

**RESOLUTION NO. 22-14**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH S.C. ROWE, INC. FOR THE PURCHASE OF CITY-WIDE FUEL SERVICES FOR THE CITY AT THE BASE PRICE PLUS A MARK-UP PER GALLON OF \$.095.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and S.C. Rowe, Inc., relating to the purchase of City Wide Fuel Services at the base price as more fully described in the body of the bid response for the City, plus a mark-up per gallon of Nine and One Half Cents (\$.095), in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 28<sup>th</sup> day of October, 2021.

**CITY OF PANAMA CITY BEACH**

By:   
Mark Sheldon, Mayor

**ATTEST:**

  
Lynne Fasone, City Clerk

RESOLUTION NO. 22-14

## **CITYWIDE FUEL SERVICES**

### **AGREEMENT**

**THIS CITYWIDE FUEL SERVICES AGREEMENT** is made and entered into this 28 day of October, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and S.C Rowe, Inc. (Contractor).

### **PREMISES**

#### **1. SCOPE OF SERVICES**

Contractor will provide Citywide Fuel Services for Attachment A and Attachment B locations within the City of Panama City Beach and Contractor shall comply with all the requirements including the federal requirements as more particularly described in the Bid documents PCB22-06 ITB Citywide Fuel Services.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

#### **2. COMPENSATION**

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Bid prices submitted on PCB22-06 ITB Citywide Fuel Services Bid Form. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the Total COST per Gallon PRICES (base price plus markup) contained in the Contractor's cost proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- A. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

#### **3. PAYMENT**

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an

itemized invoice by billing the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 no later than three days after the closure date of each calendar month.

#### **4. TERM**

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of two years with two (2) one-year optional renewals.

#### **5. COMPLIANCE WITH LAWS.**

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

#### **6. WARRANTY**

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

#### **7. ATTORNEY'S FEES**

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

#### **8. TIME**

Time is of the essence in this Agreement.

**9. REMEDIES**

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement are governed by the laws within the State of Florida.

**10. CHOICE OF LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14<sup>th</sup> Judicial Circuit in Bay County, Florida.

**11. ASSIGNMENT**

This Agreement is not assignable.

**12. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**13. MODIFICATIONS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

**14. WAIVER**

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**15. NOTICES**

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Drew Whitman

Title/Position: City Manager

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: 850-233-5100

**B. As to Contractor:**

Contract Representative: Patrick Rowe

Title/Position: President

Email address: Patrick@scroweinc.com

Mailing address: 605 W Beach Drive

Panama City Beach, Fl 32401

Phone/Cell: 850-785-5241

**16. AGREEMENT**

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS

INFORMATION FOR BIDDERS

BID PROPOSAL FORM

CERTIFICATION REGARDING LOBBYING

STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON

PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE

PROGRAMS

PUBLIC ENTITY CRIMES STATEMENT

NON-COLLUSION AFFIDAVIT

E-VERIFY

CERTIFICATE OF INSURANCE

GENERAL CONDITIONS

SUPPLEMENTAL CONDITIONS (FEDERAL)

NOTICE OF AWARD

AGREEMENT

ADDENDA [LIST ANY ADDENDA ISSUED PRIOR TO EXECUTION OF  
THE AGREEMENT.]

No.   1  , dated   September 28  , 2021

No.   2  , dated   October 5  , 2021

No.       , dated                           , 20  

No.       , dated                           , 20  

The Contract Documents also includes any Work Authorizations executed by the parties and written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

6. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. This Agreement shall be governed by the laws of the State of Florida.
9. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States

mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach

17007 Panama City Beach Parkway

Panama City Beach, FL 32413

ATTENTION: Drew Whitman, City Manager

Fax No.: (850) 233-5108

If to Contractor:

S.C. Rowe Inc

605 W Beach Drive

Panama City Beach, FL 32401

ATTENTION: Patrick Rowe

Phone No.: 850-276-7530

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

**IN WITNESS WHEREOF**, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 \_\_\_\_\_

(Print Name): \_\_\_\_\_

By: Patrick Rowe  
Patrick Rowe (Oct 18, 2021 10:07 CDT)

S.C. Rowe, Inc

Date: Oct 18, 2021

Witness 2 \_\_\_\_\_

(Print Name): \_\_\_\_\_

ATTEST:

**THE CITY OF PANAMA  
CITYBEACH, FLORIDA,**

a municipal corporation

By: 

Drew Whitman , City Manager

  
City Clerk



## NOTICE TO AWARD

TO: S.C. Rowe, Inc.  
605 W. Beach Drive  
Panama City, FL 32401

### PRODUCT DESCRIPTION:

#### **PCB22-06 ITB Citywide Fuel Services**

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described work in response to its Advertisement for Bids dated September 20, 2021 and associated Information for Bidders.

You are hereby notified that your Bid for PCB22-06 ITB Citywide Fuel Services for the City of Panama City Beach in the amounts (Base Price plus mark-up) listed on the bid proposal form has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance within the above noted ten (10) calendar day period.

Dated this 20th day of October, 2021.

CITY OF PANAMA CITY BEACH

Owner

By: 

Name: Drew Whitman

Title: City Manager

### ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

By Patrick Rowe  
Patrick Rowe (Oct 18, 2021 10:07 CDT)

This the 18 day of October, 2021

Name Patrick Rowe

Title President

# Notice of Award and Agreement

Final Audit Report

2021-10-18

Created:	2021-10-18
By:	Tina Kunst (tina.kunst@pcbfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZgR0S7zcQAHLJm3Jts4ixOO7WMc8SnKG

## "Notice of Award and Agreement" History

-  Document created by Tina Kunst (tina.kunst@pcbfl.gov)  
2021-10-18 - 2:11:26 PM GMT
-  Document emailed to Patrick Rowe (patrick@scroweinc.com) for signature  
2021-10-18 - 2:42:29 PM GMT
-  Email viewed by Patrick Rowe (patrick@scroweinc.com)  
2021-10-18 - 2:59:40 PM GMT
-  Document e-signed by Patrick Rowe (patrick@scroweinc.com)  
Signature Date: 2021-10-18 - 3:07:32 PM GMT - Time Source: server
-  Agreement completed.  
2021-10-18 - 3:07:32 PM GMT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Acentria Insurance - Panama City 306 E 19th St Panama City FL 32405	<b>CONTACT NAME:</b> STEPHANIE STEWART <b>PHONE (A/C, No, Ext):</b> 850-387-1767 <b>FAX (A/C, No):</b> 850-257-2991 <b>E-MAIL ADDRESS:</b> stephanie.stewart@acentria.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
License#: L100480 SCROWEI-01	<b>INSURER A:</b> Southern-Owners Insurance Company <b>INSURER B:</b> United States Fire Insurance Company <b>INSURER C:</b> Lloyds <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 10190 21113 0

**COVERAGES**      **CERTIFICATE NUMBER: 1308563720**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
JR		INSR	WVD				
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	5069027592	9/28/2021	9/28/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5069027592	9/28/2021	9/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			21RENMA2100055300490	9/28/2021	9/28/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	78245012	3/20/2021	3/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution Liab			5069027592	9/28/2021	9/28/2022	Limits Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 CGL Enhancement; Form FM10101206 (AI Automatic by Written Contract/Waiver of Subrogation)  
 CAUT: WOS Form FM11401096; BLKT Designated Insured Form CA2048 US DOT#8345-43-FL; MCS-90  
 1 2009 Kenworth T370 2NKHLN9X99M250685  
 2 2011 Freightliner 1FVHCYBS5BDAV2640  
 3 2014 PETERBILT 6X4 110 BBS Cab 1NP9LJ0X5ED234208  
 4 2017 Kenworth T370 2NKHLJ9X7HM153780  
 5 2002 Freightliner FLATBED 1FVABTBV02HJ77911  
 6 2021 Kenworth T880 1NKZX40X8MJ436407

<b>CERTIFICATE HOLDER</b>  Murphy Oil USA, Inc. POB 7000 EI Dorado AR 71731	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# Request for Taxpayer Identification Number and Certification

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

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**S C ROWE, INC.**

2 Business name/disregarded entity name, if different from above

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

- Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
 Other (see instructions) ▶ \_\_\_\_\_
- C Corporation     S Corporation     Partnership     Trust/estate

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) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**P.O. BOX 489**

6 City, state, and ZIP code

**PANAMA CITY, FL 32402**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## 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									
5	9	-	3	4	9	8	9	1	3

## 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 ▶ Peta Rowe, President    Date ▶ 10/18/2021

## 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.