

# Montgomery County

## Specification Download Acknowledgement



### Invitation to Bid

Two (2) Ford F250 4WD Fleet  
Truck  
PRECINCT #4

Project #24-22  
SPECS

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY EMAIL: [purchasing@mctx.org](mailto:purchasing@mctx.org)

### Vendor Responsibilities

- Vendors must download and complete any addenda
- Vendors must submit responses in accordance with requirements stated on cover of document
- Vendor must submit 1295 form with Bid/Proposal  
Detailed information regarding 1295 can be found under item 49 in the attached Terms and Conditions.  
Texas Ethics Commission website for 1295:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

For completing the 1295:

**Contract ID:** 5165

**Description:** Project #24-22

Montgomery County will not be responsible for inaccurate or incomplete specifications and/or addenda pertaining to any bid/proposal that is received electronically.

\_\_\_\_\_  
Legal Name of Contracting Company

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Complete Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**GILBERT D. JALOMO, JR., CPPB**  
OFFICE OF COUNTY PURCHASING AGENT  
MONTGOMERY COUNTY

501 N. Thompson  
Suite 405  
Conroe, Texas 77301

936.539.7980  
FAX: 936.760.6976  
[www.mctx.org](http://www.mctx.org)

April 10, 2024

Invitation to Bid

Sealed bids one (1) original and one (1) electronic copy will be received in the Office of the Montgomery County Purchasing Agent, Attn: Gilbert D. Jalomo, Jr., CPPB, 501 N. Thompson, Suite 405, Conroe, Texas 77301 until 2:00 p.m., April 24, 2024.

**PROJECT #24-22**  
**TWO (2) FORD F250 4WD FLEET TRUCKS**  
**PRECINCT #4**

Prospective bidders may obtain specifications at the Office of the Montgomery County Purchasing Agent, 501 N. Thompson, Suite 405, Conroe, Texas 77301 any time after 8:00 a.m. on April 10, 2024. Specifications are also available via download at the Purchasing website: [www.mctx.org](http://www.mctx.org).

All bids shall be submitted on the basis of unit pricing as provided in the bid specifications. Payment to successful bidder shall be net thirty (30) days after receipt of products, materials, services or invoices, whichever is later unless otherwise stated in specifications.

The right is reserved, as the interest of Montgomery County Commissioners' Court may require rejecting any one or all bids and to waive any informality in bids received. All bids received after the above designated closing time will be returned unopened. Montgomery County is an Affirmative Action/Equal Opportunity Employer.

Vendors are responsible for monitoring the Office of the Montgomery County Purchasing Agent website at [www.mctx.org](http://www.mctx.org) for any Addenda, which may be issued.

For any questions relating to the specifications or the submission of this bid, contact Matthew Alexander, Senior Buyer, via email: [Mathew.Alexanderk@mctx.org](mailto:Mathew.Alexanderk@mctx.org) or call 936-538-5912.

Your consideration of this bid request is appreciated.

Sincerely,

Kelly Vidal, CPPO, CPPB, NIGP-CPP  
Assistant County Purchasing Agent

# BID PACKAGE CHECK LIST

**Only items marked with an “X” are applicable to this bid.**

Bidders should review the package thoroughly.

If additional information is needed, contact Montgomery County Purchasing Dept. at 936-539-7980.

**Bidder must check each task as it is completed.**

**Include this form with the appropriate bid documents.**

Required		✓	Required		✓
<b>X</b>	<b>BID FORMS</b> Must be completed and signed in ink. Failure to do so may cause response to be rejected.		<b>X</b>	<b>GENERAL REQUIREMENTS AND TERMS</b> Respondent should be familiar with all General Requirements and Terms.	
<b>X</b>	Contract		<b>X</b>	Israel Boycott Statement	
<b>X</b>	References		<b>X</b>	Conflict of Interest Questionnaire (CIQ)	
<b>X</b>	Vendor Information Form		<b>X</b>	Disclosure of Interested Parties (Form 1295)	
<b>X</b>	Acknowledgement		<b>X</b>	<a href="#">Ethics Training</a> * completed and Certificate of Completion included with proposal response *click on link to complete training	
<b>X</b>	W-9 submittal		<b>X</b>	<b>SUBMITTING PROCEDURE</b>	
<b>X</b>	Bidder/Offeror Self Certification			❖ Company Name	
<b>X</b>	Certification Regarding Lobbying			❖ Project Number	
<b>X</b>	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion			❖ Opening Date	
<b>X</b>	Certificate of Independent Price Determination			❖ Project Title	
<b>AFTER AWARD IS MADE, THE FOLLOWING DOCUMENTS MUST BE PROVIDED</b>					
Check if you are prepared to provide these after award, as required.					
Required		✓	Required		✓
	<b>TEST REPORTS</b>			<b>SAFETY DATA SHEETS</b>	
	<b>PERFORMANCE BOND REQUIREMENTS</b> This Bond applies to bids that exceed \$100,000 as stated in the Montgomery County Terms and Conditions.			<b>PAYMENT BOND REQUIREMENTS</b> This Bond applies to bids that exceed \$25,000 as stated in the Montgomery County Terms and Conditions.	
<b>INSURANCE INFORMATION</b>					
Required		✓	Required		✓
	<b>WORKERS' COMPENSATION</b> Check if you are prepared to provide this after award, as required, if applicable.		<b>X</b>	<b>ACTIVE VENDOR</b> Check here only if your company has conducted business with Montgomery County within the past year; AND all current insurance certificates are on file at this time.	
	<b>AUTOMOBILE LIABILITY</b> Check if you are prepared to provide this after award, as required, if applicable.				
	<b>GENERAL AND PROFESSIONAL LIABILITY</b> Check if you are prepared to provide this after award, as required, if applicable.				

**It is the Respondent's responsibility to be thoroughly familiar with all Requirements and Specifications.**

# MONTGOMERY COUNTY SPECIFICATIONS FOR

## PROJECT #24-22 TWO (2) FORD F250 4WD FLEET TRUCKS PRECINCT #4

### SCOPE:

It is the intent of Montgomery County to purchase of new vehicles from one (1) or more vendors, which meet or exceed the specifications contained herein.

### GENERAL REQUIREMENTS:

Two sets (*1 original and 1 copy*) of the bid shall be submitted. Original bid shall be clearly marked "**ORIGINAL**" and contain all original signatures.

If applicable, when "Extended Prices" and/or "Grand Total" are listed in the bid and there is an error in the mathematical calculations, the unit price shall govern for evaluation purposes.

Specifications may reference name brands and model numbers. It is not the intent of Montgomery County to limit or restrict bids, but to establish a desired level of quality, service, and performance.

Pricing must be all inclusive. F.O.B. destination, freight prepaid and allowed.

**Bidders will fill out the bid form in its entirety. Failure to do so may result in bid disqualification.**

All standard Montgomery County Terms and Conditions apply unless stated otherwise.

It is the responsibility of the bidders to monitor the Purchasing website at [www.mctx.org](http://www.mctx.org) for any addenda that may be issued pertaining to this bid

No addendum will be issued three (3) days prior to bid opening date unless otherwise approved by the Purchasing Agent.

If a bidder does not wish to bid at this time but wishes to remain on the bid list for this commodity, please submit a "NO BID" following the same procedures indicated for bidding.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detail description shall be the vendor's responsibility in the bid price.

If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.

If applicable, in the event an awarded party or their subcontractor(s) become debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

If quantities are listed, the quantities should be considered as approximate and based on the best available information; therefore, quantities are subject to change.

## **EVALUATION:**

Compliance with all bid requirements, delivery, pricing, warranty and the needs of the using department will be considered when evaluating bids.

Montgomery County reserves the right to order one (1) or more vehicle(s) available for immediate delivery from one (1) or more dealerships.

## **DELIVERY:**

Unless otherwise noted, it is encouraged delivery of all vehicles ordered to be completed within ninety (90) calendar days after receipt of purchase order issued by the Montgomery County Purchasing Agent. Delivery must be made to the Montgomery County Sheriff Fleet Operations, 108 Academy Drive, Conroe, Texas unless otherwise noted on purchase order.

Effective February 2017, dealerships are required to complete the Vehicle Inspection Report, Application for Title, Certificate of Origin and Odometer Disclosure Form and file with the Department of Motor Vehicles in Austin, Texas. Awarded vendor will provide paper plates to be used when vehicle is delivered. **Any incorrect paperwork will be returned to the dealership to be corrected.**

An Application for Texas Title and/or Registration will be provided with order, complete with County information.

Exempt vehicles will be indicated at the time of purchase. An Application for Standard Texas Exempt License Plates, complete with County information, will be provided with order when applicable.

While in transit, the successful vendor will pay all transportation costs and will assume all risk of loss.

**MONTGOMERY COUNTY RESERVES THE RIGHT TO INSPECT ALL ITEMS BEFORE ACCEPTING AND TO RETURN ALL ITEMS THAT DO NOT FOLLOW THESE SPECIFICATIONS.**

**GENERAL INFORMATION:**

Please contact **Matthew Alexander**, Montgomery County Purchasing Department, with any questions relating to these requirements at **(936) 538-5912** or **[Matthew.Alexander@mctx.org](mailto:Matthew.Alexander@mctx.org)**.

When inquiring about this bid, please state **Project# 24-22**.

Montgomery County reserves the right to accept or reject all or any part of the bid submitted.

Payment Terms: Net 30 after receipt of product(s), material(s), service(s) or invoice(s), whichever is later.

In addition to all other warranties, whether expressed or implied herein, Vendor warrants to County that items and/or services furnished hereunder will be of good quality and new unless otherwise required or permitted and that the work will be free from defects and will conform to the requirements of the Contract Documents. Items and/or services not conforming to these requirements shall be deemed defective.

**Bidders will fill out the following bid form in its entirety. Failure to do so may result in bid disqualification.**

**BID FORM COMPLETION:**

**Fill out, enter Company Name on each page, SIGN CONTRACT SHEET, and return to the Montgomery County Purchasing Department, two sets (1 original and 1 copy) of the completed bid form. Failure to acquire permission may disqualify bidder. An authorized representative of the bidder MUST sign the contract sheet.** The contract will be binding only when signed by the County Judge, Montgomery County (or approved in Commissioners' Court) and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

## REQUIRED EQUIPMENT:

Bidder must state the make and model bid in the space provided. Failure to do so may result in disqualification of bid. Unit bid must meet or exceed the following specifications. **All units are to have the following standard equipment unless otherwise stated.** All units are to be new and current production models (model year 2024 or newer), F.O.B. destination, freight prepaid and allowed:

- ▶ Tires (5) five, radial type tubeless (four plus full size spare); with tire jack and lug wrench
- ▶ Automatic transmission with overdrive;
- ▶ Air conditioning, factory installed;
- ▶ Brakes: Heavy duty power;
- ▶ Rear axle: Suitable for highway use;
- ▶ Instrumentation: Full gauges;
- ▶ Rearview mirrors: Two outside 6" x 9" low mount door;
- ▶ Interior mirrors: Rearview, day/night;
- ▶ Air Bags: Driver and passenger side;
- ▶ Fuel tank: Standard capacity as listed by manufacturer;
- ▶ Power steering;
- ▶ Remote keyless entry
- ▶ Radio: AM/FM with speakers, factory installed;
- ▶ Tilt steering and speed control;
- ▶ Bumper: Front and rear with a step;
- ▶ Floor mats;
- ▶ Headlights: Halogen with replaceable bulbs;
- ▶ Lighting: Interior dome and door actuated;
- ▶ Intermittent windshield wiper system;
- ▶ Factory window tinting;
- ▶ Vehicle Inspection Report; 2 yr. Safety and Emissions Inspection
- ▶ Odometer Disclosure Forms
- ▶ Front license plate bracket and hardware;
- ▶ Exterior paint color: Manufacturers standard color to be selected at time of order;
- ▶ Title Application is prepared by Awarded Vendor;
- ▶ Police Package Vehicles must have Police wiring kit;

If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise Montgomery County of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise Montgomery County may allow or reject the change, or take any other action deemed by Montgomery County to be in the best interest of End Users, at its sole discretion. If the change is rejected there will be no penalty to the contractor.

Montgomery County is aware that manufacturer pricing for current year model vehicles may not be available at this time. We anticipate pricing may be available to dealers within the next 2 weeks; however, should pricing not be forthcoming, Montgomery County will extend the bid opening date to accommodate.

At this time Montgomery County is unable to provide vehicle counts; however, County will provide vehicle counts should they become available prior to bid opening date.

**Vehicles: 2 - Oxford White Truck, Ford F250 4x4, crew cab – Precinct #4:**

List make and model: Must be new, current production.

- < Engine: Gas, 6.8 liter V8 minimum
- < 10 Speed Automatic Transmission
- < GVWR 10,000 lbs. minimum
- < Heavy duty battery, alternator, and radiator
- < Tires: LT245/75T17
- < 1 Full-Size Spare Tire and Wheel
- < Seating: 40/20/40 Gray vinyl
- < 3.73 Rear Axle
- < Long Bed
- < Color: Oxford White
- < 600A XL Trim
- < Rubber floor
- < Power windows and door locks, remote keyless entry
- < Upfitter Switches
- < Trailer towing package with class V receiver hitch, trailer wiring hookups with 7-way plug, and electronic OEM brake controller

<b>Oxford White Ford F250 4x4, Crew Cab</b>			
<b>Vehicle</b>	<b>QTY</b>	<b>Price Per Vehicle</b>	<b>Extended Total</b>
Bid Option 1: Immediate Delivery - Available on Lot	2	\$	\$
<b>Grand Total Bid Option 1</b>			<b>\$</b>
Bid Option 2: More Than 10 Days Delivery - Available on Backorder	2	\$	\$
<b>Grand Total Bid Option 2</b>			<b>\$</b>

Standard Warranty (State Length of Time/Coverage) \_\_\_\_\_

Have all Bid Specifications been met? Yes \_\_\_\_\_ No \_\_\_\_\_

If not, explain: \_\_\_\_\_

How many Vehicle(s) are available for immediate delivery? \_\_\_\_\_

If Vehicles are not available for immediate delivery or within the 90 days,

Please specify: Delivery to be \_\_\_\_\_ days after order is placed.

Can bid pricing be held for **90days** after award? Yes \_\_\_\_\_ No \_\_\_\_\_

If No, what is the last day vehicle(s) can be ordered at this price? \_\_\_\_\_

\_\_\_\_\_  
COMPANY NAME



If required, can you provide the following insurance?

- ▶ Workers' Compensation.....Yes\_\_\_\_ No \_\_\_\_\_
- ▶ Comprehensive General Liability.....Yes\_\_\_\_ No \_\_\_\_\_
- ▶ Automobile Liability Insurance.....Yes\_\_\_\_ No \_\_\_\_\_

Company Name: \_\_\_\_\_

Address:(Mailing) \_\_\_\_\_

\_\_\_\_\_

(Physical) \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact: \_\_\_\_\_

E-mail: \_\_\_\_\_

(Print Name)

\_\_\_\_\_  
OFFICER'S SIGNATURE

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_

**NOTE: "ANY MATERIAL REQUESTED TO BE CONSIDERED AS CONFIDENTIAL IN NATURE MUST BE PLACED IN A SEPARATE ENVELOPE CLEARLY MARKED CONFIDENTIAL; PROVIDED, SUCH MATERIAL WILL BE TREATED AS CONFIDENTIAL BY MONTGOMERY COUNTY ONLY TO THE EXTENT ALLOWABLE IN THE GOVERNMENT CODE, CHAPTER 552 OF THE PUBLIC INFORMATION ACT AND EXCEPT WHERE REQUIRED BY COURT WITH COMPETENT JURISDICTION TO RELEASE INFORMATION. IF ITEMS ARE NOT PLACED IN AN ENVELOPE AND MARKED CONFIDENTIAL, MONTGOMERY COUNTY WILL NOT BE LIABLE FOR DISCLOSING THE INFORMATION.**

**ADDENDA**

If applicable, bidder, acknowledge receipt of the following Addenda:

Addendum #1 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #3 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #2 \_\_\_\_\_ Date \_\_\_\_\_

Addendum #4 \_\_\_\_\_ Date \_\_\_\_\_

**MONTGOMERY COUNTY  
STANDARD PURCHASE TERMS AND CONDITIONS**

**PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY, YOU ARE RESPONSIBLE FOR FULFILLING ALL SPECIFICATIONS AND REQUIREMENTS.**

1. **BID FORM COMPLETION:** MONTGOMERY COUNTY is aware of the time and effort you expend in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy as possible so that all responsible vendors can compete for the County's business.

Fill out completely and return the number of copies specified per the Invitation to Bid in a sealed envelope properly marked with NAME OF BID ITEM and clearly stating DO NOT OPEN IN MAIL ROOM. Original bid shall be clearly marked "**ORIGINAL**" and contain all original signatures.

Electronic Signatures can be accepted on documentation that requires signatures. If there is a question regarding the authenticity of the signature Montgomery County Reserves the right to request verification.

Bidder shall provide with the bid response, all documentation required herein. Failure to provide this information may result in rejection of bid.

2. **LUMP-SUM OR UNIT PRICE METHOD:** A purchase may be proposed on a lump-sum or unit price basis. If the County chooses to use unit pricing in its notice, the information furnished bidders will specify the approximate quantities estimated on the best available information, but the compensation paid the bidder will be based on the actual quantities purchased.

Extended totals and/or the sum of all extended totals will be used for evaluation purposes. Where there is an error in the extension of prices, the unit price shall govern. Vendors shall take due care when extending prices.

3. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

- a) have adequate financial resources, or ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Montgomery County may request representation and other information sufficient to determine Bidder's ability to meet the minimum standards listed above.

4. **REFERENCES:** Montgomery County requests Bidders to supply, in response to this Invitation to Bid, a list of at least five (5) references where like services have been supplied by the bidder. Include name of firm, contact person, address, telephone number and fax number. A negative reference can result in a vendor not receiving a bid award.

5. **REQUIRED BID BOND:** If the contract is for the construction of public works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road, or like improvement, Bidder shall submit a bid bond in the amount of (5%) of the bid amount. County may, by special provision, require submission of a bid bond in the amount of (5%) of the bid amount for any other contract where the bid amount shall exceed \$100,000.00. Commissioners' Court also has the option to require a bid bond in the amount of (5%) of the bid amount if the total bid amount is less than \$100,000.00. Where required, the bid bond shall accompany submission of the bid and must be executed by a corporate surety authorized to do business in the State of Texas.
6. **REQUIRED PERFORMANCE BOND:** If the contract is for the construction of public works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road or like improvement, and the contract price shall exceed the sum of \$100,000.00, the successful Bidder may be required to submit a performance bond conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. County may, by special provision, require the submission of a performance bond for any other contract where the contract price shall exceed the sum of \$50,000.00. Commissioners' Court also has the option to require a performance bond for any other contract where the contract price is less than the sum of \$50,000.00. Where required, the performance bond shall be submitted by the successful Bidder within twenty (20) days of the award of the bid. Performance bonds shall be in an amount equal to the contract price and must be executed by a corporate surety authorized to do business in the State of Texas.
7. **REQUIRED PAYMENT BOND:** If the contract is for the construction of public works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road or like improvement, and the contract price shall exceed the sum of \$25,000.00, the successful Bidder may be required to submit a Payment Bond for the protection of all claimants supplying labor or materials in connection with the prosecution of the work provided for in the contract. Commissioners' Court also has the option to require a Payment Bond if the contract price is less than \$25,000.00. Where required, the Payment Bond shall be submitted by the successful Bidder within twenty (20) days of the award of the bid. Payment bonds shall be in an amount equal to the contract price and must be executed by a corporate surety authorized to do business in the State of Texas.
8. **AWARD:** The Commissioners' Court of Montgomery County (County) reserves the right to award the contract to the **LOWEST, BEST AND MOST RESPONSIBLE BID** in accordance with laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject all bids or require new bids if deemed in the best interest of the County. By law, County is not obligated to accept a non-compliant low bid. County reserves the right to award bids on the lump sum or "unit price" basis, whichever is deemed in the best interest of Montgomery County. **Alternate bids will not be accepted.**

To obtain results, or if you have any questions, please contact the Purchasing Office at (936) 539-7980.

9. **CONTRACT FULFILLMENT:** Bidders shall fill in and sign the attached contract, and attach a copy of vendor's Assumed Name Certificate or Corporate Certificate, or supply sufficient proof of the existence of such Certificate, in order for your bid to meet Montgomery County Bid Requirements.

The Commissioners' Court of Montgomery County must, by law, award all contracts, and the Commissioners' Court must execute all contracts and agreements before they become binding on the County.

This bid, when properly accepted by Montgomery County, shall constitute a contract equally binding between the successful Bidder and Montgomery County. No different or additional terms will become a part of this contract, with the exception of Change Orders. Upon acceptance and approval of the Montgomery County Commissioners' Court, this bid and its contents become part of the contract between the awarded vendor(s) and Montgomery County for the time period designated. Department heads are NOT authorized to sign any kind of supplemental or binding purchase, lease or rental agreements for goods or services for County. All supplemental agreements are subject to approval of Commissioner's Court. Binding agreements shall remain in effect until all products and/or services covered by this contract have been satisfactorily delivered and accepted. If the contract is intended to cover a specific time period, said time will be noted in the specifications. If a bid bond is required, it will be requested in the package.

10. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Purchasing Agent and approved by Commissioners' Court.
11. **PRICING (if applicable):** Prices for all goods, and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. All prices must be written in ink or typewritten. Pricing on all transportation, freight or other charge is to be prepaid by the contractor and included in the bid prices, unless otherwise agreed to by both parties. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant costs, or forfeit the right to payment. Payment to Bidder by County in such cases will be made on a "pay as you go" basis, if a term contract. The delivery ticket shall be submitted to the using department after deliveries are made. Subsequent payment will be made in the regular course of County disbursement. All invoices shall be mailed directly to the Montgomery County Auditor, P.O. Box 539, Conroe, TX, 77305.

If during the life of the contract, the successful Bidders net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Montgomery County.

**A price re-determination** may be considered by Montgomery County with appropriate backup, substantiated in writing (i.e., manufacturer's direct cost, postage rates, Railroad Commission Rates, Wage/Labor Rates, etc.). The Bidder's past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. County reserves the right to accept or reject any/all of the price re-determination as it deems to be in the best interest of Montgomery County.

12. **DELIVERY:** The successful Bidder shall not deliver products or provide services as part of this contract without a Montgomery County Purchase Order signed by the Purchasing Agent. Successful Bidder shall not deliver products or services which exceed the amounts specified on the Purchase Order. All items shall be shipped FOB INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include delivering merchandise to the appropriate room designated by the using department. Receiving times may vary by department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m. Monday through Friday, except during the noon hour.

Bidders are advised to consult the using department for instructions. The fastest, most reasonable delivery time shall be indicated by the Bidder in the proper place on the bid sheet. Any special information concerning delivery from the Bidder should also be included, on a separate sheet if necessary, or under the Comment Section.

All delivery and freight charges (FOB Montgomery County destination) are to be included in the bid price.

13. **PACKING SLIPS:** Packing Slips or other suitable shipping documents shall accompany each special order shipment and shall show:
- a) name and address of successful Bidder;
  - b) name and address of receiving department and/or delivery location;
  - c) Montgomery County Purchase Order Number; and
  - d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
14. **TERMINATION:** During the term of the contract, County retains the right to immediately cancel any agreement between the parties hereto should goods, materials, or services supplied by Bidder not meet specifications. County also retains the right to cancel the contract due to budget restraints. In any case, with or without cause, County may terminate any agreement upon thirty (30) days written notice deposited in the United States mail.
15. **PAYMENT TERMS:** Unless otherwise specified by Montgomery County Commissioners' Court, payment terms will be "Net 30" after receipt of product(s), material(s), service(s) or invoice, whichever is later.
16. **RECORDS:** Contractors shall maintain records for one year after project has been accepted by Montgomery County.
17. **NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of County to limit or restrict bids, but to establish the type and desired quality level of merchandise. Bidders may offer comparable items and the burden of proof rests with them. Any reference to model and/or make/manufacture used in Bid Specifications is descriptive, not restrictive. Bids on items of like quality will be considered. County shall act as sole judge in determining equality and acceptability of items offered. Design, strength, and quality of materials must conform to the highest standards of manufacturing practice. To qualify an item as equal to that specified, the Bidder shall submit evidence that the material is equal in quality, workmanship, performance, etc.
18. **COLOR SELECTION:** The determination of colors of woods, vinyl, fabrics or any other materials is a right reserved by the using department unless otherwise specified in the bid. When colors are not specified, a color chart must be provided. If the Bidder fails to get color approval prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
19. **INSPECTIONS:** County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements. When requested, demos or samples shall be furnished free of expense to Montgomery County. If a Bidder bids on an item and cannot furnish a sample of said item for review, County reserves the right to reject the offer as inadequate.
20. **MAINTENANCE:** Maintenance shall, if possible, be available to County for bid equipment. Cost for this service shall be shown on the bid sheet as an annual cost. If the County opts to include maintenance, said cost will be shown on the bid sheet and will commence only upon expiration of applicable warranties.
21. **FUNDING OUT:** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor for the purpose of satisfying County's obligations under the terms and provisions of the agreement; and notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's

obligations under the terms and provisions of the contract. The sole and exclusive remedy of Bidder shall be to take possession of any goods or materials not fully purchased by County or to terminate the contract.

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

22. **TAXES:** County is a body corporate and political subdivision under the laws of the State of Texas and claims exemption from Limited Sales and Use Tax to the State of Texas, under Texas Tax Code Ann. Section 151.309, as amended. Exemption Certificates will be provided to Bidder upon request. County is subject to Federal Excise Tax.
23. **LICENSES:** Seller is responsible for obtaining and keeping current requisite licenses and permits necessary for the activities under the contract, including ensuring that any drivers employed by Bidder are properly licensed.
24. **ASSIGNMENT:** County shall have the right to sell, transfer or assign, in whole or in part, all of its rights and obligations hereunder. In such event and upon the assumption of such transfer of County's obligations hereunder, no further liability or obligation shall thereafter accrue against County. The successful Bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Montgomery County Commissioners' Court or appointed agent.
25. **WARRANTY:** Successful Bidder shall warrant that goods, materials, or services delivered to County shall conform to the proposed specifications and/or all warranties as set forth therein and stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Bidder shall furnish all data pertinent to warranties or guarantees which apply to items in the bid.  
  
Items supplied under this contract shall be subject to Montgomery County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the County. If item is not picked up within reasonable time after notification, the item will become a donation to the County for disposition.
26. **NOTICE:** All notices required hereunder shall be deemed to have been properly given when made in writing and sent by mail with adequate postage in the United States mail.
27. **SAVINGS CLAUSE:** Notwithstanding any of the terms and provisions hereof being in violation of, or prohibited by, any law, statute or ordinance of the United States, or County, or municipality, such terms and provisions shall be deemed severable without right in such instance to have such offending clause herein reformed to comply with the applicable law, both parties hereby agreeing to act in good faith with diligence to reasonably effect such reformation.
28. **WAIVER:** The failure of either party hereto, in any or more than one instance, to insist upon the performance of any other terms, covenants, or conditions of this Agreement or to exercise any right or privilege, or the waiver by either party of any breach of any of the terms, covenants, or conditions of this agreement, shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

29. **INDEPENDENT CONTRACTOR:** Bidder enters into this agreement with the status of an independent contractor and is to adopt its own means and methods to accomplish this agreement; County only controlling the end result of the agreement, but not the manner in which the result is achieved.
30. **TEXAS LAW:** This agreement will be governed and construed according to the laws of the State of Texas and is performable in Montgomery County, Texas. The successful Bidder and Montgomery County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

Bid must comply with all federal, state, county and local laws concerning these types of services.

31. **POLLUTION:** Bidder agrees to comply with all State and Federal regulations and laws pertaining to pollution control and prevention.

Safety Data Sheet(s) must be furnished, as required by law, if applicable to the product/service being sold.

32. **TORT CLAIM:** County shall be responsible for the acts or failure to act of its employees, agents, or servants, but provided, however, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and Laws of the State of Texas, particularly the Texas Tort Claims Act.

33. **INDEMNIFICATION:** The parties agree that under the Constitution and Laws of the State of Texas, County cannot enter into a contract whereby it agrees to indemnify or hold harmless any other party; therefore, all references of any kind to indemnifying, holding or saving harmless for any reason whatsoever is of no effect.

**BIDDER AGREES TO DEFEND AND INDEMNIFY THE COUNTY FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES AND EXPENSES, INCLUDING COURT COSTS AND REASONABLE ATTORNEY'S FEES, AND ALL LOSS, DAMAGE OR INJURY, OR DEATH RESULTING THERE FROM, TO BIDDER'S PROPERTY OR PERSONNEL, OR THE PROPERTY OR PERSONNEL OF SUBCONTRACTORS OF BIDDER ARISING OUT OF OR IN CONNECTION WITH AND DURING THE OPERATIONS UNDER THIS AGREEMENT. BIDDER IS TO MAINTAIN SUFFICIENT INSURANCE COVERAGE ON IT'S PERSONNEL AND PROPERTY, AND REQUIRE IT'S SUBCONTRACTORS TO MAINTAIN SUFFICIENT INSURANCE TO COVER THE ABOVE EVENTUALITIES.**

Any loss, damage, injury or death to personnel or property under this agreement shall be sent by certified or registered mail to the County Attorney's office within ten (10) days. Such written report shall be a full and complete account of the incident.

**IN ADDITION, BIDDER REPRESENTS AND WARRANTS UNTO COUNTY THAT THE USE OR CONSTRUCTION OF ANY AND ALL TOOLS, EQUIPMENT, PRODUCTS, OR SERVICES FURNISHED BY BIDDER SHALL NOT INFRINGE UPON ANY PATENT OR LICENSE WHICH HAS BEEN ISSUED OR APPLIED FOR; ACCORDINGLY, THE BIDDER SHALL INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF ANY KIND AND CHARACTER IN FAVOR OF OR MADE BY ANY PATENTEE, LICENSEE, OR CLAIMANT OF ANY RIGHT OR PRIORITY TO ANY SUCH TOOL, EQUIPMENT, PRODUCT OR SERVICE, OR THE USE OF CONSTRUCTION THEREOF.**

34. **SPECIFICATIONS:** In the event any conflict arises between Bid Specifications approved by the County and the final approved Contract, the Contract shall rule and take precedence.

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

35. **INSURANCE:** County may request Bidder to provide, before award, Certificates of Insurance relating to categories of insurance:
- a) Workers' Compensation
  - b) Comprehensive General Liability Insurance
  - c) Automobile Liability Insurance

Montgomery County requires the Vendor maintain in force such insurance as will protect themselves and the County from claims which may arise out of, or result from the execution of, the work, whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

36. **LATE BIDS:** Bids received by Montgomery County Purchasing Department's office after submission deadline will be considered void and unacceptable. Montgomery County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the County Purchasing Department's office shall be the official time of receipt.
37. **ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
38. **WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the vendor after submission, without the permission of Montgomery County.
39. **CONFLICT OF INTEREST:** Potential bidders/proposers are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176.
40. **ADDENDA:** Any interpretations, corrections, or changes to this Invitation to Bid and Specifications will be made by Addenda. Sole issuing authority of Addenda shall be vested by Montgomery County Purchasing Agent. Addenda will be mailed, faxed or emailed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of the Addenda.
41. **COMMENTS:** All bids meeting the intent of this Invitation to Bid will be considered for award. The absence of any comments shall indicate that the Bidder shall perform said services in strict accordance with the specifications of the invitation. County reserves the right to accept any and all, or none of the comment(s), as deemed to be in the best interest of Montgomery County.
42. **INTERLOCAL PARTICIPATION:** Additional governmental entities may purchase from this bid, contingent upon mutual agreement between vendor and other governmental entities. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
43. **CONFIDENTIALITY:** Any material requested to be considered as **CONFIDENTIAL** in nature must be placed in a separate envelope clearly marked **CONFIDENTIAL**; provided, such as material will be treated as confidential by Montgomery County only to the extent allowable in the Government Code, Chapter 552 of the Public Information Act and except where required by Court with competent jurisdiction to release information. If items are not placed in an envelope and marked **CONFIDENTIAL**, Montgomery County will not be liable for disclosing the information.



44. **FUEL PRICE ESCALATION:** Due to the inability to foresee fuel prices in today's market, a fuel adjustment will be considered when the following procedures are met:

1. Pricing must remain firm for the first six (6) months after the award of contract and can only be reviewed for adjustment every three (3) months thereafter.
2. Awarded Vendor must submit request for fuel adjustment in writing.
3. The fuel surcharge will be listed as a separate item on the Vendors' invoice.
4. The awarded Vendor may not have price increases and fuel increases simultaneously.

Upon receiving the above information from the Vendor, Montgomery County will review the increase request and recommend to the Montgomery County Commissioners' Court one (1) of the following:

1. Accept the increase
2. Reject the increase
3. Re-bid the entire contract

**NOTE REGARDING BLANKET CONTRACTS:** If this bid is a Blanket Contract, all orders will be issued on an "as required" basis with a Purchase Order Number. Vendor is responsible for providing "per unit" price and the purchase order number on the invoice for each purchase. Montgomery County reserves the right to add and/or delete item(s) from the contract when in the best interest of the County.

45. **ANNUAL CONTRACTS:** Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. The Bidder being interested in any litigation between both parties.
2. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
3. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
4. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.

Due Care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. Montgomery County and its representatives will not be responsible for any errors or omissions in these specifications, nor the failure on part of the proposer to determine the full extent of the exposure.

46. **SCANNED OR RE-TYPED RESPONSE:** If in its response, offeror either electronically scans, re-types or in some way reproduces the County's published bid package, then in the event of any conflict between the terms and provisions of the County's published bid package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's bid package *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is not being performed, the contract is subject to immediate cancellation.

47. **DIGITAL FORMAT:** If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is not being performed, the contract is subject to immediate cancellation.

48. **CONTACT RESTRICTIONS:** Responders shall not contact any County personnel, **to include all entities/persons contracted to do business with the County**, during the process, other than Gilbert Jalomo, Jr., Purchasing Agent, without the express permission from the Office of the County Purchasing Department. Any Responder who has made site visits, contacted personnel, or distributed any literature without authorization may be disqualified. The County Purchasing Department may initiate discussion with Responders. Discussions may not be initiated by Responders. The County Purchasing Department expects to conduct discussions with Responder personnel authorized to contractually obligate the Responder with an offer.

49. **DISCLOSURE OF INTERESTED PARTIES:** Per Government Code, Statute §2252.908, effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties" by the participating vendor. Form 1295 is also required for any and all contract amendments, extensions or renewals. A sample of the form will be included in every Bid, RFP and RFQ. Vendors are required to visit the Texas Ethics Commissions website ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) and create a 1295 Certificate. After creating the form it must be printed, signed and notarized and included with the bid/proposal submission. Publicly owned companies are exempt from the 1295 requirement

50. **FORCE MAJEURE:**

Definitions

In this Clause, "Event of Force Majeure" means an event beyond the control of the County and the Contractor, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, and floods);
- b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo;
- c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors; or
- f) acts or threats of terrorism.

Consequences of a Force Majeure Event

Neither the County nor the Contractor shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date. The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Contractor is prevented from executing its obligations by the Event of Force Majeure, it shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with good operating practices. If and to the extent that the Contractor suffers a delay during the Construction Period as a result of the Event of Force Majeure, then it shall be entitled to a reasonable extension for the Time for Completion.

- 51. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES:** Respondent/Bidder/Proposer represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent/Bidder/Proposer shall promptly notify Montgomery County. *[Per 87(R) S.B. 13 effective 9/1/21]*
- 52. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Respondent/Bidder/Proposer verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent/Bidder/Proposer shall promptly notify Montgomery County. *[Per 87(R) S.B. 19 effective 9/1/21]*
- 53. DEBARMENTS:** Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Montgomery County Purchasing Agent. False certification or failure to notify may result in termination of the Contract for default.
- 54. MONTGOMERY COUNTY ETHICS TRAINING:** In compliance with Chapter 161 of the Texas Local Government Code, vendors must complete this training at least once per year when doing business with Montgomery County, Texas. Any vendor involved in a single procurement exceeding \$50,000.00 must complete training on the Montgomery County Code of Ethics. This training certificate must be completed and submitted with each bid or proposal, in response to a request for qualifications or proposals, or otherwise contracting with the county. The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The Purchasing Department will confirm that each responder has completed the required training affidavit prior to considering a bid or proposal and shall disqualify responders that have not completed the training. This training requirement does not apply to emergency purchases.  
Training can be found at  
[https://www.mctx.org/departments/departments\\_d\\_-\\_f/ethics\\_commission/online\\_training.php](https://www.mctx.org/departments/departments_d_-_f/ethics_commission/online_training.php)

REFERENCES

1. COMPANY NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_
  
2. COMPANY NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_
  
3. COMPANY NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_
  
4. COMPANY NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_
  
5. COMPANY NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

## COUNTY PURCHASING AGENT

O qpv i qo gt { County, Texas

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent

(; 58) 982/8; 28  
Fax (; 58) 982/8; 98

### Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input type="checkbox"/> O qpv i qo gt { County    Other: _____	
Phone/Fax Number	Phone: _____	Fax: _____
Contact Person		
E-mail		
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> SBE-Small Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business <b>Certification #</b> _____ <input type="checkbox"/> WBE-Women's Business Enterprise <b>Certification #</b> _____ <input type="checkbox"/> MBE-Minority Business Enterprise <b>Certification #</b> _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
Eqo o qf kkgu (Please enter all that apply).		

**PLEASE NOTE:** W-9 needs to be attached in order to be entered into our system

**ACKNOWLEDGMENT**

**CORPORATE**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of the \_\_\_\_\_ Corporation, who being by me first duly sworn, deposed and said that he/she had executed the above and foregoing Document in the capacity stated as the authorized act and deed of said Corporation.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**PARTNERSHIP**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, a General Partner of the \_\_\_\_\_ Partnership, who being by me first duly sworn, deposed and said that he/she had executed the above and foregoing Document in the capacity stated as the authorized act and deed of said Partnership.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT CONTINUED**

**INDIVIDUAL OR SOLE PROPRIETORSHIP**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, an individual doing business as \_\_\_\_\_, who being by me first duly sworn, deposed and said that he/she had executed the above and foregoing Document in the capacity stated and for the purposes and consideration set forth therein.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name \_\_\_\_\_

Commission Expires \_\_\_\_\_

**\*(EXECUTE APPROPRIATE ACKNOWLEDGMENT FOR CORPORATION, PARTNERSHIP OR INDIVIDUAL CONTRACTOR.)**

# Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> 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.</p> <p> <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         </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <b>Note:</b> 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 <b>not</b> 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.         </p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____         </p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**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.

<b>Social security number</b>								
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<b>or</b>								
<b>Employer identification number</b>								
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-	-	-	-					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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**General Instructions**

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

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

**Purpose of Form**

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



By signing the filled-out form, you:

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

**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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**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 in the 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 his or her 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 exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship 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 is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee 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 requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States 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 no longer are 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.

a. **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: 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 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **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. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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.

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### 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 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in 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)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, 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 possession
- 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
- 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 of noncovered 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 \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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) written or printed 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)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, 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)(i)

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(g) plan

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

## Line 5

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, write 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 individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, 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). Do not enter the disregarded entity's EIN. If the LLC is classified 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 1-800-772-1213. 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/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. 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 SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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

## 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 (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**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](mailto: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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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 to 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 civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may 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, dividend, 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.

**BIDDER/OFFEROR SELF CERTIFICATION**

- 1.) The Bidder/Offeror certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that the services rendered will comply with the terms of the solicitation or contract.
  
- 2.) The Bidder/Offeror certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Description of Commodity or Service: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

## CERTIFICATION REGARDING LOBBYING

The Bidder/Offeror certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

SIGNATURE \_\_\_\_\_ COMPANY \_\_\_\_\_

NAME & TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 requires Montgomery County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the potential contractor accepts the following terms:

- 1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or Montgomery County may pursue available remedies, including suspension and/or debarment.
- 2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
- 4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or Montgomery County as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? .....  Yes  No

- 5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
- 6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
- 7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or Montgomery County may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Tax ID No	Contract No (if applicable)
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Printed/Typed Name and Title of Authorized Representative

\_\_\_\_\_ Signature of Authorize Representative      \_\_\_\_\_ Date



**CERTIFICATION**  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between Montgomery County or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
  - a. Principal investigators.
  - b. Providers of audit services required by Montgomery County or federal funding source.
  - c. Researchers.

Debarment. An action taken by a debarring official in accordance with the most current applicable federal regulations to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person’s eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by Montgomery County or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with the most current applicable federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is “suspended”.

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

The undersigned affirms he/she is duly authorized to submit this proposal and execute a contract in accordance with the terms of this BID/RFP, that this bid/proposal has not been prepared in collusion with any other respondent, and that the contents of this bid/proposal have not been communicated to any other respondent prior to the official opening of this bid/proposal.

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State/Zip

Employer Identification Number: \_\_\_\_\_

CORPORATE SEAL IF SUBMITTED BY A CORPORATION

# Israel Boycott Statement Explanation

## 1. Prohibition on Investment in companies that boycott Israel

- 1.1 SECTION 1. Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:
- (1) "Boycott Israel" has the meaning assigned by Section 808.001.
  - (2) "Company" has the meaning assigned by Section 808.001 except that the term does not include a sole proprietorship.
  - (3) "Governmental entity" has the meaning assigned by Government Code, Section 2271.002.
- PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:
- (a)
    - (1) is between a governmental entity and a company with 10 or more full-time employees; and
    - (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental agency.
  - (b) 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.

## 2. Prohibition on contracting with a company doing business with Iran, Sudan, or a foreign terrorist organization

- 2.1 Prohibition on contracts with certain companies per Government Code 2252.151  
Definitions:
- (1) "Company" has the meaning assigned by Section 806.001.
  - (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
  - (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.
  - (4) "Governmental entity" has the meaning assigned by Government Code, Section 2252.001.
- 2.2 Section 2252.152 - Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.
- 2.3 Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

# Mandatory

## Israel Boycott Statement

Date: \_\_\_\_\_

Name of Individual: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name of Proponent: \_\_\_\_\_

County of Proponent: \_\_\_\_\_

Individual on oath swears that the following statements are true:

1. Individual has the authorization by Proponent to make this statement for Proponent.
2. Individual is fully aware of the facts stated in this statement.
3. Individual can read the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract.

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Address

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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