and/or on a daily, weekly and monthly basis. Also, please indicate if custom reports are available and the cost associated with such reports if applicable. Please submit a sample copy of all reports detailed in this section. Bidder shall describe manner of reporting and identifying non-fuel products purchased such as DEF, oils, antifreeze, etc.

Please give details and list services/reports that would be available to the County through your website. The County highly prefers to have the ability to view drivers and status, both active and inactive; view vehicles and status, both active and inactive; request vehicle status change via internet; request to add vehicle via internet; ability to view current transactions; and to view report data. In addition, the system should have the ability to export transaction data to the County in excel format. Transaction data should include but not be limited to: date, time of transaction, location, vendor name, quantity purchased, odometer reading and cost per gallon, gross cost, federal taxes, net cost, vehicle identification and product.

Section 2.13: Invoicing.

Please furnish sample invoicing. The County highly prefers to have the ability to receive invoicing via email.

Section 2.14: Pump Transaction Data.

All fuel transactions shall require vehicle ID and an odometer entry or equipment identifier for non-vehicular purchases. At a minimum, the bidder shall insure that the following data is contained on the original receipt given to the driver at the time of each fleet card purchase:

- Vehicle Number
- Vehicle Card Number
- Odometer Reading

- Name of fueling site
- Location of fueling site
- Transaction date
- Transaction time
- Number of fuel gallons
- Fuel type (unleaded regular, unleaded plus, unleaded premium, E85)
- Fuel cost per gallon
- Total fuel cost
- Non-fuel purchase, if any
- Total Sale

Please indicate whether the above information will be included on receipts for manual purchases also. If all information will not be included, please indicate the items that will be included.

Section 2.15: Tax Exemption.

The County is by law exempt from all, and shall not pay or reimburse the bidder with respect to any local, state and federal taxes. The County will provide tax information to the bidder upon request.

Section 2.16: Disputed Transactions.

The bidder shall include as part of this RFP an explanation of their dispute resolution process. The County reserves the right to modify or not consider this process as they deem necessary in the final agreement.

Section 2.17: General Information Requested.

The bidder shall provide in the submittal of the RFP the following information:

- Location of all stations that accept the fuel card offered in Monroe County.
- Total number of fueling sites in Wisconsin.
- Turnaround time for vehicle and driver authorization. Should indicate the time via fax/telephone, US mail, email or website.

Section 2.18: Discounts/Rebates.

The bidder should indicate the price per gallon discount/rebate off the pump prices offered to the County, if any. If a sliding scale, please indicate.

In no way should the bidder offer discounts/rebates to any driver for personal use. **All discounts/rebates should be strictly enforced and all discounts/rebates applied to County purchase only.**

Section 2.19: Miscellaneous Information Requested.

Bidder shall include with their RFP a detailed list of any/all charges that may be incurred by the County, which have not been covered in this RFP document on Attachment C.

The County is interested in learning about enhanced features and services that reach beyond the County's basic requirements. Bidder should include with this RFP response a detailed description of all additional services offered and costs associated with such

services. Said services shall be considered as available options only. Any additional options will not be weighted in evaluating the award of this RFP response.

Section 3: RFP Organization and Format.

Section 3.1: Proposal Organization and Format.

RFP should be submitted on 8.5 by 11 inch paper bound securely. RFP must contain and be organized as shown below.

- ATTACHMENT A: RFP Acknowledgement and Anti-Collusion Certification.
- ATTACHMENT B: RFP: Fleet Fuel Services.
- ATTACHMENT C: Fees, Discounts & Rebates Overview.
- ATTACHMENT D: References.
- Any other information bidder feels relevant to this RFP.

Section 4: County of Monroe Terms and Conditions.

Section 4.1: Inspection at Bidder's Site.

The County of Monroe reserves the right to inspect, at a reasonable time, the equipment and/or facilities of a prospective bidder prior to contract award, and during the contract term, as necessary for the County's determination that such equipment and/or facilities are in adequate and suitable working order for proper and effective performance of services to be rendered (i.e. no broken gas pumps/equipment, cleanliness of facility, etc.).

Section 4.2: Payment Terms.

Payment terms are Net not later than 30 days after receipt of correct invoice. The County of Monroe is responsible for all payments for services provided within the scope of the terms of the RFP.

Section 4.3: Advertising:

The bidder agrees not to use the name of the County of Monroe as part of any advertising.

Section 4.4: Assignment.

No assignment of the bidder's obligations nor the bidder's right to receive payment under the RFP shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the bidder, the County of Monroe may:

- a) Forward the bidder's payment directly to any person or entity designated by the bidder, and

- b) Include any person or entity designated by bidder as a joint payee on the bidder's payment.

In no event shall such approval and obligation obligate the County of Monroe to anyone other than the bidder, and the bidder shall remain responsible for fulfillment of all contract obligations.

Section 4.5: Price Adjustments.

Any price changes downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the bidder to other customers. Notification must be given for any proposed price adjustment. Such notification may cover:

- a) Decreases: The County of Monroe shall receive full proportionate benefit immediately at any time during the contract period.
- b) Increases: All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the County reserving the right to accept or reject the increase, or cancel the contract. Such action by the County shall occur not later than 15 days after the receipt by the County of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.

Section 4.6: Non-Defaulter to County.

Bidder shall not be in default to the County for any fee and/or amount owed to the County, i.e. nonpayment of real and/or personal property taxes, fines, liens, income tax, invoices, etc.

ATTACHMENT A
RFP ACKNOWLEDGEMENT AND ANTI-COLLUSION CERTIFICATION

The undersigned certifies that: (1) he/she is duly authorized to submit and execute this proposal and (2) the vendor and its principles, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the Monroe County Administrator or any employees or agents of the County with regard to this proposal.

The undersigned further certifies that the enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming proposal may result in partial or full rejection of the proposal.

Company Name

Authorized Signature

Date

Print / Type Signatory Name

Address

Position / Title

County / State

Zip Code

Phone Number

Fax Number

E-mail

Web Page

ATTACHMENT B
RFP: FLEET FUEL SERVICES

Date: _____

Bidder Information:

Name of Company/Business: _____

Individual Partnership Corporation LLC Other (provide info)

Address: _____

Telephone #: _____

Number of Years in business: _____

Business Information (in County limits):

Name of Business: _____

Address Location: _____

Authorized Contact Person: _____

Telephone # of Authorized Contact Person: _____

Federal Tax ID #: _____ State Tax ID #: _____

Copy of W-9 sent along with bid. Copy attached.

General Information:

Are there any capacity issues to deliver the proposed fuel usage? YES NO

Provide a brief company/business history: _____

Other information (past accomplishments/projects that have impacted the County): _____

Services. Provide an overview/procedure of the following services:

Support Services: _____

System Access Process as outlined in Section 2.5: _____

Issuance/Cancellation of Cards: _____

Reporting lost/stolen Cards: _____

Disputed Transaction Resolution: _____

Ability to block cash advances as outlined in Section 2.10: _____

Liability and Security of Cards: _____

Location of all stations that accept fuel card offered in Monroe County: _____

List issues with pump transaction data as outlined in Section 2.14: _____

Website availability for report viewing as outlined in Section 2.12: _____

Report types available via website as outlined in Section 2.12: _____

Invoicing via email: _____

Other services provided: _____

Ensure all of the following is attached:

- Invoice sample.
 - Process for tax exemption application.
 - RFP Acknowledgement and Anti-Collusion Certification (ATTACHMENT A).
 - RFP: Fleet Fuel Services (ATTACHMENT B).
 - Fees, Discounts & Rebates Overview (ATTACHMENT C).
 - References (ATTACHMENT D).
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This RFP, together with any affixed Appendixes, schedules or other documentation, constitutes the entire understanding between the County and Authorized Contact Person and the Bidder with respect to subject matter of the RFP. This RFP shall be binding on and shall inure the benefit of the parties to the RFP and their permitted successors and permitted assigns and nothing in the RFP, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the RFP. The RFP may only be altered, amended or modified by written addenda signed by the Authorized Contact Bidder of the Bidder and the County of Monroe. This RFP as submitted shall be deemed to be one and the same RFP.

Authorized Contact Signature:

Date:

ATTACHMENT C

Fees, Discounts & Rebates Overview

Fees: Bidder must describe in detail the nature and extent of all fees applicable to their program: i.e. monthly/annual card fees, transaction fees, software fees, report fees, etc.

FEES:	
Monthly Card Fees	
Annual Card Fees	
Transaction Fees	
Late Payment Fees / Late Charges	
Software Fees	
Report Fees	
Charges for replacement cards (lost or stolen)	
APR%	
Other Fees or Charges:	

Discounts/Rebates: The Bidder should indicate the price per gallon discount/rebates off the pump prices offered to the County of Monroe, if any. If a sliding scale, list the breaks based on volume of gallons purchased per month.

Flat Rate

Discounts/Rebates Per Gallon:	

Sliding Scale

Gallons Per Month	Discounts/Rebates Per Gallon:

ATTACHMENT D References

Request for Proposal: Fleet Fuel Services. Section 1.13:
References.

A minimum of three (3) references that may include other governmental agencies, organizations and/or entities that bidder has provided with similar services. The Company name, contact and telephone number must be included with each reference.

Please list three references containing detail as requested under Section 1.13 of the RFP as stated above.

1. _____

2. _____

3. _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	
	Requester's name and address (optional) COUNTY OF MONROE 124 N Court Street SPARTA WI 54656	
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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