### INVITATION FOR BID

**ISSUED BY THE CITY OF CREEDMOOR, TEXAS**

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| **Solicitation No.:** | **240320** |
| **Project Title:** | **Electrical for Maintenance Shop** |
| **Bid Due Date:** | **April 3rd, 2024** |
| **Due Prior to:** | **3:00 P.M. Local Time** |

This solicitation is comprised of the following sections. Please read each section including those incorporated by reference. By signing this document, you agree to be bound by all terms and conditions.

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1. **Standard Term and Conditions**

By submission of a bid/offer to this Invitation. Vendor/Contractor agrees to the City of Creedmoor's Standard Terms and Conditions with the same force and effect as if they were incorporated in full text. The "Standard Terms and Conditions" is available on the City website under the Documents tab. Additionally, the City of Creedmoor uses International Building Codes of 2018.

#### Instructions to Bidders

1. The City of Creedmoor, hereafter referred to as "City", is requesting bids for furnishing all labor, materials, equipment, supervision, and incidentals, and for performing all work required and stated herein. The bidder is cautioned to refer to Section 4, Scope of Work/Specifications, for further details.
2. **BID SUBMITTAL:** Submit one (1) original signed and sealed bid on the Bid Form, Section 5, of this Solicitation to the Office of the City of Creedmoor located at 5008 Hartung Lane, Creedmoor Texas 78610, by the date and time specified herein. The City will not accept bids after the submittal deadline.

Bids may be mailed or dropped off in-person in the office prior to the submittal deadline.

It is the sole responsibility of the Bidder to ensure that its bid reaches the Office at the City of Creedmoor. Therefore, if a bid is delivered by an express mail carrier or by any other means, it is the Bidder's responsibility to ensure delivery. The City is not responsible for deliveries made to any place other than the City office. The City is under no obligation to return bids.

Bids and bid addenda will be enclosed in sealed envelopes and submitted to the City Office. The name and address of the Bidder, date of the bid opening and the bid name will be shown on the outside of the envelope. The Bidder will attach the label provided at the end of this solicitation on the outermost sealed envelope. Bids will be submitted on the forms provided in these bid documents. If not submitted on the forms provided, the bid will be rejected.

Revised bids must be received before the bid submission deadline. Revised bids must bear the original signature of the Bidder or the Bidder's authorized representative. Revised bids in fax and email form are unacceptable.

Bids will be opened and read aloud in the Conference Room, at the City of Creedmoor Community Center,

1. **BID FORM:** Bidder must submit a price for each item in the Bid Form. In case of conflict between unit prices and extensions, unit prices shall govern. In case of a difference in written words and figures in the bid, the amount stated in written words will govern. Unit Price Bids shall include prorata share of overhead for each bid item so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid, together with any lump sum amounts contained in your bid, represents your total bid. All such work and materials must be furnished at no added cost to the City.
2. **ADDITIONAL INFORMATION:** Inquiries regarding this solicitation will be in written form only to the following Point of Contact, and must be received by 5:00 PM Local Time, ten (10) calendar days prior to the bid due date. Inquiries will be emailed to the Point of Contact, and they must include the Inquirer's name, address, and telephone number.

CITY POINT OF CONT ACT:

Claude Pogue City Maintenance Director Cpogue(a.cityofcreedmoortx.gov Maria Tidwell City Administrator Administrator@cityofcreedmoorLx.gov

1. **ADDENDA:** Any changes resulting from the questions submitted affecting specifications, the scope of work, or which may require an extension to the bid due date will be reduced to writing in the form of an addendum to this solicitation. It is the Bidder's responsibility to check the City's website to determine if the City has issued any addenda. The City will consider all inquiries received at least ten (10) calendar days prior to the bid opening date. Any clarification or interpretation will be included in an addendum to the Contract Documents and will be posted to [www.cityofcreedmoortx.gov/](http://www.cityofcreedmoortx.gov/) seven (7) business days before the bid opening date.
2. **EXPERIENCE:** By submission of this bid, the Bidder certifies that it has a stipulated minimum experience for the scope of work, or services set forth herein. The bidder must submit with its bid the attached Vendor References and Qualifications form (Attachment "A").
3. **REFERENCES AND QUALIFICATIONS:** On Attachment "A", the Bidder will provide references of three (3) municipalities or other publicly owned departments; or if none are available, provide references for commercial customers, with which the Bidder is presently contracting or has contracted with in the past three (3) years. References should demonstrate experience comparable to the size, scope, complexity, and scale of this solicitation. The City may utilize other sources of reference to determine a vendor's performance history. A single negative reference, in the Cities sole discretion, may be cause for disqualification of a vendor. The vendor will not use the City as a reference.

#### VENDOR INFORMATION QUESTIONNAIRE AND ASSURANCES: Bidder will

submit Attachment "B", Vendor Information Questionnaire and Assurances, with its bid to be considered responsive.

### W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM: A

valid federal tax identification number will be provided to the City following notification of contract award. If the Bidder fails to provide this form (Attachment "C"), the City will award to the second lowest responsive, responsible Bidder.

1. **PREPARATION OF BIDS:** Bidders will prepare bids in accordance with the following:
	1. All information required by the bid documents will be furnished.
	2. Unit prices will be shown when called for on the bid sheet, and where there is a conflict between the unit price and total price, the unit price will govern.
	3. Alternate bids will not be considered unless expressly authorized by the bid documents.
	4. The City is exempt from payment of State and Local sales, excise and use taxes under section 151.309 of the Texas Tax Code.
	5. By submitting a bid, each Bidder certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.
2. **LATE BIDS OR AMENDMENTS:** Bids and amendments received after the time set for the bid opening will not be considered.
3. **REJECTION OF BIDS:** The City reserves the right to reject any bids, and to waive all informalities and irregularities in bids, whenever the City deems the rejection or waiver to be in its best interest. Other causes for the City to disqualify a Bidder or reject its bid include:
4. The bid has any omission, alteration of form, addition, or condition not called for, or unreasonable or unbalanced unit bid prices.
5. The bid is incomplete or is not accompanied by an acceptable bid guarantee, if required.
6. More than one (1) bid is submitted by the Bidder.
7. There is evidence of collusion among Bidders.
8. There is evidence of unsatisfactory performance, default, or litigation with an owner by the Bidder under a previous contract, either with the City or with another owner.
9. There is evidence that the Bidder is behind schedule, in arrears in payment to an employee, subcontractor, or material supplier, in default, or in litigation with an owner under an existing contract.
10. The Bidder is not responsible due to evidence that the Bidder does not have sufficient qualifications (including without limitation, lack of experience, poor safety record, insufficient personnel, equipment, financial resources, or other attribute) to assure the satisfactory completion of the Project.
11. The Bidder has been convicted of a criminal offense committed in the United States involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official if the conviction occurred within three (3) years immediately preceding either the date of submission of your bid, the submission of your Statement of Bidder's Qualifications, or the advertised contract award date.
12. The Bidder does not meet the minimum experience qualifications established in the solicitation.
13. The Bidder is debarred, suspended, or otherwise excluded from or ineligible for participation on federal assistance programs.
14. Unbalanced Unit Price Bid: "Unbalanced Bid" means a bid, which includes a bid that is based on unit prices which are significantly less than the cost for some Bid items and significantly more than cost for others. This may be evidenced by submission of unit price bid items where the costs are significantly higher/lower than the cost of the same bid items submitted by other Bidders on the project.
	1. The Bidder or principals are currently debarred or suspended by Federal, State, or Other governmental agencies. (Applicable for bid amounts equal to or in excess of $25,000.00).
15. The Bidder is identified on a list maintained by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization, unless otherwise exempted from sanctions by the United States government.
16. The Bidder failed to sign and submit a completed Vendor Information Questionnaire and Assurances form.
17. **ACCEPTANCE OF BID:** Upon acceptance of a bid by City Council, if over $50,000, and issuance of a Contract Award by the City, the successful Bidder will deliver the goods and services as specified at the stated prices, within the time specified, and in accordance with all provisions of the bid documents.
18. **BIDDER RESPONSIBILITY:** The Bidder is responsible for its own measurements and its familiarization with the services required, prior to submission of a bid. During the site visit the Bidder may request the PDF Copies of the Plans/Blueprints from the City Office. The Bidder is expected to have become familiar with, and taken into consideration, site conditions which may affect the work. A plea of ignorance of conditions that may exist, or may hereafter exist, on the site of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations, will not be accepted as an excuse for any failure, or omission on the part of the successful Bidder to fulfill all the requirements and to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever.

**0. TECHNICAL REPRESENTATIVES:** Any advice, approvals, or instructions given by the City's staff, technical personnel or other representatives to any Bidder are expressions of opinion only and do not alter or amend the bid documents unless included in an addendum.

1. **PROTEST PROCEDURES:** The purpose of the protest procedures is to protect the public interest in the purchasing process. This section is intended to give a Bidder, Proposer, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of a contract the opportunity to protest. The City's objective is to resolve protests as soon as practical.

Any protest or complaint made to the City's consideration must be submitted in writing and received by the City Administrator no later than 5 :00 PM on the fifth (5th) calendar day after the City notifies the Bidder or Proposer: 1) that it is deemed non-responsive; 2) that it is deemed not responsible; 3) the name of the apparent winning Bidder; or 4) the City's intent to award a contract. If the protest or complaint does not contain the following information, it may be dismissed by the City Administrator:

* + Protestor's name, address, telephone number, and email address.
	+ The solicitation number;
	+ Identification of the statute or policy that is alleged to have been violated;
	+ A precise statement of the relevant facts;
	+ Identification of the issues to be resolved; and
	+ Supporting documentation.

The protest must be concise and presented logically and factually to help with the City's review and determination as to whether the grounds for the protest are sufficient. The City Administrator will notify the protesting party that the protest has been received and make every effort to resolve the protest before the contract award.

If it is determined that the grounds for the protest are insufficient and no violation of a statute or policy has occurred, the City Administrator will provide a written decision to the protesting party setting forth the reasons for the determination.

If, after conferring with the City Attorney's Office, it is decided that the grounds for the protest are sufficient and it is determined that a violation of a statute or policy has occurred, the City Administrator will inform the protesting party by letter setting forth the reasons for the determination and the remedial action that will be taken.

When a protest is filed, the City will not make an award until a decision on the protest is made except, as determined by the City Administrator, when a delay would jeopardize urgently needed goods or services, or a delay in making an award will unduly delay delivery or performance of urgently needed services.

1. **DISCOUNTS:** Prompt payment discounts will not be considered in determining low bids and making awards.
2. **NON-DISCRIMINATION:** It is the City's policy that regarding any contract entered into pursuant to this solicitation, historically underutilized businesses ("HUB's) will be afforded equal opportunities to submit bids in response to this solicitation and will not be discriminated against on the grounds of race, color, sex, religion, national origin, age, or disability in consideration for an award. The Bidder warrants that it does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability, or economic condition and as an EEO employer, the Bidder prohibits retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.
3. **INSURANCE AND LIABILITY:** During the period of the resulting contract, the Contractor will maintain, at its expense, insurance with limits not less than those prescribed below. Insurance underwriters will be acceptable to the City. With respect to required insurance, the Contractor will:
4. Name the City of Creedmoor, 5008 Hartung Lane, Creedmoor Texas 78610 as additional insured.
5. Provide the City with thirty (30) days' written notice to the Certificate Holder prior to cancellation or material change of any insurance referred to in the certificate.
	1. Failure of Certificate Holder to demand a certificate or other evidence of full compliance with these insurance requirements or failure of Certificate Holder to identify a deficiency from evidence that is provided will not be construed as a waiver of Insured's obligation to maintain such insurance.
6. Provide the City of Creedmoor, 5008 Hartung Lane Creedmoor, Texas 78610, a Certificate of Insurance evidencing required coverage before execution of contract.
7. Submit a Certificate of Insurance reflecting coverage as follows:

**Business automobile liability** insurance with minimum limits of liability for bodily injury and property damage combined of not less than $1,000,000 per occurrence.

Contractor will maintain a standard ISO version of Business automobile liability insurance or its equivalent providing coverage for all owned, non-owned and hired automobiles.

**Commercial General Liability Insurance:** Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than $1,000,000 combined single limit, per occurrence, and $2,000,000 aggregate. City named as an additional insured.

**Umbrella Form Excess Liability** with minimum limits of $5,000,000. Umbrella coverage must follow form with the primary coverage. This coverage typically sits above the underlying General Liability, Automobile Liability and Professional Liability policies. Depending upon the scope and work to be performed in the proposed agreement, this policy may be required in order for the vendor to be able to meet the minimum insurance requirements.

**Workers' compensation** insurance in accordance with and as required by the Workers' Compensation Act of the State of Texas in amounts sufficient to satisfy statutory requirements or $500,000.00/$500,000.00 for Employer's Liability.

*Certificate of coverage or certificate* means a copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC- 82, TWCC-83, orTWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

1. **CERTIFICATE OF INTERESTED PARTIES:** A Bidder that will be awarded a contract that is greater than $50,000 is required to electronically create a Certificate of Interested Parties Form 1295 through the Texas Ethics Commission ("TEC") website ([https://www.ethics.state.tx.us/File/)](http://www.ethics.state.tx.us/File/%29) submit a signed copy of the form to the City prior to the award of the contract. A contract, including a City issued purchase order, will not be enforceable

or legally binding until the City receives and acknowledges receipt of the properly completed Form 1295 from the vendor.

### PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL.

Section 2271, Texas Government Code prohibits the City from contracting with companies that boycott Israel. By submission of the HB89 Verification form, the Bidder certifies that it is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.

Failure to meet or maintain the requirements under this provision will be considered a material breach.

#### PROHIBITION ON CONTRACTS WITH COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS. Section 2271, Texas

Government Code restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. The Bidder certifies that it does not do business with Iran, Sudan, or a foreign terrorist organization. Failure to maintain the requirements under this provision will be considered a material breach.

### PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED

**COMPANIES.** Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a "designated country", or headquartered in China, Iran, North Korea,

Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.

#### PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES. Section 2274 of the Texas

Government Code (SB19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than $100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

### PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN

**ENERGY COMPANIES.** Section 2274 of the Texas Government Code (SB 13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the

term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than $100,000.) Failure to maintain the requirements under this provision will be considered a material breach.

1. **PRICE ESCALATION:** A request for price adjustment must be made in writing by the Contractor prior to the annual renewal date. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the City.
2. **CHANGES:** In no event will the net amount of all change orders increase the Contract Price by more than twenty-five percent (25%). The net amount of all change orders will not decrease the Contract Price by more than twenty-five percent (25%) without the Contractor's consent to the decrease.
3. **LOBBYING:** A Bidder is prohibited from directly or indirectly communicating with City Council members or City staff regarding their Bid or qualifications or any other matter related to the eventual award of a contract for the services requested in this Solicitation. Any violation will result in immediate rejection from the solicitation process.

**End Section**

### SUPPLEMENTAL TERMS AND CONDITIONS

1. **TIME IS OF THE ESSENCE:** City will process Bids expeditiously. Following the contract award by City Council (if $50,000 or higher), the City will notify the awarded Bidder and request the required contract documents to be due by a stipulated date.

Following acceptance of all required contract documents, the City will transmit a copy of the Contract Award or Agreement for signature and return. The City will distribute an executed copy of the Contract Documents (Project Manual) to the Vendor/Contractor.

The executed Contract Award or Agreement form attached to the bid documents, including the bid sheet of the successful Bidder, results in a binding contract without the necessity for further action by either party.

1. **METHOD OF AWARD:** The City reserves the option to award a primary and a secondary contract to bidders who offer the most advantageous and lowest bid to the City. The intent is that the City will purchase from the primary contractor. In the event that it is necessary, the City will utilize the secondary contractor for services that the primary contractor is unable to provide in a timely/reasonable manner.
2. **FACTORS TO AWARD:** The City reserves the right to award a contract to a Bidder on the basis of total lowest cost per line item which provides the best value to the City. The City reserves the right to reject all bids. The Bidder will provide a price on items 1 through 4 of the Bid Form, Section 5 to be considered responsive. The following criteria will be utilized in the evaluation of the bid:
	1. Lowest total cost;
	2. Responsibility of the bidder; and
	3. Responsiveness of the bidder.
3. **RIGHT TO ASSURANCE:** Whenever one party to this contract, in good faith, has reason to question the other party's intent to perform, the former may demand that the other party give written assurance of intent to perform. In the event that a demand is made, and no such assurance is received within five (5) working days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

#### DELEGATION, SUBCONTRACTS, ASSIGNMENT, AND SET-OFF: The

Vendor/Contractor will not, without written consent of the City, make any contract with any other entity for furnishing any of the completed or substantially completed goods covered by this contract or assign its obligations under this contract. The City may set-off against the amount payable to any person under this contract any claim or charge it may have against the Vendor/Contractor.

1. **CHANGE OF NAME:** The Vendor/Contractor is responsible for the performance of this contract. In the event the Vendor/Contractor changes its name, the City must be notified in writing immediately. No change in the obligation of the Vendor/Contractor will be recognized until such change is approved by the City Administrator.
2. **INSPECTION AND ACCEPTANCE:** The City will inspect and accept deliveries made under this contract or may reject any or all services which do not conform to specifications. The Vendor/Contractor will repair any minor damages noted during inspection.
3. **PAYMENTS:** Payment will be in accordance with Chapter 2251, Texas Government Code. Invoices will include the Contract Number, work description, unit price, quantity, extended price, and contract number.
	1. Prior to receipt of Contract, the successful Bidder will complete a Request for Taxpayer Identification Number and Certification Form. The City will not issue payment until the properly completed form has been received.
	2. Progress payments will be made by the City upon the completion and acceptance of the work performed under this contract, and submission of an original invoice to the City of Creedmoor, 5008 Hartung Lane, Creedmoor Texas 78610.
	3. All payment terms will be "Net 30 Days" unless otherwise specified in these solicitation documents.
4. **SUBCONTRACTING:** The Vendor/Contractor will perform one hundred (100%) percent of the work using their own personnel and equipment. If the Vendor/Contractor subcontracts any of the work to be performed, the Owner reserves the right to declare the Vendor/Contractor unqualified to do the work, declare the contract null and void, and re-award the contract to the next lowest responsible Bidder.
5. **CITY REPRESENTATIVE:** The Creedmoor Construction Committee representative will oversee administering the resulting contract. The City may change its designation of a representative by providing written notice to the successful vendor. The Bidder must not contact the Creedmoor Construction Committee until after bid award.
6. **HOLIDAYS:** In the event that the City office is closed for a federal or non-federal holiday, and there is an emergency on the jobsite, the Vendor/Contractor must contact the City Administrator immediately at **(512) 230-5024.**
7. **INTERGOVERNMENTAL PURCHASES:** The City reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this proposal to any and all public entities, subdivisions, school districts, community colleges, colleges, and universities. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be deleted from the original contract. The Bidder will notify any governmental entity that wishes to use any contract resulting from this proposal that it must contact the City Administrator for approval of its utilization of the City's contract.

The City assumes no authority, liability, or obligation, on behalf of any other governmental entity that may use any contract resulting from this proposal. All purchases and payment transactions will be made directly between the successful Bidder and the requesting entity. Any exceptions to this requirement must be specifically noted in the Bid response.

1. **SAFETY:** All contractors and subcontractors performing services for the City are required and will comply with Occupational Safety and Health Administration ("OSHA"), State and City Safety and Occupational Health Standards, and any other applicable rules and regulations. The Vendor/Contractor and its subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the worksite area.

**0. RIGHT TO PURCHASE ELSEWHERE:** The City will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources for the specified services. Should the successful Bidder fail to perform the work when ordered, in accordance with the terms specified herein, the City will have the right to procure services elsewhere.

**End Section**

### SCOPE OF WORK/SPECIFICATIONS

1. **BACKGROUND:** The City of Creedmoor is working on the completion of a 60'x 80' Steel Maintenance shop located at 5008 Hartung Lane, Creedmoor Texas.
2. **SCOPE:** The scope of work for this contract includes installation of the electrical system for a new steel Maintenance shop.
3. **WORK STANDARDS AND CERTIFICATIONS:** Contractor and all employees shall perform the services in a timely, professional, and efficient manner. The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations.
	1. The Contractor shall employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor.
	2. The Contractor shall provide background checks on all employees assigned to a project prior to commencement of work to the City's Designated Representative.
	3. **Contractor Requirements:** The following contains the minimum requirements and experience for electrical installation services required by the City. The Contractor shall ensure that all personnel are skilled and qualified to perform the services as requested.
4. Contractor shall be licensed to perform electrical work as required by the Texas Department of Licensing and Regulation. Bidders shall submit a copy of the Contractor's license with the solicitation response.
5. Master electrician shall have at least five (5) years of experience with a minimum of (3) three years of commercial experience.
6. The Contractor shall have access to and maintain a working knowledge on all the tools, methods, and equipment used to install electrical.
7. The Contractor must be able to work unsupervised by City personnel. It is the responsibility of the Contractor to supervise their employees and to assure that the work crew acts in a professional manner regarding conduct, dress and language.
	1. Contractor shall notify the City Maintenance Director and City Administrator if during work the Contractor experiences a conflict with the plans/scope of work before proceeding to conduct said work.
	2. The work performed, and all materials furnished in carrying out this agreement shall be of character and quality as required by the specifications and scope. Where no standard is specified, for such work or materials, they shall be the best of their respective trade and be compliant with all applicable code requirements.
	3. All electrical parts and materials used in performance of this contract shall be "new" unless pre-approved by the City's Designated Representative. Provide all parts needed at no more than 20% markup from cost to vendor/contractor.
	4. The Contractor will promptly clean and haul away all debris from the job site and properly dispose of it at an approved dumpsite. The job site will be left in a "broom clean" condition. Neglect or failure to remove any rubbish, refuse, or waste materials within forty-eight (48) hours' notice by the City may cause materials to be removed and replaced by the City at the expense of the Contractor. Such expense shall be deducted from any monies due or shall become due to the City by the Contractor under the agreement.
8. **WORK PROCEDURE:** The City Designated Representative will inspect all work within two (2) business days of completion to ensure it has been done as agreed upon. If work is not done per contract obligations or if the quality of the work is not satisfactory, the Contractor will return to complete the job within two (2) business days at their own expense. Payment will not be issued until work is complete and the standard of work is acceptable.

### MINIMUM QUALIFICATIONS/REQUIREMENTS:

* 1. The Contractor will have experience in the installation, handling, and disposal of the products associated with Electrical Maintenance & Service.
	2. A qualified licensed electrician is required for any electrical work on City electrical systems.
	3. The Vendor/Contractor shall have a minimum of five (5) years' documented experience specializing in electrical work. Contractor shall hold all proper and current licenses and bonds. In addition, the Contractor is responsible for obtaining all required permits and inspections as applicable. The Contractor shall supply all labor, equipment, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the complete scope of services and everything incidental thereto, as stated in the specifications or reasonably implied in accordance with the contract documents.
	4. The Contractor shall be solely responsible for their vehicles, equipment, tools, supplies, materials, and other property. The Contractor shall remove such items from the work sites at the end of each work shift, as practical, and keep them in the contractor's possession unless otherwise approved by the Owner.
	5. Contractor is required to have a centralized point of contact and shall provide full time supervision of qualified personnel with demonstrated experience to perform the work required under this solicitation. Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades. Contractor shall not subcontract or assign the performance of any of the services in this contract without the prior written approval of the City.
1. **ELECTRICAL SAFETY:** All electrical work is to be performed with the lines and equipment de-energized unless previous arrangements have been made with the City's Maintenance Director to properly energize the system.
2. **WARRANTY:** The Contractor warrants that the Services will be fit for the purpose intended by the City, will conform to the specifications outlined herein, and will be free from all defects in workmanship and material. The /Contractor will furnish a written warranty for any equipment for a minimum of one (1) year to cover materials and labor. The warranty period will commence on the day of receipt and acceptance of equipment.
3. **CORRECTION OF WORK:** The Contractor will promptly correct all work rejected by the City as faulty, defective, or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The Contractor will bear all costs of correcting such rejected work.
4. **COMPLETION OF WORK PROCEDURE:** The City Maintenance Director and the City Administrator will inspect all work within two (2-4) business days of completion to ensure it has been done as agreed upon. If work is not done per contract obligations or if the quality of the work is not satisfactory, the Contractor will return to complete the job within two (2) business days at their own expense. 10% of the total bid amount will not be delivered until all work has been completed and a Certificate of Completion has been issued.

#### End Section

* 1. **Bid Form**

The Bidder may use the form below or attach a separate breakdown list of total bid costs to complete the project.

|  |  |  |
| --- | --- | --- |
| **Item** | **Service Description** | **Total$** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

#### j Total Price for Bid j $

Bidder agrees that its price will remain firm and subject to acceptance by the City for a period of 60 calendar days from the bid due date.

The City of Creedmoor reserves the right to reject any and all bids and to waive any informalities.

The undersigned affirms that the original Invitation for Bid documents have not been altered in any way. The undersigned further affirms that it is duly authorized to submit this bid, that this bid has not been prepared in collusion with any other bidder, and that the content of this bid has not been communicated to any other bidder prior to the official receipt of this bid.

Printed Name of Bidder/Company Signature of Authorized Representative Date

Printed Name of Authorized Rep. Title of Authorized Representative

Mailing Address City, State, Zip

Contact phone number Contact email address

### BID CHECKLIST

CHECK EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED.

* 1. THE BID FORM HAS BEEN SIGNED BY AN AUTHORIZED SIGNATORY.
	2. THE PRICE TOTALS HAVE BEEN LAID OUT ON THE BID FORM OR SEPARATE DOCUMENT.
	3. ADDENDUM (IF ANY) HAVE BEEN ACKNOWLEDGED ON THE BID FORM.
	4. ATTACHMENT "A" VENDOR REFERENCES AND QUALIFICATIONS HAS BEEN COMPLETED, SIGNED, AND INCLUDED.
	5. ATTACHED LICENSES/CERTIFICATIONS
	6. ATTACHMENT **"B"** VENDOR INFORMATION QUESTIONAIRE AND ASSURANCES HAS BEEN COMPLETED, SIGNED, AND INCLUDED.
	7. ATTACHMENT **"C"** HB89 VERIFICATION IS COMPLETED, SIGNED, AND INCLUDED, IF OVER $100,000.
	8. ATTACHMENT **"D"** W-9 HAS BEEN COMPLETED, SIGNED, AND INCLUDED.
	9. THE MAILING LABEL HAS BEEN ATTACHED TO THE OUTERMOST SEALED ENVELOPE AND IS ADDRESSED.

Cut along the outer border and affix this label to your outermost sealed bid container to identify it as a "Sealed Bid". Include the name of the company and address submitting the bid.

**SEALED BID \* DO NOT OPEN**

SEALED BID NO.: BID TITLE:

DUE DATE/TIME:

240320

**Electrical for Maintenance Shop**

April 3rd, 2024 by 3:00 **P.M.**

SUBMITTED BY:

(Name of Bidder)

(Address of Bidder)

#### Attachment "A"

**Vendor References and Qualifications**

If this document is not submitted with the bid/proposal, it may be considered non-responsive. Comparable size, scope, and complexity to the work/services described in this solicitation.

|  |  |
| --- | --- |
| Name of Agency or Company: |  |
| Representatives Name and Title: |  |
| Mailing Address: |  |
| City, State, Zip: |  |
| Telephone: |  |
| Email: |  |
| Project Description: |  |

|  |  |
| --- | --- |
| Name of Agency or Company: |  |
| Representatives Name and Title: |  |
| Mailing Address: |  |
| City, State, Zip: |  |
| Telephone: |  |
| Email: |  |
| Project Description: |  |

|  |  |
| --- | --- |
| Name of Agency or Company: |  |
| Representatives Name and Title: |  |
| Mailing Address: |  |
| City, State, Zip: |  |
| Telephone: |  |
| Email: |  |
| Project Description: |  |

**Attachment "B"**

**Vendor Information Questionnaire and Assurances**

If this document is not submitted with the bid/proposal, it may be considered non-responsive.

|  |  |
| --- | --- |
| Name of Company: |  |
| Primary Office Address: |  |
| Telephone Number: |  |
| Email Address: |  |
| DUNS Number (If applicable): |  |
| Company has been in business since: |  |

Form of Ownership (check one):

D State Incorporated/Registered / Date Incorporated/Registered \_

D LLC

D Joint Venture

D Partnership: If partnership, Circle one: Limited or General

D Individual

List of Partners, Principals, Corporate Officers, or Owners:

|  |  |
| --- | --- |
| **Name** | **Title** |
|  |  |
|  |  |
|  |  |
|  |  |

List of Corporate Directors:

|  |  |
| --- | --- |
| **Name** | **Title** |
|  |  |
|  |  |
|  |  |
|  |  |

1. Have you had any contracts terminated for default or other performance reasons? Circle Yes or No. If yes, explain:
2. Has your company been convicted of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? Circle Yes or No. If yes, has the conviction occurred within three (3) years immediately preceding either the date of submission of a bid/proposal, or the date of award of the contract? If yes, explain:
3. Is your company involved in pending investigation or criminal prosecution of a criminal offense involving fraud, theft, bribery, kickbacks, or unlawful gifts to a public official? Circle Yes or No. If yes, explain:
4. Does your company have pending claims, investigations, or civil litigation involving allegations of fraud, misrepresentation, or conversion? Circle Yes or No. If yes, explain:
5. Does your company have previous final judgments against the City for breach of contract, fraud, misrepresentation, or conversion? Circle Yes or No. If yes, explain:
6. Has your company failed to timely pay/remit sales tax, property tax, or utility payments to the City of Creedmoor? Circle Yes or No. If yes, explain:
7. Has your company refused to execute a contract following an award from the City of Creedmoor or any other City in Texas? Circle Yes or No. If yes, explain:
8. Has your company violated the anti-lobbying provisions in a current or previous City procurement process by contacting a member of the City Council prior to the award of a contract? Circle Yes or No. If yes, explain:
9. Has your company furnished unauthorized substitutions of materials not meeting contract specifications in a current or previous contract with any other Texas City? Circle Yes

or No. If yes, explain:

1. Non-Collusion Certification: By signing below as an authorized signer, the Bidder certifies that ALL items below are true and correct concerning its bid.
	1. You are fully informed of the contents of the bid and the circumstances of its preparation.
	2. Your bid is genuine and is not a collusive or sham bid.
	3. Neither you nor anyone else acting on behalf of your company has agreed, colluded, or conspired in any manner with any other bidder, firm, or person to submit a collusive or sham bid, or to refrain from bidding, or sought by communication or conference with any other bidder, firm, or person to fix the prices, overhead, profit, or any cost element in your bid or in any other bid, or to secure through any collusion, conspiracy, or agreement any advantage against the City of Creedmoor or any other bidder.
	4. The prices quoted in your bid are fair and proper and are not affected by any collusion, conspiracy, connivance, or unlawful agreement on the part of your company or anyone acting on its behalf
2. Prohibition on contracts with companies that boycott Israel. Chapter 2271 and 808, Texas Government Code restricts the City from contracting with companies that boycott Israel. By signing below and submission of the HB89 Verification form, the Bidder certifies that it is does not boycott Israel and will not during the term of this contract. Failure to maintain the requirements under this provision will be considered a material breach. (HB89 Verification form required if contract value is greater than $100, 000.)
3. Prohibition on contracts with companies that do business with Iran, Sudan, or a foreign terrorist organization. Section 2252 of the Texas Government Code restricts the City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing below as an authorized signer, the Bidder certifies that it does not do business with Iran, Sudan, or a foreign terrorist organization. Failure to maintain the requirements under this provision will be considered a material breach.
4. Prohibition on contracts with certain foreign-owned companies. Section 2274 of the Texas Government Code (SB2116) restricts the City from contracting with companies that do business with certain foreign-owned companies in connection with critical infrastructure if the company is granted direct or remote access; and if the company is owned by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a "designated country," or headquartered in China, Iran, North Korea, Russia, or a designated country. Designated country is Governor-designated country as a threat to critical infrastructure. By signing below as an authorized signer, the Bidder

hereby certifies that it does not do business with certain foreign-owned companies in connection with critical infrastructure as described herein. Failure to maintain the requirements under this provision will be considered a material breach.

1. Prohibition on contracts with companies that discriminate against firearm and ammunition industries. Section 2274 of the Texas Government Code (SB 19) restricts the City from contracting with companies that discriminate against firearm and ammunition industries. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than $100,000.) Failure to maintain the requirements under this provision will be considered a material breach.
2. Prohibition on contracts with companies boycotting Certain Energy Companies. Section 2274 of the Texas Government Code (SB 13) restricts the City from contracting with companies that boycott energy companies. By signing below as an authorized signer, the Bidder certifies that it does not have a practice, policy, guidance, or directive boycotting energy companies, and will not discriminate against the same during the term of this contract. (Only applies to companies with 10 or more full-time employees and for a contract value greater than $100,000.) Failure to maintain the requirements under this provision will be considered a material breach.
3. I hereby certify that our business is an Equal Employment Opportunity (EEO) employer and does not and will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability, or economic condition. I further attest that this policy is documented in our Employee Handbook. As an EEO employer, we prohibit retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

I, ------------,(N,....am\_e.,....)------- as -------(T-it-le\_) of

 declare under oath does not and

(Company Name)

will not discriminate in employment and in subcontracts based on race, color, sexual orientation, gender identity, national origin, sex, age, disability, or economic condition. I further attest that this policy is documented in our Employee Handbook. As an EEO employer, we prohibit retaliation, discharge, or discrimination against any employee or applicant for employment or against any subcontractor or supplier.

Signature: Date: -------

#### Attachment "C" Authorization of Change in Service or Cost

This document can be acquired in the Office of the City of Creedmoor and will be subject to approval by the City Aldennan.

|  |  |
| --- | --- |
| Contract Name: | I Bid Number: I |
| Contractor &Company name: |  |
| Orig. Contract Date: | I Today's Date: I |

Description of work or cost to be added to or deleted from scope of services:

|  |  |
| --- | --- |
| Original Contract Amount: |  |
| Previous Increases/Decreases in Contract Amount: |  |
| Current Contract Amount |  |
| This Increase/Decrease in Contract Amount: |  |
| Revised Contract Amount: |  |

# *Contractor:*

Contractor Name Contractor Signature Date

# *Approval by the City of Creedmoor:*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| City Representative Name |  | City Representative Signature |  | Date |
| City Alderman Name |  | City Alderman Signature |  | Date |
| City Alderman Name |  | City Alderman Signature |  | Date |
| I **Notes:** |  |  |  |  |

#### Attachment "D" Authorization of Change in Service or Cost

A governmental entity or state agency may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties. If you are the business entity that is completing the form, you are a filer type CERT-BUS. (This will only be needed of Bidder if they are awarded the bid contract).

|  |
| --- |
| **CERTIFICATE OF INTERESTED PARTIES FORM 1295** |
| **Complete Nos. 1** - **4 and 6** if **there are interested parties. Complete Nos. 1, 2, 3. 5, and 6 if 1here are no interested parties.** | **OfflOEUIEONIY** |
| 1 **Name** of busin6s entity filing form, and the city, state and country of the business entity's **place of business.** |
| 2 | N e | of govemmentaJ entity or | .slate agency that is a party to the contract for­ |
| lllhich the form is being filed. |
| 3 Pro1nde the identification number u by thi> gottmmenlal i>ntity or state agenC:V: 'Pld1mlify thecontract.and provide a description of the services. goods, or other property to be provided " contr.ict.**x'lf-** |
| **Nale** of lnt.eresled Pa,ty | City. Stm\_,, Coonlry '- (place of business) ,. ***C.,***·- '- **J** |  Un! oIfnterest (CMd< applicable) Controlling **lntermed"iary** |
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| ADD AOOffiONAL PAGES AS NECESSARY |

**--• 15** REU18ed 12122121117

Form **W•9**

(Rev. March 2024)

Department of the Treasury Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

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

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

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

**3a** Check the appropriate box *for* federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

□

D C corporation D S corporation D Partnership

D Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

**GI C:**

□ LLC. Enter the tax classification (C *=* C corporation, S *=* S corporation, P *=* Partnership)

Individual/sole proprietor

Exempt payee code (if any)

ai

j-5!

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded-entity should instead check the appropriate box for the tax classification of its owner.

'i: .s

'E

**0. u**

□ Other (see instructions)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

!**u**5

**Cb**

*(Applies* to *accounts maintained outside the United States.)*

*Cl)*

1. Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
2. Business name/disregarded entity name, if different from above.

Requester's name and address (optional)

7 List account number(s) here (optional)

**ma**

**Taxpayer Identification Number (TIN)**

Enter your TIN tn the appropriate box. The TIN provided must match the name given on line 1 to avoid

3l

**6** City, state, and 21P code

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

□

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

,..j

Q)

Cl ttS C.

C:

0

* II)

 I **Social security number** I

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get* a *TIN,* later.

**or**

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

ITO-DJ-I I I I I

 **Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or t 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 (bl 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 )RS 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 currer,tly 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 indiv!dual 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 TtN. See the instructions for Part II, later.

I

**Sign Signature** of

**Here** . **U.S. person Date**

## General Instructions

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

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

#### What's New

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

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

#### Purpose of Form

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

Cat. No. 10231X Form **W-9** (Rev. 3-2024)

Form W-9 (Rev. 3-2024) Page2

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-NEC (nonemployee compensation).
* Form 1099-8 (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), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What* is *backup withholding,* later.

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;and
4. Certify *to* your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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,* later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

* **An** individual who is a U.S. citizen or U.S. resident alien;
* **A** partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
* An estate (other than a foreign estate); or
* A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

* In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
* In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
* In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(1)-1(d), or a partnership that Is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purpcises of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified i,nthe saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present In the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United states. A Chinese student who qualifies for this exc·eption (under paragraph 2 of the first Protocol) and is retying on this exception to claim an exemption from tax on their scholarship or fellowshi income would attach to Form W-9 a statement that Includes the information described above to support that exemption..

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**Backup Withholding**

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This ls called "backup withholding." Payments that may be subject to backup withholding Include, but are not limited to, interest, tax-exempt Interest, dividends, broker and barter exchange transactions, rents, royalties, nonemptoyee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding** if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the reouester that you are not subject to backup withholding, as described in Item 4 under *"By signing the filled­ out fonn•* above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing* U.S. *status for purposes of chapter 3 and chapter4 withholding,* earlier.

**What Is FATCA Reporting?**

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Line 1**

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

* **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you flied with your application.

* **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (OBA) name on line 2.
* **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or OBA name on line 2.
* **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or OBA name on line 2.
* **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.770i-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity Is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form

W-9. This is the case even if the foreign person has a U.S. TIN.

**Line2**

If you have a business name, trade name, OBA name, or disregarded entity name, enter it on line 2.

**Line 3a**

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line i. Check only one box on line 3a.

|  |  |
| --- | --- |
| **IF the entity/individual on line 1 is a(n) ...** | **THEN check the box for** ... |
| * Corporation
 | Corporation. |
| * Individual or
* Sole proprietorship
 | Individual/sole proprietor. |
| * LLC classified as a partnership for U.S. federal tax purposes or
* LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation
 | Limited liability company and enter the appropriate tax classification:P = Partnership,C = C corporation, orS = S corporation. |
| * Partnership
 | Partnership. |
| * Trust/estate
 | Trust/estate. |

**Line 3b**

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or benefici.aries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or If you receive a Fann W-9 from any partner, owner, or beneflciary that has ch cked the box on line 3b.

**Note;** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K 3 (Form 1065). For more Information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

**Line 4 Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

* Generally, individuals (including sole proprietors) are not exempt from backup withholding.
* Except as provided below, corporations are exempt from backup withholding for certain payments. including interest and dividends.
* Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
* Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form i 099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

* 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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* 1. The United States or any of its agencies or instrumentalities.

3-A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4-A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5-A corporation.

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7-A futures commission merchant registered with the Commodity Futures Trading Commission.

8-A real estate investment trust.

9-An entity registered at all times during the tax year under the Investment Company Act of 1940.

10-A common trust fund operated by a bank under section 584(a). 11-A financial institution as defined under section 581.

12-A middleman known in the investment community as a nominee or custodian.

13-A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

|  |  |
| --- | --- |
| **IF the payment is for** ... | **THEN the payment is exempt for ...** |
| * Interest and dividend payments
 | All exempt payees except for 7. |
| * Broker transactions
 | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales ofnoncovered securities acquired prior to 2012. |
| * Barter exchange transactions and patronage dividends
 | Exempt payees 1 through 4. |
| * Payments over $600 required to be reported and direct sales over

$5,0001 | Generally, exempt payees 1 through 5.2 |
| * Payments made in settlement of payment card or third-party network transactions
 | Exempt payees 1 through 4. |

1 See Form 1099-MISC, Miscellaneous Information, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A-An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

8- The United States or any of its agencies or instrumentalities.

C-A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1) ).

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F-A dealer in securities, commodities, or derivative financial Instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G-A real estate investment trust.

H-A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I-A common trust fund as defined in section 584(a). J-A bank as defined in section 581.

K-A broker.

L-A trust exempt from tax under section 664 or described in section 4947(a)(1).

M-A tax-exempt trust under a section 403(b) plan or section 457(9) plan.

**Note:** You niay wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Lines**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

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

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS !TIN. Enter it in the entry space for the Social security number. If you do not have an !TIN, see *How to get* a *TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter-the owner's SSN (or EIN, if the owner has one). If the LLC is classffied as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one Immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [*www.SSA.gov.*](http://www.SSA.gov/)You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [*www.irs.gov/EIN.*](http://www.irs.gov/EIN)Go to [*www.irs.gov/Forms*](http://www.irs.gov/Forms)to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [*www.irs.gov/OrderForms*](http://www.irs.gov/OrderForms)to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60°day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means-that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter* ***4*** *withholding,* earlier, for when you *may* instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN Is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments'' include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

|  |  |
| --- | --- |
| **For this type of account:** | **Give name and SSN of:** |
| 1. Individual | The individual |
| 2. Two or more individuals Qoint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account1 |
| 3. Two or more U.S. personsijoint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor2 |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee1 |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner1 |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner! |
| 7. Granter trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)).. | The granter• |

**For this type of account: Give name and EIN of:**

1. Disregarded entity not owned by an The owner individual
2. A valid trust, estate, or pension trust Legal entity4 1o. Corporation or LLC electing corporate The corporation

status on Form 8832 or Form 2553

1. Association, club, religious, charitable, The organization educational, or other tax-exempt

organization

1. Partnership or multi-member LLC The partnership
2. A broker or registered nominee The broker or nominee
3. Account with the Department of The public entity Agriculture in the name of a public

entity (such as a state or local government, school district, or prison) that receives agricultural program payments

1. Grantor trust filing Form 1041 or The trust under the Optional Filing Method *2,*

requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B)j+<

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3You must show your individual name on line 1, and enter your business or OBA name, if *any,* on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* + **Note:** The granter must also provide a Form W-9 to the trustee of the trust.

•• For more information on optional filing methods for granter trusts, see the Instructions for Form 1041.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

* + Protect your SSN,
	+ Ensure your employer is protecting your SSN, and
	+ Be careful when choosing a tax return preparer.

If your tax records **are** affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think·you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.*You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov*or report them at [*www.ftc.gov/complaint.*](http://www.ftc.gov/complaint)You can contact the FTC at [*www.ftc.govlidtheft*](http://www.ftc.govlidtheft/)or 877-1DTHEFT (877-438-4338). If you have been the victim of identity theft, see [*www.ldentityTheft.gov*](http://www.ldentityTheft.gov/)and Pub. 5027.

Go to [*www.irs.gov/ldentityTheft*](http://www.irs.gov/ldentityTheft)to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property: the cancellation of debt; or contributions you made o an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information.

Routine uses of this information include giving it to the Department of Justice for clllil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## House Bill 89 Verification Form

**Prohibition on Contracts with Companies Boycotting Israel**

The 85th Texas Legislature approved new legislation, effective September 1, 2017, which amends Texas Local Government Code Section I. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1. does not boycott Israel; and
2. will not boycott Israel during the term of the contract Pursuant to Section 2270.001, Texas Government Code:
	1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
	2. "Company'' means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) ,do hereby verify the truthfulness of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

* + 1. does not boycott Israel currently; and
		2. will not boycott Israel during the term of the contract; and
		3. is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purcbasing/publications/dive tment.php

Company Name

Signature of Authorized Official

Title of Authorized Official Date