

SPECIFICATIONS & INVITATION TO BID
NEW – UNUSED – TRUCK TRACTOR DAY CAB – Glider – WHITE in color

No Public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. The offerer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Irion County. All vendors must disclose any relationships, personal or business, to the Irion County Commissioners Court. Failure to do so will result in immediate cancellation of the contract.

1. SCOPE

1.1 Irion County, Texas is now accepting formal bids for the purchase of one (1) New – Unused – Truck Tractor Day Cab – Glider – White in color for road and bridge construction applications in Irion County.

1.2 It should be clearly understood by the bidder that the following specifications and requirements are offered to show details of desired equipment being sought and are not intended in any way to limit responses to certain brand names of manufacturer's products. Irion County may elect to consider certain variations from these specifications, provided such deviations are clearly detailed in the respective bid.

1.3 Delivery time will be an important consideration in the awarding of this bid. Dealers are urged to bid from existing stock if possible. It is a requirement of this bid that delivery must occur by September 16, 2019.

1.4 Irion County hereby expressly reserves the right to accept or reject any or all bids or either in part or in whole and/or to make a formal contract award on the basis of total bid price or unit bid. Irion County reserves the right to take up to 90 days after the formal bid opening to render a decision.

1.5 This invitation and accompanying bid form, when completed by vendor, constitute a legally binding offer and becomes the governing contract document between Irion County and the successful bidder upon formal award of the bid. Irion County hereby expressly reserves the right to reject any incomplete bid.

1.6 Bid proposals will be received until 9:00 a.m. CST on August 20, 2019, in the office of the county clerk. Bids will be opened in the Commissioners Courtroom in the Irion County Courthouse, 209 N. Parkview, Mertzon, Tx. 76941, during the Commissioners Court meeting which will begin at 9:15 a.m. CST on August 20, 2019. However, if Irion County offices are closed due to bad weather or an emergency, bids will be held and opened the following business day. The anticipated award of the contract will be executed by the Honorable Commissioners Court in the same meeting as the opening, unless Irion County uses its 90 day option explained in 1.4 above.

Please note: The official time clock for receiving and stamping in bids is the file stamp and signature of

the Irion County Clerk in the Clerk's office. No protest will be recognized, as this will be the official time.

1.7 This contract may be cancelled by Irion County with 30 days notification.

1.8 The bid award shall be based on, but not limited to the following factors:

- 1) Irion County's evaluation of vendor to supply the requested product and perform conditions
- 2) Vendor reputation
- 3) Vendor's past performance record with Irion County or other counties
- 4) Bid price (not necessarily low bid)
- 5) Delivery date

1.9 Any bid which Irion County picks up at the US Post Office with postage due will be refused and sent back to the vendor unopened. Should this occur and vendor misses bid opening, Irion County will not honor or recognize any protest.

1.10 Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder, guaranteeing authenticity.

1.11 Please note that Irion County is exempt from Federal Excise and State Sales Tax, therefore tax for goods or services rendered must not be included in your bid. Vendor will be responsible for taxes on vendor's purchases.

2.0 **CONFLICT OF INTEREST:** No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Civil Statutes, Title 19, Article 581-2-1.

3.0 **TERMINATION FOR DEFAULT:** Irion County 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 a breach or default of this contract. Irion County reserves the right to terminate the contract immediately in the event the successful bidder:

- 1) Fails to meet schedules
- 2) Defaults in the payment of any fees
- 3) Otherwise fails to perform in accordance with these specifications

Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for products which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

4.0 **EXCEPTIONS/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications. Or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specification of the invitation. Irion County Commissioners Court reserves the

right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the county.

It is expressly understood and agreed that in case Irion County should need any item(s) not available within the time frame needed from the successful vendor during the term of this contract, Irion County reserves the right to purchase these items from other than the successful vendor and shall not be in violation of any terms or conditions of said Contract. Further, Irion County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

No money will be paid to the vendor until delivery of the product to the county and acceptance of the product by Irion County.

5.0 FUNDING: Funds for payment have been provided through the Irion County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligation that may arise past the end of the current Irion County fiscal year shall be subject to budget approval.

TERMS AND CONDITIONS

1. **CONFLICT OF INTEREST:** No public official shall have an interest in this contract, in accordance with Texas Local Government Code Chapter 171.
2. **ETHICS:** The bidder shall not offer any benefits, gifts, or enticements of any nature to any official, agent, or employee of Irion County.
3. **FUNDING:** Funds for payment have been provided through the Irion County budget approved by the Commissioners Court for this fiscal year only. Texas law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore anticipated orders or other obligation that may arise past the end of the current Irion County fiscal year shall be subject to budget approval.
4. **LATE BIDS:** Bids must be received by Irion County before the hour on the date specified. Bids received after that time will be disqualified and returned to the sender. Irion County is not responsible for tardiness or non-delivery of documents by mail or courier.
5. **DELIVERY:** All delivery and freight charges are to be included in the bid price. Additional charges including, but not limited to, fuel surcharges will not be allowed.
6. **BID AWARD:** Bids may be awarded on the lump sum basis.
7. **MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS:** A bidder must affirmatively demonstrate the bidder's responsibility by meeting the following requirements:
 - a. have adequate financial resources, or the ability to obtain such resources as required
 - b. be able to comply with the proposed delivery schedule
 - c. have a satisfactory record of performance
 - d. have a satisfactory record of integrity and ethics
8. The bidder shall provide with its bid all documentation required by the invitation to bid. Failure to comply may result in bid rejection. Bids must be signed by an authorized representative and show the full name and address of the bidder.
9. **ALTERING BIDS:** Bids cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the bidder or its agent.
10. **SALES TAX:** Irion County is exempt from Federal Excise Tax and State Sales Tax. A certification for this exemption is available upon request. Accordingly, tax should not be included in bid price or invoice.
11. **CONTRACT:** A contract may be awarded to the lowest and best bidder as established by state law. This bid shall constitute a contract between the successful bidder and Irion County. The contract shall be governed by these Terms and Conditions.
12. **CHANGE OF ORDERS:** No oral statement shall modify or otherwise change or affect the terms, conditions, or specifications stated in the contract resulting from this invitation to bid. All change orders to the contract will be made in writing to Irion County and approved by the Irion County Commissioners Court.
13. **ASSIGNMENT:** The successful bidder may not sell, assign, transfer or convey the resulting contract, in whole or in part, without the prior written consent of Irion County.
14. **TERM OF CONTRACT:** The contract arising from the invitation to bid shall remain in effect until it is

fulfilled by the delivery and acceptance of the products and the performance of the services specified in the invitation to bid.

15. TERMINATION FOR DEFAULT: In the event of a breach or default by the bidder, Irion County reserves the right to enforce the performance of this contract in any manner authorized by law or deemed in the best interest of the County. Irion County reserves the right to terminate the contract immediately in the event the bidder:

- a) Fails to meet schedules
- b) Defaults in the payment of any fees
- c) Otherwise fails to perform in accordance with these specifications

Breach of contract or default authorizes Irion County to award the contract to the next lowest and best bidder as deemed in the best interest of the County.

16. EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in accordance with the specification of the invitation. Irion County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the county.

17. ITEMS/WARRANTY: The design, strength and quality of materials must conform to the highest manufacturing standards. Items supplied under this contract are subject to the County's approval. The bidder warrants that all items and services conform to the specifications in the invitation to bid. The bidder further agrees that none of the warranties stated in the Texas Business and Commerce Code may be waived and that the items supplied under this contract shall be free from all defects in material, workmanship, and title. Any items found to be defective or not meeting specifications shall promptly be replaced by the successful bidder at no expense to the County. If a defective or non-conforming item is not retrieved by the bidder within one week after notification of its status as defective or non-conforming, the item will be deemed donated to the County. This will not relieve the bidder of its responsibility to provide a properly functioning replacement that conforms with the bid specifications.

18. REMEDIES: The successful bidder and Irion County agree that both parties have all rights, duties, and remedies allowed by state law.

19. VENUE: This agreement will be governed and construed according to the laws of the State of Texas and the venue shall be Irion County, Texas.

20. PATENTS/COPYRIGHTS: The successful bidder agrees to protect Irion County from claims involving infringement of patents and/or copyrights and will indemnify Irion County for such claims.

21. INVOICE: The successful bidder shall submit an invoice showing the bidder's name and address, or the name and address of the bidder's receiving department or delivery location.

22. PAYMENT: Payment will be made within 30 days upon acceptance of merchandise and satisfactory operation of equipment in accordance with the Texas Prompt Payment Act, Texas Government Code 2251.

23. SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detailed description of, or the apparent omission of, and item shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on that

basis.

THESE ARE GENERAL TERMS AND MAY BE SUPERSEDED BY MORE DETAILED SPECIFICATIONS

I _____,
(print name) (title)

have read and agreed to the terms and conditions set forth by Irion County.

Signed _____ Date _____

SPECIFICATIONS

| | | YES | NO |
|----|--|-----|----|
| | DESCRIPTION | | |
| 1 | NEW - UN-USED TRUCK TRACTOR DAY CAB - Glider - WHITE IN COLOR | | |
| | POWER TRAIN AND TRUCK CHASSIS | | |
| 1 | NEW - TRUCK TRACTOR CHASSIS CAB 52K GVWR -80K GCWR MINIMUM | | |
| 2 | 6 CYLINDER 12.7L DIESEL ENGINE 500 HP MINIMUM 98 EPA EMMISIONS | | |
| 3 | 10 SPEED OVER DRIVE TRANSMISSION MINIMUM | | |
| 4 | 12000 POUND FRONT AXLE MINIMUM | | |
| 5 | 40000 POUND REAR AXLES MINIMUM | | |
| 6 | DRIVER CONTROLLED LOCKING DUAL REAR AXLES (FULL LOCKERS) | | |
| 7 | 46000 POUND AIR RIDE SUSPENSION WITH DUMP VALVE MINIMUM | | |
| 8 | AIR TO OIL TRANSMISSION COOLER | | |
| 9 | 10" CHROME STEEL FRONT BUMPER | | |
| 10 | SERVICE BRAKES-AIR WITH ABS | | |
| 11 | 11/32X3-1/2X10-3/16 INCH STEEL FRAME | | |
| 12 | 120K PSI FRAME RAIL MINIMUM | | |
| 13 | 220 " WHEELBASE MINIMUM - 245" MAXIMUM | | |
| 14 | (2) 100 GALLON FUEL TANKS (1 LEFT AND 1 RIGHT)- 23" INCH DIAMETER MINIMUM | | |
| 15 | FUEL WATER SEPARATOR | | |
| 16 | KOMPENSATOR FIFTH WHEEL | | |
| 17 | 21" ALUMINUM DECK PLATE MINIMUM | | |
| 18 | FRONT TOW HOOKS | | |
| 19 | 11RX24.5 TIRES -(2) STEER - (8) DRIVE | | |
| 20 | ALUMINUM WHEELS QTY 10 | | |
| 21 | BACK UP ALARM | | |
| 22 | 15 FOOT COILED PRIMARY TRAILER ELECTRICAL CABLE WITH SAE J560 CONNECTOR AND AIR HOSE MINIMUM | | |
| 23 | 18 INCH DECK PLATE MINIMUM | | |
| 24 | AIR DRYER, HEATED MOUNTED INBOARD LEFT RAIL | | |
| 25 | REAR SUSPENSION SHOCK ABSORBERS - TWO AXLES (TANDEM) (AIR RIDE | | |
| 26 | TRW THP-60 POWER STEERING PUMP | | |
| 27 | 4 QUART SEE THROUGH POWER STEERING RESERVOIR MINIMUM | | |
| 28 | BATTERY SHUTOFF SWITCH | | |
| 29 | PULL CABLES ON AIR TANKS | | |
| 30 | 11 FOOT EXHAUST SYSTEM HEIGHT MINIMUM | | |
| 31 | CAB MOUNTED DUAL VERTICAL EXHAUST | | |
| 32 | DR 12V 22-SI QUADRAMOUNT PAD ALTERNATOR | | |
| 33 | (4) GRP 31 THREADED STUD BATTERIES | | |
| 34 | HORTON DRIVE MASTER COOLING FAN W/ DASH MOUNTED SWITCH AND INDICATOR LIGHT. | | |
| | CAB AND INTERIOR | | |
| 1 | CORROSION RESISTANT GALVANEAL STEEL CAB | | |
| 2 | ELECTRIC WINDOW REGULATORS AND DOOR LOCKS | | |
| 3 | 2 PIECE WINDSHIELD | | |
| 4 | EXTERIOR SUNVISOR | | |
| 5 | AIR RIDE CAB | | |
| 6 | DUAL WEST COAST STYLE MIRRORS / 102" WIDE / HEATED | | |
| 7 | BLACK FLOOR MATES WITH PREMIUM INSULATION | | |
| 8 | 5 POUND FIRE EXTINGUISHER | | |
| 9 | SAFETY REFLECTOR KIT | | |
| 10 | SEVERE DUTY HVAC SYSTEM | | |

| | | | | | |
|----|--|---|--|--|--|
| 11 | | LOW AIR PRESSURE LIGHT WITH AUDIBLE ALARM | | | |
| 12 | | INTAKE AIR RESTRICTION INDICATOR | | | |
| 13 | | 2" FUEL GAUGE MINIMUM | | | |
| 14 | | TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT | | | |
| 15 | | SPEEDOMETER - MPH - PRIMARY | | | |
| 16 | | TACHOMETER | | | |
| 17 | | AM/FM/WB RADIO | | | |
| 18 | | TINTED GLASS | | | |
| 19 | | AIR RIDE DRIVER SEAT WITH ARM REST | | | |
| 20 | | MODURA SEAT COVERS | | | |
| 21 | | REAR AXLE TEMPERATURE GAUGE | | | |
| 22 | | 20X36 INCH TINTED REAR WINDOW | | | |
| 23 | | 2 EXTRA ROCKER SWITCHES DASH MOUNTED | | | |
| 24 | | LED SPOT LIGHT OVER DRIVER SIDE DOOR | | | |
| 25 | | SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY | | | |
| 26 | | ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN | | | |
| 27 | | (2) FLUSH UTILITY LIGHTS MOUNTED BACK OF CAB/SLEEPER | | | |
| 29 | | CAB PAINTED WHITE IN COLOR WITH BLACK FRAME | | | |
| 30 | | TEXAS COMMERCIAL DOT INSPECTION | | | |
| | | | | | |
| | | RIGGING | | | |
| 1 | | VACUUM PUMP - CHALLENGER 607 (PREFERRED) RIGHT ANGLE MOUNT, PTO AND DRIVE SHAFT INSTALLED AS REQUIRED. (HOSES NEED NOT BE SUPPLIED) | | | |
| 2 | | ALUMINUM HEADACHE RACK WITH REAR WINDOW CUT OUT (JAIL BAR WINDOW). SPLIT UPPER CHAIN HOLDERS AND LOWER CHAIN TRAY | | | |
| 3 | | CAB CONTROL KIT AND SWITCHES NEEDED TO OPERATE TARP AND LOWER GATES ON BELLY DUMP TRAILER | | | |
| | | | | | |
| | | DELIVERY | | | |
| | | | | | |
| | | COMPLETED UNIT TO BE DELIVERED TO: | | | |
| | | IRION COUNTY COURTHOUSE IN MERTZON, TEXAS BY SEPTEMBER 15, 2019 | | | |
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FORMAL BID ON: NEW-UNUSED- TRUCK TRACTOR DAY CAB – GLIDER – WHITE

Please note: If Irion County offices are closed due to bad weather or an emergency, bids will be held and opened the following business day.

Scheduled Opening Date, Time: **August 20, 2019; 9:15 a.m. CST**

Anticipated Award Date: **August 20, 2019**

Opening Location: **Commissioners Courtroom, Irion county Courthouse, 209 N. Parkview, Mertzon, Tx. 76941**

INSTRUCTIONS TO BIDDERS

Bids are solicited for furnishing merchandise, supplies, services and/or equipment set forth above. Completed bid proposals **MUST** be in the hands of the Irion County Clerk, located on the first floor of the courthouse, no later than 8:30 a.m. on the opening date. Late bids will be returned to the bidder unopened.

In order to assure your bid is fairly considered it must be submitted in a properly sealed envelope, clearly marked on its outside with the words: "SEALED BID ON NEW-UNUSED-TRUCK TRACTOR DAY CAB-GLIDER" in addition to the bidder's company name. Bids marked otherwise may be opened by mistake.

It is extremely important that you return the **BID PAGE** of this form, with the appropriate information inserted in the spaces provided, so that your bid may be considered valid.

Bids may be withdrawn at any time prior to the official opening by the Irion County Commissioners Court. Irion County is exempt from Federal Excise and State Sales Tax. Therefore, tax must not be included in the bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered at the price(s) and upon the terms and conditions contained in the specifications and these

instruction. Processing for payment will commence only after delivery and formal acceptance of merchandise, and upon receipt of a proper invoice and any titles or other transfer of ownership certificates or documents, pending final approval by the Commissioners Court of Irion County.

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder, and that the content of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of the bid. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly or indirectly concerned in any pool or agreement or combination to control the price of supplies, services, or equipment bid on, or to influence any person to bid or not to bid thereon.

Having read and understood the instructions, terms, conditions, specifications, and invitation to bid, we submit the following bid:

Make, year, model of truck bid:

_____ GVWR: _____

Horsepower: _____ @ _____ rpm

Engine size & make: _____

Rear end make, model #: _____

Axle weight capacities: _____ lbs. front, _____ lbs. rear

Transmission make & model #: _____

Number of gears: _____ Low gear ratio: _____

Alternator Amperage: _____ Batteries amperage: _____

Any and all deviations from specifications (Attachments):

Nearest factory-authorized warranty, parts, and service:

Basic information on warranties, guarantees (attach details):

Gross Bid Price: \$ _____

Additional Cost of Extended Warranty, if any: \$ _____

If Irion County decides to purchase any extended warranty, we will add this figure to the total bid price.

Guaranteed Delivery Date: _____

In signing this bid page for this formal bid, the undersigned is obligated to all the instructions, terms, conditions, and specifications set forth in the pages of this document. The undersigned further agrees to provide the county any and all invoices it may require for pricing verification under this contract.

Bidder's Name and Address:

Signature: _____ **Date:** _____

Phone: _____

CERTIFICATION OF ELEGIBILITY

(This provision applies if the anticipated contract exceeds \$25,000)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder proposer will notify the Irion County Judge. Failure to do so may result in terminating this contract for default.

Authorized signature: _____
(Printed Name & Title)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the attached Questionnaire, Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity (Parker County). By law, Form CIQ must be filed with Parker County if the vendor or person submits an application, response to a request for proposals or bids, correspondence, or writing related to a potential agreement with Parker County. (please refer to Section 176.006, Texas Local Government Code at: www.capitol.state.tx.us/statues/docs/LG/content/htm/lq.005.00.000176.00htm#176.006.00 or contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506 for more detail).

IMPORTANT: A VENDOR OR PERSON COMMITS AN OFFENSE IF HE OR SHE FAILS TO FILE FORM CIQ IN ACCORDANCE WITH SECTION 176.006, LOCAL GOVERNEMENT CODE. AN OFFENSE UNDER THIS SECTION IS A CLASS C MISDEMEANOR.

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) |
| | 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 | | | | | | | | | | | | | | | | | | | | |
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| OR | | | | | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | | | | | |
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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 on page 3.

| | | |
|------------------|----------------------------------|--------------|
| Sign Here | Signature of U.S. person ▶ _____ | Date ▶ _____ |
|------------------|----------------------------------|--------------|

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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.