

--FORMS TO BE RETURNED WITH PROPOSAL--

5. PRICING

The undersigned hereby declares: to have carefully examined the contract documents, including all addenda; have a clear understanding of said documents and premises; 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 below.

The City reserves the right to specify whether each work order will be paid on a time basis (per day per crew) or volumetric basis (per cubic yard); whether tree debris will be chipped on site; and whether the Contractor or the City will haul off and dispose of branches and/or chips. In the pricing tables below, "per cubic yard" refers to the volume of material, whether chipped or unchipped, after loaded into a dump truck, trailer, or chipper box truck for haul-off and disposal or delivery to a City facility. Full load volume will be estimated to be equivalent to the rated capacity of the equipment. Partial load volume will be calculated as the percentage of the equipment's rated capacity that is occupied by chips or removed material based upon a visual estimate and agreed upon by both the City and the Contractor; if a visual estimate cannot be agreed upon, the volume shall be calculated using standard measuring tools.

Bidder shall provide proposed prices for each of the items in the REQUIRED BID ITEMS table. Write "No Bid" next to each item on the OPTIONAL BID ITEMS table for which the Bidder is not submitting a price. The proposed prices shall include the full price for providing the stated service, including all labor, management, equipment, tools, mobilization, traffic control, and other associated costs.

REQUIRED BID ITEMS:

DESCRIPTION	UNIT	UNIT PRICE (US DOLLARS)
Trim and/or remove trees; chip on site; haul-off and dispose chips at Contractor's expense	Per day per crew	\$1800. ⁰⁰
Trim and/or remove trees; chip on site; haul-off and dispose chips at Contractor's expense	Per cubic yard	N/A without prior inspection
Trim and/or remove trees; no on-site chipping; haul-off and dispose removed material at Contractor's expense	Per day per crew	\$1800. ⁰⁰
Trim and/or remove trees; no on-site chipping; haul-off and dispose removed material at Contractor's expense	Per cubic yard	N/A without prior inspection
Trim and/or remove trees; chip on site; deliver chips to City facility for handling by City	Per day per crew	\$1700. ⁰⁰
Trim and/or remove trees; chip on site; deliver chips to City facility for handling by City	Per cubic yard	N/A without prior inspection
Trim and/or remove trees; no on-site chipping; deliver removed material to City facility for handling by City	Per day per crew	\$1700. ⁰⁰
Trim and/or remove trees; no on-site chipping; deliver removed material to City facility for handling by City	Per cubic yard	N/A without prior inspection

OPTIONAL BID ITEMS:

DESCRIPTION	UNIT	UNIT PRICE
Curbside pickup of storm debris (tree limbs only) by grappling truck; no on-site chipping; haul-off and dispose collected limbs at Contractor's expense	Per day per crew	\$ 2,000.00
Curbside pickup of storm debris (tree limbs only) by grappling truck; no on-site chipping; haul-off and dispose collected limbs at Contractor's expense	Per cubic yard	\$ 35.00
Curbside pickup of storm debris (tree limbs only) by grappling truck; no on-site chipping; deliver removed material to City facility for handling by City	Per day per crew	\$ 1800.00
Curbside pickup of storm debris (tree limbs only) by grappling truck; no on-site chipping; deliver removed material to City facility for handling by City	Per cubic yard	\$ 30.00

Please add any additional proposed additions in the table below or as a separate sheet.

CONTRACT TIME: The Bidder agrees, if awarded the Contract, to commence work in accordance with the schedule provided by the City in each work order. The term of this agreement shall be for one (1) year, beginning on the date of the execution of the agreement, and shall automatically renew for up to four (4) additional one (1) year periods.

DOCUMENTS: Each Bidder 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: *Amy Smith*

Title: Owner

Date: 12-19-2024

6. DEMONSTRATION OF EXPERIENCE

Years in business under present business name: *23 years*

Total years of experience in work of the type called for in this contract: *29 years*

List in table below the contracts of similar scope and scale to the City's RFP has your organization completed.
List most recent FIRST:

Contract Amount	Type of Work	Date Completed	Owner's Name & Contact Info
\$10,000 ^e	Tree pruning x 29 Tree removal x 2	12/2/2024	City of Stephenville (City Park)
\$20,800 ^e	Hazard prune x 130 Tree removal x 3	10/18/2024	Catalina Bay HOA Linda Keller 817-243-5560
\$2,100 ^e	Elevate 36 trees + Tree removal x 1	10/16/2024	Sandra Palmer HOA David Smith 254-485-0419
\$43,775 ^e	Numerous tree removals Clear ROW easement	4/16/2024	D+D Contractors, Inc. Gerald McLeod 830-358-9206
\$10,000 ^e	Maintenance pruning and tree removal	2/22/2024	Lacy Funeral Home Vance Wade 254-595-0020

List in the table below what contracts your organization currently has:

Contract Amount	Type of Work	Projected Date of Completion	Owner's Name & Contact Info
\$16,075 ^e	Numerous tree removals	2/01/2025	D+D Contractors, Inc. Gerald McLeod 830-358-9206
\$4,000 ^e	Tree pruning Tree removal x 2	01/24/2025	Diamond C Ranch John Collier 817-832-5838
\$2,400 ^e	Tree Pruning	01/10/2025	Molly Elliot 254-977-0912
\$3,900 ^e	Tree Pruning	12/30/2024	Virginia Morvant 254-592-4567
\$4,000 ^e	Tree Pruning Tree removal	01/17/2025	Donna Wagner 254-967-0562

If you have any additional experience or work that you would like to submit, please provide separate additional documentation upon submittal.

Have you ever failed to complete any contract awarded to you? No Yes, if so state where and why:

Are you at present in any major litigation or lawsuits involving work of any type? No Yes, if so explain:

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

Reviewed this contract in detail. If awarded this contract, will render myself available with representative of the City of Stephenville. I am very familiar with the landscape of trees around Stephenville. Typically when a tree is in need of attention, I have already observed it and I am familiar with it.

7. LIST OF MACHINERY AND EQUIPMENT

It is required that a Contractor be able to perform tree trimming and removal services. It is represented as part of this proposal that the below listed equipment is available for use on the work covered by the Scope of Work.

As a part of the proposal evaluation a team from the Public Works Department may inspect the availability and capability of the equipment of the Contractor submitting the winning proposal.

Units	Types of Equipment
1	60ft Forestry Bucket chipper Truck
1	Grapple Loader Truck 30yard Dump bed
2	14 yard Chipper Dump Trucks
3	12 in Brush / Wood Chippers
2	12 ft + 16 ft Dump Bed Trucks
1	16 ft Dump Trailer
2	Mini Skid Steer Loaders with Grapple
3	Stump Grinders
3	2 16 ft Flat bed trailers 1 12 ft Utility trailer
3	Pickup Trucks
40	Chainsaws: Ranging from 12in - 48in bar
3	Gas Pole Saws
4	2 Gas Weed Eaters w/ Brush cutters 2 Gas Blowers
4	sets of Tree Climbing Gear
Numerous	Pole saws, manual pruners, and hand tools
Numerous	Rigging lines, blocks, ropes, lowering devices

8. VENDOR PROFILE

Company Information:

Company Name: Jim's Tree Service Phone Number: 254-968-8599

and D/B/A: N/A (write 'N/A' if not applicable)

Website: Jimstreeservice.net (write 'N/A' if not applicable)

Fax Number: N/A (write 'N/A' if not applicable)

If there is no toll-free number, does the company accept collect calls? Yes No

Contacts:

Corporate Contact for this Proposal:

Name: Joseph Prichard Address: 134 Bent Creek Ranch Ct

City: Fort Worth State: TX Zip: 76126

Phone Number: 817-919-7682 Email Address: Woodenman25@yahoo.com

Fax Number: N/A (write 'N/A' if not applicable)

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

Local Contact for this Proposal:

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Fax Number: _____ (write 'N/A' if not applicable)

Number of years the company has been in business under this name: 23 years

Other company names used with dates, from/to:

Company Name: Jim's Tree Service From/To 1969- Present

Company Name: _____ From/To _____

Company Name: _____ From/To _____

Company Name: _____ From/To _____

Company Name: _____ From/To _____


9. PROPOSAL RESPONSE FORM

By signing and submitting this proposal, Bidder 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: Joseph Prichard

Title: OWNER

Date: 12/19/2024

10. REFERENCES

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

1. Company: _____

Contact name: Barbara Terrell

Phone number: 254-485-5798

Email: _____

2. Company: _____

Contact name: Lynda Bruner

Phone number: 254-485-3930

Email: _____

3. Company: Lacy Funeral Home

Contact name: Vance Wade

Phone number: 254-595-0020

Email: _____

4. Company: _____

Contact name: Lonn Reisman

Phone number: 254-592-3284

Email: _____

5. Company: _____

Contact name: Penny Elliot

Phone number: 254-977-4529

Email: _____

11. DEVIATION OR COMPLIANCE FORM

DEVIATIONS: In the event the undersigned Bidder intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED ON THIS PAGE**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

NO DEVIATIONS: In the absence of any deviation entry on this page, Bidder assures the City of Bidder’s compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

Deviation #	Deviation Title	RFP Reference (related to the deviation)	Detailed Deviation Description
			N/A

12. RELEASE AND INDEMNIFICATION

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BIDDER 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 STEPHENVILLE, 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 BIDDER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON BIDDER'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: _____

13. NON-COLLUSION ACKNOWLEDGEMENT

The undersigned Bidder 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 Bidder, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Bidder, nor by Bidder'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: Jim's Tree Service

Signature of Company Officer: 

Printed Name: Joseph Prichard

Title: OWNER

Date: 12/19/2024

14. 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, Bidder 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: Jim's Tree Service

Signature of Company Officer: 

Printed Name: Joseph Prichard

Title: OWNER

Date: 12/19/2024

15. 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 Stephenville's RFP, with the consent and agreement of the successful Bidder(s) and the City of Stephenville. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in Bidder's Proposal. However, all parties indicate their understanding, and all parties hereby expressly agree that the City of Stephenville is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Stephenville 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 Stephenville, may desire, but are not obligated, to purchase goods and services defined in this Proposal from the successful Bidder. All purchases by governmental entities, other than the City of Stephenville, will be billed directly to and paid by that governmental entity. The City of Stephenville will not be responsible for other governmental entities debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the specifications.

Prior to other governmental entities placing orders, the City of Stephenville will notify the successful Bidder of their intent.

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

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

Signature: 

Printed Name: Joseph Prichard

Title: owner

Date: 12/19/2024

16. DISCLOSURE OF INTERESTED PARTIES

Prior to entering into a contract that is at least \$1 million in value, the Bidder must submit a "Certificate of Interested Parties" Form, in accordance with [Texas Government Code Section 2252.908](#), as amended. Within thirty (30) days of receipt of the form, the City must submit a copy to the Texas Ethics Commission. A sample Certificate of Interested Parties form may be viewed here:

<https://www.ethics.state.tx.us/data/forms/1295/1295.pdf>

17. CONFLICT OF INTEREST AND QUESTIONNAIRE

Please sign, if applicable

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://www.ethics.state.tx.us/forms/conflict/>

Form CIQ may be downloaded here: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Respondent shall answer each question on Form CIQ in relation to each individual listed below with whom there is a conflict of interest and submit the completed form(s) with its SOQ. If there are no conflicts of interest, Bidder shall submit a single copy of Form CIQ with "None" or "N/A" in Box 3 (Name of Officer):

Local Government Officer	Title	Local Government Officer	Title
Doug Svien	Mayor	Sarah Lockenour	City Secretary
LeAnn Durfey	Councilmember	Jacey Wood	Deputy City Secretary
Gerald Cook	Councilmember	Robert Isbell	Fire Chief
Lonn Reisman	Councilmember	Dan Harris	Police Chief
Dean Parr	Councilmember	Darrell Brown	Director of Administrative Services
Maddie Smith	Councilmember	Steve Killen	Director of Development Services
David Baskett	Councilmember	Monica Harris	Director of Finance
Brandon Greenhaw	Councilmember	Nick Williams	Director of Public Works
Alan Nix	Councilmember	Daron Trussell	Director of Parks and Leisure
Jason King	City Manager	Sheryl Truss	Human Resources Manager
Randy Thomas	City Attorney	Sean Clemmons	Airport Manager
	Evaluation Committee		Evaluation Committee
	Evaluation Committee		Evaluation Committee

18. W-9 FORM (ATTACH)

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.

Jim's Tree Service

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.

None

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]*
Signature of vendor doing business with the governmental entity

12-19-2024
Date

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Joseph Prichard		
	2	Business name/disregarded entity name, if different from above. Jim's Tree Service		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	<input checked="" 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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____			
	3b		If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions. 134 Bent Creek Ranch Ct		Requester's name and address (optional)
	6	City, state, and ZIP code Fort Worth, TX 76126		
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.

Social security number										
4	6	7	-	9	1	-	6	1	6	9
or										
Employer identification number										
			-							

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 12-19-2024
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they