



IFB 2016-052

**HERBICIDE TREATMENT OF
ROADSIDE RIGHT-OF-WAY AND
ENCROACHMENTS**

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, sealed bids will be received by the Purchasing Agent, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071, until **2:00 P.M., Thursday, January 21, 2016**, for bids on **IFB Herbicide Treatment of Roadside Right-of-Way and Encroachments**. Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. Bidders may secure copies of the Invitation for Bid Documents at <https://collincountytexas.com/procurement>. Bidders should use unit pricing. Sealed bids will be opened on **Thursday, January 21, 2016 at 2:00 P.M.** by the Purchasing Agent, Collin County Administration Building, Purchasing Department, 2300 Bloomdale Road, Suite 3160, McKinney, TX 75071. The Commissioners' Court reserves the right to reject any and all bids.

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ATTENTION: CLASSIFIEDS
BILL TO: ACCOUNT NO 06100315-00
COMMISSIONERS' COURT

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, January 7, 2016** and **Thursday, January 14, 2016**. A copy of this notice and the publishers' affidavit must accompany the invoice when presented for payment.

NEWSPAPER: Plano Courier
DATE: January 4, 2016
FAX: 972-529-1684

Collin County, Texas

Bid Information

Bid Owner Carol Magers Buyer II
Email cmagers@co.collin.tx.us
Phone (972) 548-4119
Fax (972) 548-4694

Bid Number 2016-052
Title Herbicide Treatment of Roadside
Right-of-Way and Encroachments
Bid Type IFB
Issue Date 01/05/2016
Close Date 1/21/2016 2:00:00 PM Central

Contact Information

Address 2300 Bloomdale Rd.
Ste. 3160
McKinney, TX 75071
Contact Carol Magers Buyer II
Department Purchasing
Building Admin. Building
Floor/Room Ste.3160
Telephone (972) 548-4119
Fax (972) 548-4694
Email cmagers@co.collin.tx.us

Ship to Information

Address 700A Wilmeth Rd.
McKinney, TX 75069
Contact
Department Public Works
Building Service Center
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____
Signature _____

Supplier Notes

Date ____ / ____ / ____

Bid Notes

Bid Activities

Date	Name	Description
1/7/2016 2:00:00 AM	Intent to Bid	Do you intend to submit a bid on this IFB?

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Legal Notice.doc	Legal Notice
Header	General_Instructions_Bid.docx	General Terms of Contract
Header	Terms_of_Contract_Bid.docx	Terms of Contract
Header	Section_4.0_Specifications.doc	Specifications
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	W9_2014.pdf	W-9

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Exceptions	Do you take exceptions to the bid specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
2	Insurance	I understand that the insurance requirements in section 3.0 of this Quote/IFB/RFP are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.	_____ (Required)
3	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".	_____ (Required)
4	Reference No. 1	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	_____ (Required)
5	Reference No. 2	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	_____ (Required)
6	Reference No. 3	List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.	_____ (Required)
7	Cooperative Contracts	As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions? Valid Responses: [Please Select], Yes, No	_____ (Required)

8 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). _____ (Required)

1. Is your principal place of business in the State of Texas?

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

9 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. _____ (Required)

Please initial.

10 Immigration and Reform Act

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. _____ (Required)

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

Please initial.

11 Disclosure of Certain Relationships

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. _____ (Required)

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

- 12 Disclosure of Interested Parties
- Section 2252.908 of the Texas Government Code requires _____ (Required)
- a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.
- Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
- Please initial.
- 13 Bidder Survey
- In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. _____ (Required)
- We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.
- How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website
- 14 Bidder Acknowledgement
- Bidder acknowledges, understands the specifications, any _____ (Required)
- and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.
- Please initial.
- 15 Equipment
- Bidder shall submit a listing of all equipment/vehicles in _____ (Required)
- their inventory that will be used in the performance of this contract and denote which equipment is leased or owned.

Line Items

#	Qty	UOM	Description	Response
1	1	acre	Please state your cost for spraying per acre in accordance with all specifications.	\$_____

Manufacturer: Manufacturer #:

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

1.1 If Bidder does not wish to submit an offer at this time, please submit a No Bid.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses ionWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation For Bid (IFB), and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's may be submitted in electronic format via Collin County eBid.

1.9 All Invitation For Bids (IFB) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation for Bids (IFB) submitted in hard copy paper form. IFB's received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **Collin County eBid** <https://collincountytx.ionwave.net/>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these exceptions in the section provided in the IFB or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an IFB.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid price. All components required to render the item complete, installed and operational shall be included in the total bid price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County Homeland Security prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder 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 will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or “lockdown”; and (7) subjected to a search of your person or property. While the Collin County Sheriff’s Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in all insurance coverages.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.5 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

3.6 Pesticide and Herbicide Endorsement: Contractor shall endorse their General Liability policy with a Pesticide or Herbicide Applicator Coverage Endorsement, CG 22 64 07 98.

4.0 SPECIAL CONDITIONS AND SCOPE OF SERVICES

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Herbicide Treatment, Roadside Right-of-Ways and Encroachments.

4.2. Intent of Request for Bid: Collin County's intent of this Invitation for Bid and resulting contract is to provide bidders with sufficient information to prepare a bid for spraying of roadside right-of-ways and encroachments within unincorporated areas of Collin County.

4.3 Term: Provide for a multi-year contract commencing on March 1, 2016 and continue through February 28, 2017. The contract shall be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewal exceed four (4) years.

4.3.1 Transitional Period: Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.5 Price Reduction: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Collin County.

4.6 Price Redetermination: A price redetermination may be considered by Collin County only at the twelve (12) month, twenty-four (24) month, thirty-six (36) month, and forty-eight (48) month anniversary date of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc.. The bidder's past experience of honoring contracts at the contract price will be an important consideration in the evaluation of the lowest and best offer. Collin County reserves the right to accept or reject any or all of the price redetermination as it deems to be in the best interest of the County.

4.7 Approximate Usage: Collin County anticipates spraying approximately 1,474 acres. This was calculated as 760 miles x 2 lanes x 8' width spraying.

4.8 Testing: Testing may be performed at the request of Collin County, by an agent so designated, without expense to Collin County. The County reserves the right to request the services of the Texas Department of Agriculture, at any time, to check and verify the requirements of the herbicides being used.

4.9 Samples/Demos: When requested, samples/demos shall be furnished free of expense to Collin County.

4.10 Contact person: Before beginning work, vendor shall submit a listing of contact information of company representatives available to respond to service and inspection requests from the County and to answer questions and/or take possible complaints from residents of Collin County. The vendor shall have on call/available twenty-four (24) hours per day at least one company representative.

4.11 License Requirements: The vendor shall hold all permits, licenses, and certifications required to do the Work under this Contract, and all such permits, licenses, and certifications shall be current. Vendor shall provide copies of such to Collin County before beginning work. The herbicide shall be applied under the supervision of a Certified Commercial Applicator, properly licensed by the Texas Department of Agriculture. All chemical spraying shall be done by individual (s) with a valid, current commercial applicators license.

4.12 SCOPE OF WORK:

4.12.1 The scope of work included in this bid consists of herbicide treatment of road surfaces and roadside right-of-ways within the unincorporated areas of Collin County, Texas.

4.12.2 Work within the scope of this bid includes but is not limited to the herbicide treatment of approximately 1,474 acres within the County borders that require encroachment spraying. This is calculated as 760 miles x 2 lanes x 8' width spraying. The County will have several no spray zones and project areas that would not be sprayed and will be determined upon release of the purchase order.

4.12.3 Asphalt Roadside Management consists of a minimum of ninety-six (96) inches divided into two (2) sections; encroachment vegetation treatment and roadside right-of-ways.

4.12.3.1 Encroachment vegetation treatment requires a a maximum spray width of twenty-four (24) inches of a NON-SELECTIVE chemical to effectively kill ALL vegetation. Pavement Encroachment Treatments are defined as any vegetation that is growing through an asphalt or concrete road surface. Treatment of pavement vegetation encroachments shall require a total kill of all

vegetation encroaching (growing) through, on, within, or up through road pavement surfaces.

4.12.3.2 Right-of-Way Treatment is defined as the treatment of vegetation from the road shoulder to a point not to exceed seventy-two (72) inches in width or to existing roadway fences not to exceed a distance of seventy-two (72) inches from the road shoulder. Vegetation is described as weeds, undesirable grasses (except Bermuda grass), fines, brush and small trees.

4.12.4 Herbicides used in the treatment of roadside vegetation, are required to effectively kill and/or manage all required vegetation, ***except Bermuda grass.***

4.12.4.1 Basal Treatment – as required, the total elimination of trees and or brush shall be applied only as directed by Collin County representative.

4.12.4.2 Tree Limb and Brush Treatment – as required, the application of herbicides shall be applied to trees and brush to retard growth (not kill or eliminate trees or brush) only when directed by Collin County representative.

4.12.4.3 Drainage Ditch or Stream Bed Treatment – consists of treating vegetation of trees or brush located in drainage ditches or stream beds adjacent to county roads with a SELECTIVE chemical to preserve Bermuda grass.

4.12.5 Both NON-SELECTIVE (chemical to effectively kill ALL vegetation) and SELECTIVE (chemical preserving the Bermuda grass) chemicals shall have a mixture to include drift retardant agent.

4.12.6 Before commencing work, the vendor shall be required to advise Collin County, in writing, of the herbicides he proposes to use in the treatment of all types of vegetation and shall not proceed with any work until such time as he has received written notice to proceed from Collin County. Collin County shall have final approval on the use of herbicides or other chemicals proposed by the bidder. Vegetation is defined as weeds, grass (***excepting Bermuda***), vines, brush and trees. The herbicides used in treatment of roadside vegetation shall be herbicides that will effectively kill all and/or manage all required vegetation, ***except Bermuda grass.*** Any crops, cropland, orchards, or Bermuda grass, etc., that is killed or permanently damaged shall be replanted, by the bidder, and growth will be assured. Replanting shall be done at no additional cost to Collin County.

4.13 Waste Materials: All refuse and waste material shall be disposed of by the vendor at a location other than the county or third-party's property, at the vendor's expense. The vendor shall immediately clean up any spilled material from roads.

4.14 Spills: Any spills shall be handled following Safe Industry Standards.

4.15 Traffic Control: The road shall be kept open to traffic at all times. Equipment shall be parked off of the pavement when mixing chemical or loading materials. The vendor shall be responsible for providing traffic control during this project consistent with the provisions set forth in the "Texas Manual on Uniform Traffic Control Devices", Version 2011, Revision II 2014 issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways," codified as Transportation Code 544.001.

4.16 Equipment Requirements: For evaluation purposes, bidder shall submit a listing of all equipment/vehicles in their inventory (to be used in the performance of this contract, and denote whether or not equipment is owned or leased by the bidder (See Attribute No.4). **Failure to include equipment listing with bid submittal may result in rejection of bid.** All equipment proposed for use for herbicide application must be inspected and licensed by the Texas Department of Agriculture and shall comply with all applicable State, Federal and OSHA Regulations. All equipment submitted for use on this project shall be maintained in satisfactory working condition to guard against injury to the grounds, county property, third-party property, persons or animals. Bidder's equipment that operates from public roads shall have a permanent flashing rotating amber caution light mounted to the top of each piece of equipment along with an arrow board.

Vendor shall have the capability of being able to calculate the total acreage sprayed on a daily basis. Vendor shall demonstrate such capability to the Public Works Representative in order to determine that the method is able to perform in the manner the County desires.

4.17 Complaints: Complaints from residents resulting from work done under this contract shall be received and recorded by the County. The complaints shall be forwarded to the vendor and the vendor shall initiate contact with the person(s) registering the complaint within twenty-four (24) hours following notification. When required vendor shall take the necessary actions to investigate the complaint and document all findings. If, in fact, a liability situation does exist, every effort shall be taken to insure that the claim is settled as expeditiously as possible. Collin County shall be kept informed as to the disposition of all complaints.

The vendor shall be responsible for any property damage caused by the use of chemicals, vehicles, or other equipment while performing this contract.

4.18 Additional work: All work added or deleted shall be specified by location and approximate acreage. A designated representative of the County and the vendor shall measure areas to be added or deleted to determine the exact acreage/mileage. Such measurements shall be documented and signed by both representatives.

4.19 Records: Records of herbicide application shall be maintained by the vendor in compliance with Texas law. The following records shall be maintained by the vendor for a period of two (2) years and shall be delivered to Collin County upon request:

- 4.19.1 Date and time of day each application started
- 4.19.2 Name of the person for whom the application was made (i.e. Collin County)
- 4.19.3 Location of the right-of-way where the application was made, stated in a manner that will permit inspection by authorized parties
- 4.19.4 The herbicide applied, including:
 - 4.19.4.1 Product name
 - 4.19.4.2 Product's EPA registration number
 - 4.19.4.3 Application rate
 - 4.19.4.4 Total volume of spray mix, dust, granules or other materials applied per unit
- 4.19.5 Total acres or other measure of area treated
- 4.19.6 Wind direction, velocity and air temperature on date of each application
- 4.19.7 Name and department license number of the applicant
- 4.19.8 Any and all records required by the Texas Department of Agriculture

4.20 Inspection of Work: The designated Collin County representative and vendor shall jointly inspect all areas treated and the vendor approximately twenty-one to thirty days following completion of stated treatment cycle. It shall be determined if killing of vegetation, excepting Bermuda grass, has been effective. In the event, the killing of vegetation is not satisfactory; vendor shall, at no expense to the County, re-treat areas.

- 4.20.1 Inspection findings shall be documented and signed by both the vendor and Collin County and will be utilized to support requests for payment by the bidder for satisfactory completion of services. Copies of the signed inspection sheets shall be attached to the request for payment.
- 4.20.2 Payment for the work specified herein shall be made on the pertinent Purchase Order, after completion and acceptance of required paperwork, at the unit prices specified in the pricing schedule. All signed paperwork shall be attached to the Purchase

Order upon which payment is being requested. (Reference Section 4.19). **Invoices shall be fully documented and shall reference the Collin County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

4.20.3 The vendor shall comply with all herbicide application requirements as set forth by the Texas Structural Pest Control Board, the Texas Department of Agriculture, the Federal Environmental Protection Agency and the manufacturer's label. If the chemical mix being used is suspect, the County reserves the right to use the Texas Department of Agriculture as an agent to verify requirements of chemicals being mixed. All herbicides shall be mixed and applied in strict accordance with the manufacturer's E.P.A. Registered Label. Failure to comply with these specifications may be grounds for Collin County to suspend operations.

4.20.4 If at any time the vegetation is not totally killed after a treatment, follow-up treatment(s) shall be applied as required to achieve a total "kill" of all cattails and willow trees in ditch bottoms. Follow up treatments for vegetation other than willow trees and cattails will also be done at no expense to the County.

4.20.5 Follow-up inspections shall be made of areas requiring spot treatments no later than thirty (30) days following treatment to determine effectiveness for payment.

4.21 Schedule of work: All areas defined in "Roadside Right of Ways and Encroachments" shall receive a minimum of two (2) herbicide spray treatments during each growing season as follows:

4.21.1 First treatment of all areas defined in Scope of Work shall start within ten (10) calendar days of written notice to proceed; generally mid-March to mid-May. First treatment shall be completed within thirty-six (36) calendar days of notice to proceed.

4.21.2 Second treatment shall start eleven (11) to thirteen (13) weeks, Mid-August to Mid-September, depending on rainfall, after completion of first treatment. Second treatment shall be completed within thirty-six (36) calendar days of notice to proceed.

In lieu of detailed routes and time/date schedules for treatment, the Vendor shall work with Collin County to coordinate and develop a schedule that is mutually agreeable or acceptable for both parties.

4.22 Guarantee: Vendor shall guarantee 100% herbicide coverage and 100% kill rate of all grasses and weeds encroaching through asphalt roads. Any and all costs associated with the required re-application of herbicides shall be the responsibility of the vendor.

4.23 Product & Application Rates: Application of herbicides shall be completed between March 1st and February 28th of the following year. The type of herbicide to be used shall be Round Up or Collin County approved equal at a rate of a minimum of 160 ounces per acre.

4.24 Vendor Responsibilities:

4.24.1 Vendor shall be responsible for handling all public inquiries or complaints as stated in Section 4.17.

4.24.1 All equipment shall be maintained in satisfactory working condition to guard against injury to the ground, county property, third-party property, persons, and/or animals. Collin County reserves the right to stop work if equipment is determined to not be in satisfactory condition.

4.24.2 Vendor shall be responsible for repairs or replacement of all desirable trees, shrubs, and plants destroyed by vendor's employees, chemicals, and equipment during performance of work.

4.25 License, Registrations & Regulations:

4.25.1 Bidder shall submit with their bid, copies of valid, current Texas Department of Agriculture license and license number required for this type of project.

4.25.2 All work included in this contract shall be the sole responsibility of the vendor and shall not be sub-contracted without approval of the County Representative. All chemical spraying shall be done by persons with a valid, current commercial applicator's license. All foremen and workers shall have sufficient skill, proper license, and experience to perform work in an acceptable manner.

4.25.3 Herbicides shall be applied in compliance with Texas herbicide regulations. Particular attention shall be given to outlet pressure of herbicide equipment, application rates on the product label and wind velocity restrictions.

4.26 EXCLUSIONS:

4.26.1 City and Municipalities-limits can and will change. As such, it is the vendor's responsibility to contact the County's representative for current/updated city limit changes.

4.26.2 Designated Non-spray areas-Public Works Road and Bridge Department maintains records and map(s) of areas where the application of herbicides is prohibited.

4.26.3 Roadside right-of-ways areas that are extensions of maintained/manicured lawns that are mowed, maintained, etc. to the road shoulder.

4.26.4 Recorded/platted subdivisions are not included within the scope of right-of-way treatment in this section.

4.27 Subcontractors: It is preferred by Collin County that vendor perform all work himself. However, should there be a need for vendor to utilize subcontractors, Vendor shall provide the Collin County Representative the names of all subcontractors and the type of work they will be performing. (See Attribute No. 3)

No Vendor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor provided and approved by Collin County without approval in writing.

The successful Vendor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Vendor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

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.

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 of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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: ☐ Individual/sole proprietor or single-member LLC ☐ 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. ☐ 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) _____ (Applies to accounts maintained outside the U.S.)
	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 <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	Social security number [][][] - [][] - [][][][][] or Employer identification number [][] - [][][][][][][][]
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	Signature of U.S. person ▶ Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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