



**Request for Bids  
Brush and Compost Management Services  
RFB (2022-012)  
Town of Salem NH**

**SALEM PURCHASING**

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Prepared for and in coordination with

**SALEM MUNICIPAL SERVICES**  
ENGINEERING ♦ PUBLIC WORKS ♦ UTILITIES

## GENERAL TERMS AND CONDITIONS

**PREPARATIONS OF BIDS/PROPOSALS:** Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Department no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

**SUBMITTED BIDS/PROPOSALS:** Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

**WITHDRAWING BIDS/PROPOSALS:** Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

### **PROPOSAL EVALUATION:**

The Town reserves the right to reject any and all proposals received for the following reasons including but not limited to:

- Fails to adhere to one or more of the provisions established in the proposal.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in this proposal.
- Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the Town.

### **RECEIPT AND OPENING OF PROPOSALS:**

Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

**PROPOSAL RESULTS:**

All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Bid and RFP openings will be scheduled and opened accordingly. Results will not be given over the phone. Please send your request in writing or send an email to [gfacadio@salemnh.gov](mailto:gfacadio@salemnh.gov) to receive sealed bid results after the public opening. All Bids, RFP's, and RFQ's will remain unofficial and if applicable confidential until the award has been posted on the Town website.

**KNOWLEDGE AND EXPERIENCE:** If and as requested per document, provide a description of the firm's knowledge and experience in the industry. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

**REFERENCES:** If and as requested per document, projects within the past ten years best illustrating current qualifications for this project.

**AWARD OF CONTRACT:** It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- Be able to comply with the proposed or required time of completion or performance schedule; and
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible bidder based on best (lowest) cost first understanding the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the contract terms.

**EXECUTION OF AGREEMENT:**

The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

**APPROVAL OF AGREEMENT:**

Upon receipt of the agreement that has been fully executed by the proposer, the owner will complete the execution of the agreement and return the agreement to the contractor. The Agreement accompanied by a Town issued purchase order will be delivered to the contractor and will constitute a mutual approval and agreement by both parties to abide by the terms and conditions of the agreement.

**FAILURE TO EXECUTE AGREEMENT:**

Failure of the successful proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

**CONTRACT TERMINATION:**

If at any time the proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.

**RIGHT TO REJECT BIDS:** The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

**INSURANCE CERTIFICATES:**

Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability and property damage in the following amounts:

Comprehensive General Liability	\$1,000,000/\$ 1,000,000
Auto Liability: Property Damage	\$1,000,000/\$ 1,000,000
Personal Injury	\$ 1,000,000/\$ 1,000,000
Workmen's Compensation	as required by the State of New Hampshire

**PRICING:** Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this contract will only hold up payment if they are added to the submitted invoice.

**INVOICING:**

Invoices must be physically mailed and/or submitted (emailed invoices unacceptable) to Accounts Payable at:

Town of Salem  
c/o Accounts Payable  
33 Geremonty Drive  
Salem NH 03079.

The invoice must include an itemization of all items, supplies, repairs, labor furnished, including unit list pricing, and net pricing, as identified in the bid award. The total amount due shall be clear and apparent on the invoice for proper payment. Payment terms are net thirty (30) days from the date of the invoice. General terms as allowable: Invoices received before the twentieth of each month should get processed for said month with payment available through said month check disbursement.

**TAX:**

The Town is exempt from all sales and federal excise taxes. Our exemption number is 026000817  
Please Invoice less these taxes.

**DELIVERY:** Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

**GUARANTEES AND WARRANTIES:** All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed.

**FORCE MAJEURE:** Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.

**POLICE DETAILS:** Police Details shall be scheduled as required for safety, by and as required by Town, and will be paid by the Municipal Services Department. The Contractor shall coordinate and confirm work schedule with the Municipal Services Department, or the designee, discuss Police Detail, if approved, and if applicable, provide detail slips back to Municipal Services.

## **REQUEST FOR BIDS BRUSH AND COMPOST MANAGEMENT SERVICES**

You are cordially invited to submit a proposal for Brush and Compost Management Services in accordance with the attached specifications, terms, and conditions listed in RFB 2022-012 Brush and Compost Management Services which can be obtained at: <https://www.townofsalemnh.org/purchasing>. The Town of Salem NH is requesting bids from qualified contractors for chipping/grinding of resident brush pile and screening of leaf compost pile at the Transfer Station. It is the intention of the Town to select a contractor that can provide both services however the bid award may be split if applicable. This will be a three (3) year bid consideration from 2022 – 2024 with 2022 as guaranteed award if selected. There will not be any pre-bid meeting. Any interested Contractor(s) should contact Municipal Services at 603-890-2150, or Kim Babaian: [kbabaian@salemnh.gov](mailto:kbabaian@salemnh.gov) and a viewing appointment will be made accordingly at which time the Contractor can go to the Transfer Station to estimate quantities. **All proposals/bids must be received by March 10, 2022, at 9:30 AM EST. Two (2) copies of the BID Sheet must be signed and submitted in a sealed envelope, plainly marked:**

**RFB 2022-012  
Brush and Compost Management Services  
Town of Salem  
Purchasing Office  
33 Geremonty Drive  
Salem NH 03079**

### **INTRODUCTION**

The Town of Salem NH maintains and collects brush and leaf waste at the Transfer Station located at 101-129 Shannon Road. Each year the Town chips/grinds all brush and processes the leaf compost by screening/removal and turning over immature piles accordingly. These services have been provided by qualified contractors respectively however the Town would like to work with one qualified contractor to perform the work starting in 2022 and pre-selecting them for services in 2023 and 2024, contingent, and based on negotiated/best cost of estimated quantities for those years. In addition the Town will consider any products and/or services by contractor that may be in the Town's best interest to offset overall cost for this consideration. It should be noted that the Transfer Station is a closed landfill. References will be requested.

### **GENERAL BID INFORMATION/REQUIREMENTS**

Contractor will be provided a lay down area behind the piles for the purposes of chipping, grinding, screening, separating and/or loading material to be hauled off site. Contractors processing operation shall not interfere with the daily operation and/or traffic flow of the area including designated drop off area for residents. Access outside normal operating business hours can be arranged within reason. The Transfer Station is closed on Monday's however this will not impact the operation as the Town will work with Contractor in best interest. Contractor will BID Lump

Sum for services and if applicable and/or interested fill out the In Lieu Of accordingly with services/items which may be of interest to the Town.

**Brush:**

- Contractor shall remove all contents of the brush pile: including but not limited to chipping/grinding full pile, hauling all chips/waste off site including any debris which are separated from operation. Contractor is to accept all brush as part of the awarded bid until operation is complete at the proposed bid price. All old wood, dirty wood, stumps, dirt, duff, etc. is to be hauled off and area left clean to start a new pile.
- Foreign items to be found in pile such as metal, trash, etc. can be deposited in the respectable areas of the Transfer Station only if completely isolated and separated less organics or items thereof. The remainder of the pile must be removed.
- Contractor will remove within 3-4 weeks of requested scheduling by Town.

**Compost:**

- Contractor shall remove all contents of the selected compost pile: including but not limited to screening full pile and/or hauling unscreened pile off site.
- Selected method by contractor includes removal of any/all debris which are separated or generated from operation. Contractor is to accept all compost as part of the awarded bid until operation is complete at the proposed bid price. Any ancillary or non-compostable items as discovery in pile are to be hauled off and area left clean to start a new pile.
- Foreign items to be found in pile such as metal, trash, etc. can be deposited in the respectable areas of the Transfer Station only if completely isolated and separated less organics or items thereof. The remainder of the pile must be removed.

**DELIVERABLES**

- Full removal of the designated brush pile
- Full removal of the designated compost pile
- A pile of screened compost, amount to be determined based on quantity serviced, left on the site for the Town's needs.

**AWARD**

The BID will be awarded to the most qualified contractor of which clearly demonstrates the capacity to perform these and/or each service respectively. The BID will be awarded based on Lump Sum, lowest most responsive best cost, for services requested. The Town reserves the right to split the Award if in its best interest, i.e., award each item separately to different contractors.

The Town will guarantee the Award to the confirmed Contractor(s) for 2022 services and will retain the option to Award to said Contractor(s) for Years 2023 and 2024 based in principle of 2022 BID, however, adjusted as such, for estimated quantities of piles for those years. The Town also reserves the right to put BID back out in 2023 and 2024 should negotiations fail thereof.

### **PRE-BID MEETING**

There will not be any pre-bid meeting. Any interested Contractor(s) should contact Municipal Services at 603-890-2154, or Kim Babaian: [kbabaian@salemnh.gov](mailto:kbabaian@salemnh.gov) and a viewing appointment will be made accordingly at which time the Contractor can go to the Transfer Station to estimate quantities.

### **IN LIEU OF: CONSIDERATIONS**

A Contractor can, if they choose, offer services or materials that may be of equal value for the product generated from this request, i.e., wood chips and compost. If awarded the BID, the Town may consider In Lieu Of to offset overall costs for the BID services. By no means should any vendor offering an In Lieu Of place a value and/or offset the official BID amount in anticipation of receiving consideration thereof. This is merely a mechanism within the BID to negotiate as such services/materials needed operationally, openly declaring, and subsequently negotiating, in the Town's best interest, for relative interests. Contractors are not obligated to present anything to the aforementioned as this does not impact the BID award in any manner. As stated previously the BID will be awarded based on Lump Sum, lowest most responsive best cost, for services requested NOT including In Lieu Of.

### **BID PACKAGE DELIVERABLES**

- BID Sheet completed in full and correct. Each ITEM should be bid as one ITEM, LUMP SUM. If not bidding one of the items leave blank or list N/A.
- Reference Form from APPENDIX A - At least three (3) Professional References, preferably municipalities or private utilities, that the Contractor has done work for.
- In Lieu Of Forms from APPENDIX B completed if applicable or interested. This is not required and can be left blank or list N/A as such.
- Acknowledgment Forms from APPENDIX B completed and signed accordingly.
- All proposals/bids must be received by March 10, 2022, at 9:30 AM EST.

# BID FORM

**ITEM A: BRUSH PILE:** Contractor shall remove all contents of the brush pile: including but not limited to chipping/grinding full pile, hauling all chips/waste off site including any debris which are separated from operation. Contractor is to accept all brush as part of the awarded bid until operation is complete at the proposed bid price. All old wood, dirty wood, stumps, dirt, duff, etc. is to be hauled off and area left clean to start a new pile.

## ITEM A: BRUSH PILE

LUMP SUM: \_\_\_\_\_

WRITTEN: \_\_\_\_\_

**ITEM B: COMPOST PILE:** Contractor shall remove all contents of the selected compost pile: including but not limited to screening full pile and/or hauling unscreened pile off site. Selected method by contractor includes removal of any/all debris which are separated or generated from operation. Contractor is to accept all compost as part of the awarded bid until operation is complete at the proposed bid price. Any ancillary or non-compostable items as discovery in pile are to be hauled off and area left clean to start a new pile.

## ITEM B: COMPOST PILE

LUMP SUM: \_\_\_\_\_

WRITTEN: \_\_\_\_\_

**OF NOTE ITEM B:COMPOST PILE** – As part of the Deliverables, a pile of screened compost, amount to be determined based on quantity serviced, left on the site and/or brought to the site for the Town's needs. Contractor may opt to screen on site of which all generated materials will be removed and become property of Contractor with the exception of pile of screen compost left at Town's request. All generated debris from pile will be removed by Contractor.

## APPENDIX A:REFERENCES

**PLEASE PROVIDE THREE REFERENCES FROM MUNICIPALITIES OR UTILITIES AS RECOMMENDED:**

REFERENCE 1:

REFERENCE 2:

REFERENCE 3:

APPENDIX B: IN LIEU OF

## IN LIEU OF

A Contractor can, if they choose, offer services or materials that may be of equal value for the product generated from this request, i.e., wood chips and compost. If awarded the BID, the Town may consider In Lieu Of to offset overall costs for the BID services. By no means should any vendor offering an In Lieu Of place a value and/or offset the official BID amount in anticipation of receiving consideration thereof. This is merely a mechanism within the BID to negotiate as such services/materials needed operationally, openly declaring, and subsequently negotiating, in the Town's best interest, for relative interests. Contractors are not obligated to present anything to the aforementioned as this does not impact the BID award in any manner. As stated previously the BID will be awarded based on Lump Sum, lowest most responsive best cost, for services requested NOT including In Lieu Of.

**The following may be available In Lieu Of:**

## APPENDIX C: ACKNOWLEDGEMENT FORMS

## **SIGNATORY DECLARATION**

I, the undersigned, acknowledge completion and receipt of the Authorized Signatory Declaration Form, and fully understand my responsibility as an Authorized Signatory on this document and all subsequent forms thereof requiring signature. In particular I understand rules regarding the referencing, checking, and verification as necessary for disclosure to award this bid or proposal as requested and defined within this document. The bid document as submitted has not been altered knowing all information must be filled out correctly for consideration. It is hereby understood that the Town of Salem reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; to award contracts, or to cancel this request, if it is in the Town's best interest to do so.

Written Name of Authorized Signatory: \_\_\_\_\_

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

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

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

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

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

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

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

### **NON-COLLUSION STATEMENT**

By Submission of the Bid or Proposal, the Bidder Certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other competitor or potential competitor;
2. This bid proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;
3. No attempt has been made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
5. That attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

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

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

## **INDEMNIFICATION AGREEMENT**

The successful vendor agrees to indemnify, investigate, protect, defend, and save harmless the Town of Salem, NH, its officials, officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

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

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

## **NO BID QUESTIONNAIRE**

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated.

A no bid is submitted in reply to the Town of Salem, NH invitation in reference to:

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Given the following:

Item not supplied by our company  
 Bid Specification (Provide reason)

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Profit Margin too low  
 Past experience with the Town of Salem (Provide reason)

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Insufficient time allowed to prepare and respond to bid request  
 Bid requirements (Provide reason)

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Priority of other business opportunities limits time.  
 Other reason(s): \_\_\_\_\_

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

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

**Request for Taxpayer  
Identification Number and Certification**► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.Give Form to the  
requester. Do not  
send to the IRS.Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
2 Business name/disregarded entity name, if different from above					
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> 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) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►					
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) _____					
<small>(Applies to accounts maintained outside the U.S.)</small>					
5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)		
6 City, state, and ZIP code					
7 List account number(s) here (optional)					

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number											
			-			-					

or

Employer identification number											
			-								

**Part II Certification**

Under penalties of perjury, I certify that:

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 for Part II, later.

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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)

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

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

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