



**WASHINGTON COUNTY
ENGINEERING AND DEVELOPMENT SERVICES**

Wesley Stolz, P.E. County Engineer

3650 HWY 36 N., Brenham, Texas 77833

Phone: (979)277-6275

Email: WCRBoffice@washingtoncountytexas.gov

INVITATION TO BID

ITEM: Right-Of-Way Mowing – Precinct 2
BID NUMBER: WCRB 2024-02

DUE DATE- **December 13th, 2023 @ 10:00 am**
Washington County Clerk's Office
100 E Main St, Suite 102
Brenham, Texas 77833

Date of Opening: **December 13th, 2023 @ 10:00 am**
Location: Washington County Courthouse
Commissioners Court Chambers
100 E Main St, Suite 103
Brenham, Texas 77833

Date of Award: **December 19th, 2023 @ 9:00 am**
Location: Washington County Courthouse
Commissioners Court Chambers
100 East Main St. Room 103,
Brenham, Texas 77833

Period of Contract: January 1, 2024 thru December 31, 2024

GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for furnishing the materials and services set forth in this invitation to bid. Completed bid proposals must be received in the **Washington County Clerk's Office, 100 East Main St. Room 102, Brenham, Texas 77833** by the deadline stated above. *All bids must be in a sealed envelope clearly marked with the bid number and opening date on the outside of the envelope.*
2. Bids received in the Washington County Clerk's Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Washington County is not responsible for delayed mail, carrier, etc. and the time/date stamp clock used upon receipt of any bid in the purchasing office shall be the official time of receipt. **No faxed bids will be accepted.**

3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the Washington County, County Engineer and the approval of the Commissioners Court.
4. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.
5. The bidder agrees if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be sixty (60) calendar days unless a different period is noted by bidder at the time the bid is submitted by bidder.
6. The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under Federal and State laws.
7. Invoices shall be sent directly to the Washington County Road & Bridge Department, County Engineer, 3650 SH 36 N., Brenham, TX. 77833. Payments will be processed after confirmation that all materials and/or services are satisfactory and no unauthorized materials or services have been received.
8. Washington County terms of invoice are net thirty (30) days from statement date.
9. **Price Escalation: Due to the volatility of the market, Washington County will review the operation costs on a monthly basis. The contractor will be required to submit an affidavit on a monthly basis substantiating that any increase in bid costs represents an increase in the cost for services and in no way represents an increase of profits, labor or other overhead. The contractor must justify their request for an increase by submitting evidence from the suppliers detailing the price changes, the effective date for change and any other information requested by the County to verify the price change. Any product delivered to or picked up by the County at the proposed new price without a properly executed statement is made at the contractor's risk. Consequently, in the event that such statement or affidavit is not received and approved by the County, the contractor hereby releases the County from any and all liability whatsoever to pay for materials and/or services at the new price prior to the contractor's notification to the County. All increases will be subject to approval by Commissioners' Court.**

Conversely, if costs in services or materials decrease, the same amount of decrease in costs shall be passed on to the County. The County may request information to verify pricing throughout the term of the contract.
10. Bidder shall furnish the required services at the price quoted and will not raise the price for the first sixty (60) days of the contract regardless of price increases.
11. The County may offer a one-year extension to the contract associated with an accepted bid provided that all terms and conditions of the contract remain unchanged and in full force and effect. Exceptions to this Section shall be made for extensions of the contract period and adjustment of any price cited in the contract. The County's option to renew the one-year extension shall be in writing, approved by Commissioners Court, and shall be signed by both parties prior to the expiration of this contract.

12. Bidder's failure to comply with the terms and conditions of a contract associated with an accepted bid, shall be a basis for the termination of the Contract by the County. The County shall not pay for supplies, which are unsatisfactory. The County may give contractor a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the validity of the County's termination for non-performance.
13. Quantities indicated in the bid are estimated based upon information at the time bids are requested. The County reserves the right to increase or decrease the quantities by any amount it deems necessary to meet its needs without any adjustment in the contract price.
14. The extension of the contract associated with an accepted bid is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any fiscal year, contractor may elect to terminate this agreement, with no additional liability to the County. County and contractor agree that termination shall be contractor's sole remedy under this circumstance.
15. The bid award shall be based on, but not necessarily limited to the following factors:
 - Total price
 - Special needs and requirements of Washington County
 - Washington County's evaluation of contractor's ability
 - Contractor's past performance record with any Texas county
16. If this bid is accepted and approved by the Commissioners Court then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract with the exception of a change arising.
17. The contractor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations that, in any manner, affect the conduct of the work.
18. All insurance requirements, including workman's compensation and liability, as outlined under State law, shall be met prior to any services rendered and shall remain in effect during the time of the contract associated with an accepted bid. Payments shall not become due and payable until such certificates have been filed.
19. The parties herein agree that the contract associated with an accepted bid shall be enforceable in Washington County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Washington County, Texas.
20. The contract associated with an accepted bid shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
21. The contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable federal laws.
22. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS DULY APPOINTED OFFICERS, AGENTS AND EMPLOYEES FOR ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING**

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF CONTRACTOR'S OFFICERS, AGENTS OR EMPLOYEES.

23. If a court of competent jurisdiction determines that any term of the contract associated with an accepted bid is invalid or unenforceable to any extent under applicable law, the remainder of the contract associated with an accepted bid (and the application of this agreement to other) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
24. If the contractor defaults in the performance of the terms and conditions contained herein, or materially breaches any of its provisions, the County shall have the right to terminate the contract associated with an accepted bid by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.
25. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained within the contract attached.

Respectfully,

Wesley Stolz, PE
County Engineer



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CONTRACT

**STATE OF TEXAS
COUNTY OF WASHINGTON**

WHEREAS, The attached "Bid Package" which includes the **Invitation to Bid, General Conditions/Instructions, Specifications, and Bid Proposal** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Washington County Commissioners Court as the governing body of Washington County did on _____, 20__ award a contract to _____ (Contractor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Washington County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called "Contractor" or "bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

Prior Agreements Superseded

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This Contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

Contract Period

This is effective on May 1st, 2024 and will expire on April 29th, 2025.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Washington County, Texas, effective as of the date awarded above, if any.

CONTRACTOR

BY: _____
AUTHORIZED AGENT

WASHINGTON COUNTY

BY _____
County Judge

ATTEST: _____
Washington County Clerk

Failure to sign the contract page(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court and signed by both parties.



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SPECIFICATIONS

General: Mow the roadside with mowing equipment meeting the satisfaction of the County Engineer. All equipment shall be in good working order with slow moving vehicle emblems that are in good condition. Set the mowing height at 6" or as directed by the County Engineer. Hand trimming is not required but rights of ways shall be mowed completely and within one (1) foot of all signs, culverts, telephone pedestals, fences and all other appurtenances. Provide advanced warning for mowing operations in accordance with "Texas Department of Transportation Roadside Traffic Control Plan (RS-TCP-05) and provide safe passage for all vehicles travelling through mowing operations.

Schedule: The first cycle shall start no sooner than May 15th, 2024 and no later than June 5th, 2024 and be completed within 60 calendar days. The second cycle shall start no sooner than August 21, 2024 and no later than September 25, 2024 and be completed within 60 calendar days.

Bid Purchase: Washington County is requesting sealed bids to contract for the mowing of rights-of-way in Precinct 1 of Washington County, Texas. Washington County reserves the right to accept or reject any/all of the bids received and/or purchase from any State contract and/or inter-local agreements.

Competence of Company: To be entitled to consideration, the contractor shall have available, under its direct employment and supervision, the necessary organization and facilities to properly fulfill all the services required under this agreement. All equipment shall be in good mechanical condition and capable of operating 80% of the time. If a contractor is unable to fulfill the requirements under this proposal, it shall be at the sole discretion of the County Engineer and/or his designated representative(s) to take necessary steps to find a contractor which can fill the requirement(s).

Save Harmless: The contractor agrees to save harmless Washington County and the Road and Bridge Department from any and all claims of liability for the acts of the contractor's employee activities. The contractor also agrees to save harmless the County from any and all expenses including attorney fees incurred by the County in litigation or otherwise resisting said claims or liabilities as a result of the contractor's employee activities. Further the contractor agrees to protect, indemnify, and save harmless every kind and character brought by an employee of the contractor against the County due to personal injuries and/or death to such employee resulting from any alleged negligent act by either commission or omission.

Insurance: Bidder shall provide insurance as pertains to the State Department of Highways and Public Transportation. A Certificate of Insurance, listing Washington County as the Certificate Holder, should be provided prior to the beginning of any services being rendered.

Certificate of Insurance Requirements to specify the following limits:

Worker's Compensation Insurance Amount – Statutory

Comprehensive General Liability Insurance: \$500,000.00

Comprehensive Automobile Liability Insurance: \$500,000.00

The County shall be included as an "Additional Insured" by endorsement to policies issued for coverage listed above. A "Waiver of Subrogation Endorsement" in favor of the County shall be a part of each policy for coverage listed above.

Contractor Personnel: All equipment /machine operators must be experienced in operating equipment. A Project Supervisor or Job Foreman must be on the job at all times and supervise crew to insure speedy, efficient work.

Contractor Equipment: The contractor shall furnish all machinery and equipment. Contractor shall provide enough equipment to complete each mowing cycle within a sixty (60) day period.

Traffic Control: Contractor to provide all necessary traffic control devices as specified in the Texas Department of Transportation's – MUTCD. Contractor will also be responsible to provide all necessary personnel for traffic control.

Precinct 2 Road List			
Road	Length (Miles)	Road	Length (Miles)
All Jersey Rd.	1.090	East Hilltop Dr.	0.317
Allwise Rd.	0.261	Edna Mae Ln.	0.067
Allwise Rd.	0.450	Farm House Ln.	0.397
Amber Circle	0.152	Father Jaron St.	0.109
Anderson Ln.	1.358	Gibbs Creek Rd.	2.059
Apperson Rd.	0.689	Gin Ln.	0.179
Armstrong School Rd.	0.850	Hall Rd.	0.527
Azalea St.	0.385	Haller St.	0.049
Bilski Ln.	0.691	Heather Glen	0.254
Blue Bell Ln.	0.673	Hueske Ln	0.289
Bluebonnet Blvd.	1.845	Indian Paint Brush Rd.	1.814
Bluehaven Hill	0.669	Industrial Blvd.	0.130
Bluehaven Hill Circle	0.514	Jasmine St.	0.805
Bradley Ln.	0.370	Johns St.	0.159
Brauner Ln.	0.207	Jozwiak Rd.	1.034
Brazos River Ln.	2.490	Kamas Rd.	0.482
Browning St.	0.364	Kamas Rd.	0.631
Buttercup Ln.	0.191	Katie Ln.	0.494
Caney Creek Rd.	4.779	Krotofil Ln.	0.520
Cedar St.	0.330	Kuhn Ln.	0.066
Chadwick-Hogan Rd.	3.229	Kurt Dr.	0.709
Chappell Gate	0.063	Lake Dr.	1.133
Chappell Creek Ln.	0.211	Langhorn Rd.	2.477
Chappell Grove Ln	0.232	Larkspur Ln	0.243
Chappell Hills Dr.	0.331	Lehmann Ln	0.949
Chappell Ridge Ln.	0.314	Little Cedar Creek Rd.	0.866
Cheri Ln.	0.204	Malinowski Ln.	0.800
Church St.	0.144	Meadow Creek Ln.	0.528
Clarann Ln.	1.170	Meier Ln.	0.340
Crestview Ln.	0.371	Melcher Ln.	0.035
Dairy Farm Rd.	2.391	Meleski School Ln.	0.627
Daisy Dr.	0.164	Muellersville Ln.	0.106
Dierking Rd.	1.818	Mulberry St.	0.188
East Cheri Ln.	0.270	Mustang Rd.	0.938
		Mustang Rd.	1.661

Precinct 2 Road List			
Road	Length (Miles)	Road	Length (Miles)
New Wehdem Rd.	0.417	Sempronius Rd.	1.302
New Years Creek Ln.	0.796	Shirttail Rd.	0.575
Nicholson Lake Rd.	3.438	Ski Ln.	0.339
Nicholson Lake Rd.	0.871	Spring Creek Rd.	1.763
Oil Field Rd.	1.716	St. Joseph St.	0.167
Old Chappell Hill Rd.	7.973	Stern Rd.	2.386
Old Navasota Rd.	3.412	Sternberg Ln.	0.214
Old Phillipsburg Ln.	1.109	Sycamore St.	0.075
Old Plantation Rd.	0.729	Tamy Ln.	0.492
Old Plantation Rd.	1.300	Terrace Rd.	0.912
Park Ln.	0.788	Tina Ln.	0.147
Pebble Ln.	0.072	Toliver Rd.	0.307
Pieper Rd.	0.787	Tonckawa Hills Ln.	0.467
Pleasant Hill School Rd.	1.126	Trackside Rd.	2.408
Poplar St.	0.250	Trey Ln.	0.748
Providence St.	0.218	Turkey Creek Ln.	0.903
Pulawski School Ln.	1.571	Valley Dr.	0.396
Randle Hill Rd.	3.278	Walker League Ln.	1.170
Rhapsody Rd.	0.239	Weiss Ln.	0.813
River Bottom Ln.	2.210	Wesley Church Ln.	0.221
Riverside Plantation Ln.	0.920	West Hilltop Dr.	0.510
Roger Rd.	0.312	West Hilltop Dr.	0.358
Routt Rd.	1.154	Whiddon Rd.	1.860
Rudy Circle	0.113	Wieghat Ln.	0.229
Ryan Rd.	0.232	Winecup Ct.	0.158
S. Meyersville Rd.	1.506	Wm B. Travis Ln.	0.425
Salem Cemetery Rd.	0.412	Wonder Hill Rd.	3.849
Salem Rd.	4.320	Wonder Hill Square	0.943
Salem Rd.	1.589	Woodland Ranch Ln	0.473
Sample Cemetery Ln.	0.376	Woodland Farms Ln	0.363
Sander Rd.	1.039	Woodlands Rd.	0.534
Sauney Chapel Rd.	1.500	Woodward Springs Rd.	0.529
Sauney Chapel Rd.	0.959	Zoo Ln	0.359
Schroeder Rd.	0.383	Total	124.762



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BID FORM

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

<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Right-Of-Way Mowing (Two Mowing Cycles)	124.762	Miles	\$ _____	\$ _____

Submitted by:

Company Name: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

Failure to sign the contract page (page 6 of this bid packet) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court and signed by both parties.



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CONTRACTOR/BIDDER'S AFFIRMATION

Contractor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Contractor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

Pursuant to 262.076 (a) of the Texas Local Government Code, Contractor/Bidder, hereby affirms that Contractor/Bidder:

_____ Does not own taxable property in Washington County.

_____ Does not owe any ad valorem taxes to Washington County or is not otherwise indebted to Washington County.

By: _____
Signature of Company Official Authorizing Bid

Date: _____

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____



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CONFLICT OF INTEREST DISCLOSURE

Texas Local Government Code (Chapter 176) requires the filing of Conflict of Interest Questionnaires by individuals and businesses.

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Washington County Commissioners Court members and other elected/appointed officials.

The new law applies to:

- Businesses and individuals who contract with Washington County
- Businesses and individuals who seek to contract with Washington County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealings with Washington County

The forms for reporting are available at <https://www.ethics.state.tx.us/forms/conflict/>

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Washington County Clerk by mailing the completed form to:

Washington County Clerk
100 East Main, Suite 102
Brenham, TX 77833

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 there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number								
or								
Employer identification number								

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 for Part II, later.

**Sign
Here**

Signature of
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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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