



Onondaga County
Executive Department
Division of Purchase

John H. Mulroy Civic Center, 13th Floor
421 Montgomery Street
Syracuse, NY 13202
www.ongov.net
Phone (315) 435-3458

J. RYAN MCMAHON, II
County Executive

DANIEL HAMMER
Director

BID REFERENCE: SCSD-006-26

Date: July 21, 2026

BID PROPOSAL

Sealed bids for furnishing **Athletic Uniforms** will be received at the Office of the Purchasing Director, 421 Montgomery Street, Syracuse, NY 13202 until two (2) o'clock P.M. (local time) on August 6, 2026.

The City of Syracuse reserves the right to reject any or all bids.

No Bid Security is required.

No Performance Security is required.

Bidders must use the proposal form and envelope furnished by the Division of Purchase or an envelope that is clearly marked with your company name, the bid reference number and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

Required for department: Syracuse City School District Athletic Department

Daniel Hammer
Director

SPECIAL CONDITIONS

Contract Type: This solicitation seeks goods, equipment, or services to be provided to the County from time to time as its needs arise during the duration of the resulting term contract, where such may include, without limitation, forms of contracts typically known as term price agreements, blanket agreements, or term blanket contracts.

Term: The duration of the resulting blanket price agreement shall be from August 7, 2024 through August 6, 2027.

Renewal: The blanket agreement may be renewed under the same terms and conditions for two (2) additional one (1) year period upon written consent of both parties.

Extension: The County reserves the right to extend the period of the contract sixty (60) days beyond the specified expiration date of the contract

Payment: Payments will be made with the PeopleSoft Purchase Order, receipts, vendor's original invoice and voucher.

Method of Award: Award will be made in whole or in part to one or more vendor(s) and may be made by quadrant, group, per item or any method deemed to be in the best interest of the Syracuse City School District.

Delivery Location for Uniforms

SCSD BOVA Supply Center
1023 Erie Blvd West
Syracuse, NY 13204
315-435-4422

Minimum Order: No minimum order, freight, fuel, or handling charges shall apply to any purchase order issued.

Quantities: Any quantities listed in the proposal are estimated only. The contract, however, shall be for the quantities actually ordered during the contract period.

Purchase Schedule: Please note Syracuse City School District Schools and Athletic Teams order throughout the school year as needed. There will not be one lump order.

Living Wage: All wages paid shall be subject to the provisions of the City of Syracuse Living Wage Ordinance and subject to such audits as may be required. All employees, as applicable under the contract, will be paid at such authorized rates as indicated in said ordinance and any updates thereto. Please refer to Item #23 in our Instructions to Bidders/General Conditions. Additional information regarding the Living Wage Ordinance may be found in the City's website at www.syr.gov.net.

SPECIAL CONDITIONS (cont.)

Price Adjustments: The County recognizes this product or service has a price component that may have a commodity with changing costs. The Contractor/Supplier may request a Price Adjustment no more frequently than once each quarter (3-month period).

A Price Adjustment request must be made in writing and include the reason for the request, documentation supporting the request (i.e., commodity increases), the current pricing, and the requested revised pricing. The County will review the Price Adjustment request. If the Price Adjustment is deemed reasonable the Price Adjustment request will be accepted by written acknowledgement. If the request is not accepted the County may entirely reject the request or may counter with revised pricing. In either case the County will provide a written explanation in support of the decision.

The Director of Purchasing may use available indexes (e.g., CPI or PPI) to determine if the requested Price Adjustment is reasonable. Typically, a Price Adjustment that exceeds 5% will not be approved unless very unusual and significant changes have occurred in the industry.

In the event industry costs decline, the County shall have the right to receive, from the Contractor, a reasonable reduction in prices/pricing that reflect such cost changes in the industry. The Contractor will notify the County promptly of any Price Adjustment that decreases costs (i.e., commodity decreases). The County will make a written request to the Contractor for a Price Adjustment in writing with supporting documentation.

Bid Results: Bid results will be available on our website by 3 PM on the date of the bid opening. Go to www.ongov.net, follow the departmental link to “Purchasing”, select the “Bid Results” tab on the left, and then follow the instructions. Please be sure to have the Bid Reference number available.

Contact Person: Please address any and all questions, in writing, to Brian Chairmonte, Specification Writer, Division of Purchase at brianchairmonte@ongov.net, by close of business on July 28, 2026.

MINIMUM SPECIFICATIONS

Purpose

The City of Syracuse School District Athletic Department is seeking to purchase athletic uniforms; as specified; delivered.

Athletic Uniforms

The Syracuse City School District reserves the right to award this bid by item award or by group award, whichever is in the best interest of the District.

Attached is the Manufacturer Discount % Bidder Response Form. Bidders will use the attached bid proposal form to indicate the discounted % off of published MSRP. Please enter any discounts you offer for items available from that manufacturer.

All % quoted must include shipping, handling, fuel surcharges, inside delivery etc. unless a minimum \$ dollar amount is indicated for each purchase order. All personalization as necessary is to be included in the pricing (i.e. school name, athlete name, athlete number, etc.).

Samples or inspection of product may be requested to determine suitability before ordering. Samples, when requested, shall be furnished free of expense to the District. The District, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

Warranty/Guarantee

The bidder must include a copy of the standard warranty with the bid response. All items shall be guaranteed for a minimum period of one (1) year against defective materials and workmanship. If defects occur during this time, the defective items shall be replaced or corrected by the contractor without cost to the Syracuse City School District except where it shall be clearly shown that the defect is due to misuse and not to faulty manufacture.

PRICING PAGES

Furnish athletic uniforms for the City of Syracuse School District; as specified; delivered.

MANUFACTURER	% DISCOUNT OFF MSRP	SPECIAL NOTATIONS
ADIDAS		
ASICS		
AUGUSTA SPORTWEAR		
BADGER		
BISON		
BRINE		
BRUTE		
CASCADE SPORTS		
CHAMPION		
CHAMPION CLOTHING		
CHAMPRO		
CHARLES RIVER		
CLIFF KEEN ATHLETIC		
DIADORA		
DON ALLESON		
DUDLEY		
DYNAMIC TEAM SPORTS		

Vendor Name: _____

PRICING PAGES (cont.)

MANUFACTURER	% DISCOUNT OFF MSRP	SPECIAL NOTATIONS
EASTON		
FISHER ATHLETIC		
GAME		
GOAL SPORTING		
GRAYS		
HIGH 5		
HOLLOWAY SPORTSWEAR, INC		
JAYPRO SPORTS		
KWIK GOAL		
LOUISVILLE SLUGGER		
MAJESTIC		
MARTIN SPORTS		
MATMAN WRESTLING COMPANY		
MCDAVID		
MIZUNO		
MOLTEN		
MUELLER		
NEW BALANCE		

Vendor Name: _____

PRICING PAGES (cont.)

MANUFACTURER	% DISCOUNT OFF MSRP	SPECIAL NOTATIONS
NIKE		
OUTDOOR CAP		
PACIFIC HEADWEAR		
PACIFIC HEADWEAR		
PORT AUTHORITY		
PUKKA HEADGEAR		
RAWLINGS SPORTING GOODS		
RICHARDSON CAP COMPANY		
RIDDELL		
RUSSELL ATHLETIC		
SCHUTT		
SPALDING		
SPEEDO		
SPORT-TEK		
STX		
TACHIKARA		
UNDER ARMOUR		
VARSITY		

Vendor Name: _____

PRICING PAGES (cont.)

MANUFACTURER	% DISCOUNT OFF MSRP	SPECIAL NOTATIONS
WARRIOR		
WILSON		
WORTH		
ANY MANUFACTURER PROPOSED NOT LISTED ABOVE NAME:		

Delivery charges for purchase orders under the minimum amount of \$ _____

Exclusions to discounts: _____

Vendor Name: _____

PROPOSAL AND SIGNATURE PAGE

Director of Purchasing
Onondaga County Division of Purchase
421 Montgomery St.
Syracuse, NY 13202

I agree to provide all the material and/or labor in accordance with the furnished specifications to the County of Onondaga and/or its political subdivisions. I have clearly identified variations from the published specifications where applicable.

I have received, read, and agree to the terms and conditions as set forth in the Instructions to Bidders/General Conditions and any special terms or conditions as set forth in the special conditions or minimum specifications. I specifically read, understand, and certify in accordance with section 16.2.1 (non-collusion certification required for public bids), the Fair Employment reporting requirements (16.2.6) and the Iran Divestment (16.2.8). I am authorized by my company to make this commitment.

REFER TO MINIMUM SPECIFICATIONS AND PRICING PAGE

Addenda acknowledgment:

I have received and considered the following addenda in submitting this bid:

No. _____	Dated: _____
No. _____	Dated: _____
No. _____	Dated: _____

Signature: _____
Printed Name: _____
Title: _____

Firm Name: _____	Contact person: _____
Address: _____ _____	Phone _____

Purchase Order Address (if different than above): _____ _____	Fax Number: _____
	Federal ID Number: _____

E-Mail Address: _____

Note: Vendors **MUST** provide a W-9 Form with their bid. This form is attached at the end of Instructions to Bidders/General Conditions.

***This page Must be Signed and Returned
or your bid will be declared Informal!***

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (<https://www.ny.gov/combating-sexual-harassment-workplace/employers>)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____ Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

BID PROPOSAL

BID TITLE: Athletic Uniforms

BID NUMBER: #SCSD-006-26

IRANIAN DIVESTMENT CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief that each bidder is not on the list created pursuant to NY State Finance Law §165-a (3)(b) (<https://ogs.ny.gov/iran-divestment-act-2012>).

Each bidder and each person signing on behalf of any bidder further certifies under penalty of perjury, that to the best of their knowledge and belief, the bidder:

- (a) Does not provide goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND
- (b) Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector of Iran.

Under penalty of perjury, by signing below, I the above certification on behalf of the below named Firm. I further certify that I am duly authorized by the Firm to make this certification on behalf of the Firm.

Firm Name: _____ Date: _____

Signature of Authorized Person:

Printed Name and Title
of Authorized Person: _____

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS

1. Submission of bids:

1.1 Bids are publicly opened and read at 2 p.m. in the office of the Onondaga County Division of Purchase, 421 Montgomery Street, Syracuse, NY 13202 on the day bids are scheduled to be received.

1.2 Bids must be date and time stamped by the Division of Purchase prior to the specified time of the opening. No late bids are accepted for any reason. Bidder assumes all responsibility for on-time delivery to the Division of Purchase.

1.3 Bidders must use the proposal form and envelope furnished by the Division of Purchase or an envelope that is clearly marked with your company name, the bid reference number, and the date the bid is due when submitting their proposals. Envelopes must be sealed when submitted. Faxed bids are unacceptable.

1.4 Separate bid envelopes must be submitted for each bid reference number.

1.5 Bidders may submit bids on any one or group of items, provided that the unit prices are shown as requested.

1.6 Equipment offered in response to this bid request must be standard, new, the latest model or a regular stock product, with parts available and that the equipment and parts are not currently scheduled to be discontinued. Further, the bidder will guarantee that no attachment or part has been applied contrary to manufacturer's recommendations.

1.7 Special conditions in the specifications shall take precedence over any instructions to bidders/general conditions.

2. Required Submissions:

2.1 Each bid must be signed by the bidder.

2.2 Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

2.3 Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice-president or person authorized to bind in the matter. A corporate resolution may be required to confirm authorization.

2.4 Bids by agents of a manufacturer must be accompanied by a certification the agent is authorized if required.

2.5 Bid security, performance or other bonds when required shall be issued by a bonding company authorized to do business in New York State.

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS (cont.)

2.6 Bid security, when required, must be in the amount and form as stated in the legal advertisement, as a guarantee that if the bid is accepted a contract will be executed. Bid security deposits will be released when the written intent to award is issued of all but the three lowest bidders. Bids lacking bid security, when required, will not be eligible for award.

2.7 Performance Security, when specified, must be in the amount and form as stated in the legal advertisement. Performance security is generally required only in public works, construction, installation and certain term and service contracts. Performance security shall be of sufficient value to:

2.7.1 guarantee the contract for the faithful performance thereof;

2.7.2 guarantee all work and/or materials against all defects not due to ordinary wear and use for a period of one (1) year from date of the Municipality(ies) acceptance of the goods and/or services rendered and;

2.7.3 guarantee payment of any and all obligations arising as the result of the contract.

2.8 Labor and material bonds may be required in specific contracts to guarantee payment to workers and subcontractors.

2.9 When required, bidders shall fill out the material list and state clearly any variation from proposed products from that specified. Brand name and other information as necessary to be furnished on all items. Bidder should submit with bid any information, specifications, circulars, etc. that will explain or clarify the differences or compliance with the specifications.

3. Use of Brand Names:

3.1 References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work are offered are of equal quality to that specified and equally acceptable to the Municipality(ies) for its purposes. Exceptions must be clearly stated.

3.2 The Purchasing Director will determine equal products or services.

4. Pricing:

4.1 Prices must be stated in units of quantity specified. Prices submitted by bidders must be firm for 45 days from the date of the bid opening. Prices shall be in US funds only.

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS (cont.)

4.2 Prices bid shall be FOB prepaid to destination as designated. All charges for packing, crating, containers, etc. are included and being in strict accordance with specifications as shown. The price bid by the contractor shall be the price paid for all items to be furnished under this contract, irrespective of the time of shipment or delivery, unless otherwise provided.

4.3 Purchases by the Municipality(ies) are exempt from any Federal, state or city sales tax. Exemption certificates or proof of sales tax exemption will be provided upon request.

4.4 Where pricing is described in both words and numerals, the words will govern.

4.5 Cash or early payment discounts will not be considered in determining low bidder.

5. Withdrawal of Bids and Errors:

5.1 Bids may be withdrawn at any time prior to the bid opening by written request of the bidder.

5.2 Errors in math or omission may be grounds for withdrawal of the bid after the opening at the request of the bidder and at the discretion of the Purchasing Director upon written request. Such requests must be made as soon as the error is identified.

5.3 In case of error in extending the amount of the bid, the unit prices will govern.

6. Purchases by Other Governmental or Authorized Entities:

6.1 Purchases at prices quoted that result in a contract or purchase order contract with Municipality(ies) may be made by the City of Syracuse, each town and village, each school, fire, and solid and water conservation district eligible to purchase from this contract for the term of the contract.

In addition, the Municipality(ies) allow(s) all municipal entities authorized under the General Municipal Laws of the State of New York to purchase goods and/or services under this contract from anywhere in the state at the discretion of the vendor.

6.2 Any minimum order requirements, delivery charges or other deviations from the prices offered to Municipality(ies) applicable to eligible organizations must be clearly stated in the bid. No such charges will be permitted if not contained in the original bid.

7. Interpretations:

7.1 It is understood and agreed that in questions of interpretation in the specifications, the Purchasing Director does expressly have the right to determine the meaning and shall control the decision and such decision shall be binding and final. Corrections to errors, or omissions in specifications, may be made by the Purchasing Director, when such corrections are necessary for the proper fulfillment of the intention of such specifications.

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS (cont.)

7.2 Interpretations and questions relating to bid requirements, specifications, drawings, etc. must be submitted in writing to the contact person identified in Special Conditions not later than 7 calendar days prior to the bid opening. No interpretation will be made to any bidder orally. Interpretations made will be by addendum, if required, and provided to all known prospective bidders. Bidders bear full responsibility for accepting interpretations that are not by addendum issued through the Purchasing Division. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit its bid or to have inadvertently bid on certain items.

7.3 The Municipality(ies) reserve(s) the right to waive informalities in a bid if such waiver does not provide a competitive advantage to any bidder.

7.4 The bidder understands and agrees that no plea of ignorance relating to data, conditions, policies, or requirements of the Municipality(ies) will be accepted as a reason for failure or default on the part of the bidder to fulfill in every respect all the requirements of the contract. Nor will such claim of ignorance be the basis for any claim for increased compensation.

8. Method of Award:

8.1 The Municipality(ies) reserve(s) the right to reject any and all bids at their discretion, at any time before award, or if it is in the best interest of the Municipality(ies) to do so. The Municipality(ies) reserve(s) the right to accept any item in the bid, and to award the bid in whole or in part to the lowest responsible bidder within 45 days, unless otherwise specified, including the right to increase or reduce quantities.

8.2 Bids will be evaluated by the Division of Purchase and the department requiring the goods or services. A notice of intent to award will be issued only by the Division of Purchase.

8.3 Protests of companies, products or services being offered from competing bidders must be made as soon as possible, in writing, to the Division of Purchase.

8.4 In the event a lower bid is being rejected for any reason, the bidder will have 48 hours to explain before an intent to award will be issued to another bidder.

9. Inspection, Samples and Testing:

9.1 Material offered shall be available for inspection before delivery at a point agreed upon between the bidder and the Purchasing Director.

9.2 Samples are required to be furnished by the bidder at the request of the Purchasing Director. Samples are to be furnished at no cost to the Municipality(ies). Samples will be returned only at the cost of the bidder. Some samples may be retained for the life of the contract to verify delivery is in compliance with specifications.

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS (cont.)

9.3 It is understood and agreed by the bidder that deliveries tested by the Municipality(ies) and found not to meet specifications as set forth, bidder will be billed for the test.

10. Delivery:

10.1 Material is required on or before the delivery date in the specifications. The successful bidder is responsible for delivery in good condition to the designated destination.

10.2 No items are to be shipped or delivered until receipt of an official purchase order from the Municipality(ies) Division of Purchase or Onondaga County contract.

10.3 Guaranteed delivery date will be a consideration in making a contract award.

10.4 Failure to deliver as guaranteed may result in termination of the contract and also disqualify bidder from receiving contracts for at least two years. The Municipality(ies) will assume no liability for any expense or loss because of such termination.

10.5 All broken and/or damaged items received by the Municipality(ies) shall be replaced by the contractor, immediately, at his own cost and expense. The Municipality(ies) shall inspect all the items and notify the contractor of any damage as soon as it is discovered.

11. Notice to Proceed:

11.1 The successful bidder, when required, must return the signed contract, completed insurance certificate and performance security within fourteen (14) days from the date of the letter of intent to award.

11.2 No work shall begin, nor goods delivered until the contractor has in place the required insurance and security and receives a written notice to proceed, completed contract or purchase order as appropriate.

12. Hold Harmless:

12.1 The bidder, if awarded an order or contract, agrees to indemnify, defend and hold harmless the Municipality(ies), its officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the bidder, its employees or agents.

13. Insurance:

13.1 The bidder or contractor will furnish the amount of insurance determined and specified by the Municipality(ies).

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS (cont.)

13.2 The contractor agrees to obtain and maintain general liability insurance including comprehensive form, premises/operations, products/completed operations, broad form contractual, independent contractors, and personal injury, with minimum limits of not less than one million (\$1,000,000) dollars combined single limit for bodily injury and property damage.

13.3 The contractor will obtain automobile liability insurance, including for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage.

13.4 When required, the contractor shall provide to the Municipality(ies) a certificate of insurance evidencing the insurance requirements specified on the attached sample certificate and shall name the Municipality(ies) as an additional insured. The certificate shall contain a provision that the issuing company will notify the Director of Purchase by certified mail 30 days prior to any change in or cancellation of the policy.

13.5 The contractor further agrees to comply in all respects with all Federal, State and Municipality(ies) laws which pertain regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability insurance, hours of employment, wages, and Human Rights.

13.6 Contractor shall deliver to the County's Department of Law, before this contract may be made or performed and from time to time thereafter is reasonable, both a form certificate of insurance approved for use by New York's superintendent of insurance and copies of the declarations of each insurance contract referred to by such certificate of insurance, as evidence that the insurance coverage required for this contract is maintained by the Contractor. At the request of the County, Contractor shall deliver to the County's Department of Law a copy of any insurance contract referred to by such certificate of insurance.

14. Payments:

14.1 The Municipality(ies) will pay the bidder or contractor the amount of his bid upon the full and faithful performance of the contract, acceptance of materials and/or work by authorized municipal agent, and upon receipt of the vendor invoices from the receiving department.

14.2 Partial payments for delivered items or quantities of a bid may be made by the Municipality(ies) upon presentation of properly executed claim voucher or invoice, unless otherwise stated. The final payment will be made by the Municipality(ies) when the materials, supplies, equipment, or services have been fully delivered or completed to the full satisfaction of the Municipality(ies) Division of Purchase and the receiving department.

14.3 Unless otherwise specified, the Municipality(ies) may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract until final completion and acceptance of all work covered by the contract.

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS (cont.)

14.4 The contractor further agrees that the Municipality(ies) may withhold, out of any amounts due the contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under this contract; provided, that the notice in writing of such claims, signed by the claimants, shall have been previously filed.

14.5 The said contractor further agrees that he shall not be entitled to demand or receive any payment except in the manner set forth in this contract.

15. Warranty:

15.1 Municipality(ies) requires a one-year warranty from the date of acceptance to correct at no additional cost to the Municipality(ies) any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid. Should manufacturer's, products or bidder's warranty extend longer than Municipality(ies) one year requirement, the remaining term of the bidder's warranty will be in effect at the conclusion of the Municipality(ies) required warranty.

15.2 Municipality(ies) do(es) not accept exceptions to implied warranties of suitability or merchantability. Municipality(ies) do(es) not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

16. Governing Laws and Regulations:

16.1 The bidder is required to comply with all applicable provisions of the laws of the Municipality(ies), the State of New York and the United States of America which affect municipalities and municipal contracts and in particular the state's Labor Law, General Municipal Law, Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Environmental Law and all State and Local Health laws, rules, and regulations.

16.2 The bidder's special attention is called to those laws and requirements set forth below:

16.2.1 Section 103-d of the state's General Municipal Law requires the signing of a non-collusion certification, which reads:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certified as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS (cont.)

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.”

16.2.2 In making his bid, the bidder warrants that this bid is made without any connection with any person making another bid for the same contract and that the bid is in all respects fair, and without collusion or fraud; also, that no member of the County Legislature or other officer of the Municipality(ies) or any person employed by the Municipality(ies) is directly or indirectly interested in said bid or in the supplies or work to which it relates or in any portion of the profits thereof.

16.2.3 The Toxic Waste Right to Know Law requires the bidder, supplier, manufacturer to provide to Municipality(ies) upon delivery any and all information required by law. Municipality(ies) reserve(s) the right to refuse shipments and payment when material safety data sheets (MSDS) are not supplied on delivery or request.

16.2.4 The Bidder will maintain Worker’s Compensation during the life of this contract for the benefit of the bidder’s employees as approved in Chapter 41 of the Laws of 1914 and all subsequent acts amending.

16.2.5 The provisions of Section 220 of the State’s Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length.

16.2.6 Fair Employment Clause: The Onondaga County Legislature (Res. 282-73) requires contractors to support the Municipality(ies) goals in equal employment opportunity. By signing this bid, the contractor agrees:

“That it will not discriminate and that it will take affirmative action to promote non-discrimination in hiring, recruitment, training, promotion, and wage practices and take procedures to prevent reverse discrimination, and

“That such affirmative action shall include but not limited to incorporation of appropriate equal opportunity language in all employment recruitment efforts, notifications to appropriate unions of the contractors’ obligations hereunder, incorporation of affirmative action conditions in any subcontract, and

“That it will complete and submit the required HRC Form #1 and other required equal employment reports to the Human Rights Commission of Syracuse, and Municipality(ies), and (when additional State and Federal mandates may apply)

“That it will on good faith consult with and cooperate with Fair Employment staff of the local Human Rights Commission in order to achieve compliance with any other applicable Equal Employment Opportunity Laws and Regulations.

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS (cont.)

Exemptions from local requirements only for employers with less than 25 employees; for non-construction contracts of less than \$2,500 (unless vendor does more than \$10,000 in business with the County in a year) and for construction contracts of less than \$10,000.

16.2.7 For construction projects that disturb more than one acre in total, construction contractors will be responsible for implementing storm water runoff control measures in accordance with the specifications. All construction projects disturbing more than one acre must control storm water runoff in full compliance with the SPDES general permit for storm water discharge from construction activity. The selected contractor will certify their intent to comply with the Municipality(ies) storm water management program.

16.2.8 By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief that each bidder is not on the list created pursuant of paragraph (b) of subdivision 3 of section 165-a of the state finance law”

In the absence of the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law each bidder and each person signing on behalf of any bidder certifies that to the best of their knowledge the vendor:

- (a) Does not provide goods or services of twenty million dollars or more in the energy section of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND
- (b) Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

17. Assignment

17.1 The contractor is prohibited from assigning, transferring, subletting, or otherwise disposing of the contract awarded from this bid without the previous written consent of the Municipality(ies) Purchase Director or in any case where “Municipality” refers solely to the City of Syracuse or the Syracuse City School District, without the previous consent of the Mayor and the Common Council.

18. Termination/Default/non-performance:

18.1 In case of the default by the bidder or Contractor, the Municipality(ies) may procure the articles or services from other sources without notice and hold the bidder or contractor responsible for any excess cost.

18.2 The Municipality(ies) may terminate this agreement with cause upon notification in writing.

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS (cont.)

18.3 The Municipality(ies) further may terminate the contract without cause on 30 days' notice in writing. Upon notice, the Contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.

18.4 If the contractor is delayed in making delivery by strikes, lockouts, fire, unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time, upon a written, documented request by the contractor, provided the Municipality(ies) may cancel said contract as to future deliveries at any time during such delay if the Municipality(ies) interest(s) are impaired by such delay.

18.5 But neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies or materials called for by the contract, shall be deemed to be a waiver by the said Municipality(ies) of the right to abrogate this contract for abandonment or delay.

19. Unconstitutionality:

19.1 The parties hereto expressly agree that if any provision, sentence, clause, or part thereof in this contract or within any specifications or plans made a part hereof is held by proper authority to be unconstitutional, illegal, or invalid, such findings shall neither affect nor impair such provisions, sentences or clauses which remain. Except for so much that is held to be unconstitutional, illegal, or invalid this agreement shall remain in full force and effect.

20. Changes or Deviations:

20.1 This specification as well as any contract, plans, drawings, exhibits or schedule to which is attached and made a part of constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes, or deviations to or from said specifications, contracts, plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously agreed upon by the parties hereto in consideration of all applicable legislation.

21. Inconsistency:

21.1 The parties agree that any inconsistency between any documents which the Municipality(ies) is/are requested to execute by the vendor and specifications shall at all times be resolved in favor of said specifications as only terms consistent with said specifications shall be applicable.

22. Definitions:

22.1 Municipality(ies): Unless otherwise noted, Municipality(ies) means any and all participating entities with Onondaga County as the lead agency. If a specific municipality is identified that municipality alone is responsible for all terms and conditions.

INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS (cont.)

22.2 Purchasing Director: On all County bids the Purchasing Director refers to the Onondaga County Purchasing Director. On all City of Syracuse and Syracuse City School District bids, Purchasing Director is interchangeable with City of Syracuse Director of Management and Budget.

23. Living Wage:

If applicable under the terms of the City of Syracuse Living Wage Ordinance any vendor providing a service under this contract to the City of Syracuse, or the Syracuse City School District will be responsible for complying with the City of Syracuse living wage statute while providing said service. The living wage statute and supporting documents can be found on the Onondaga County web site ongov.net/purchasing.

**CITY OF SYRACUSE/SYRACUSE CITY SCHOOL DISTRICT ADDITIONAL TERMS AND
CONDITIONS PAGE**

For the purposes of this bid, where municipality is defined specifically as the City of Syracuse and/or Syracuse City School District, these additional terms and conditions shall apply and supersede any conflicting clauses in the Instructions to Bidders/General Conditions.

1. All bids must be typewritten or written in ink in both words, and in figures. Complete all sections using the City of Syracuse forms as provided with this bid proposal. Failure to comply may disqualify your bid.
2. For bids with more than one item the Director of Management and Budget may award one or more contracts which may require delivery of one or more of the items bid. Contracts will be awarded to the responsible bidders whose bids for the items selected by the Director of Management and Budget totals the lowest number of dollars.
3. The following estimate of quantities is to be considered only as approximate, and bidders are required to form their own judgment of the quantities and character of the work, by personal examination of the specifications and drawings related to it, or by such other means as they prefer. Bidders must not assert any misunderstanding in regard to anything relating to the work.
4. No bid or contract awarded to any person who is in arrears to the City of Syracuse upon debt or contract, or who is in default as surety or otherwise, upon any obligation to said City of Syracuse.
5. The contractor's attention is directed to the desire of the Director of Management and Budget that the laborers employed, both skilled and unskilled, in the execution of this contract, shall be citizens of the City of Syracuse so far as it is practicable and the law permits.
6. The contractor is advised that it is the policy of the City of Syracuse and the Syracuse City School District that contractors may not employ or pay City of Syracuse or School District employees in connection with the work called for under this contract. Such employees may be paid only from City or School District payrolls. In the event, the contractor required the assistance of the personnel to advise or assist in the completion of the work under this contract, such arrangements must be made through the Director of Management and Budget, the responsible Department Head, or the Business Office of the City School District.
7. Each shipment must show purchase order number on the outside of package or Bill of Lading, unless otherwise directed by the Director of Management and Budget.
8. It is further agreed that this contract shall be utterly void as against the City of Syracuse if any person employed in any official capacity by said City is either directly or indirectly interested therein.
9. In case the execution of this contract is delayed by action of the party of the first part, the time for completion is hereby extended for a time equal to the delay caused by the party of the first part, but no claim for damages by reason of such delay shall be made or allowed.

10. If any item or items supplied by the contractor does not meet these specifications, at any time during the term of this contract, and the contractor is unable to supply any satisfactory item or items then, and in that event, the Purchasing Director shall buy such item or items in the open market and the difference in cost to the Municipality(ies) between the price paid for such item or items and the contract price shall be paid by the contractor or deducted from any monies due or that may become due to the contractor.

11. The prices for which bidders will agree to execute and perform such class of work or to furnish each class or kind of materials or supplies must be stated on the bid sheet.

12. Bidders attention is directed to the statement on the bid sheet, as well as non-collusive and non-discrimination sheets to be signed by him relative to the interest of others in the bid.

13. If the person or persons whose bid shall be accepted fails to respond with a signed contract and the required surety within ten (10) days, after notice that it has been awarded to him, he or they will be deemed to have abandoned the contract, and such action will be taken in the premises as may, in the judgment of said Director of Management and Budget be best for the interest of the City.

14. Bidders must be skilled and regularly engaged in the class of work bid for, and, if required by the Director of Management and Budget must submit satisfactory evidence of mechanical facilities and financial ability to do the work within the agreed time and in accordance with all the requirements of the contract. The successful bidder or bidders will be required to keep the entire work of the contract, or their respective contracts, at all times under his or their own control.

15. The competency and responsibility of bidders will be considered in determining that a bidder is qualified for purpose of making the award.

16. When a bidder claims to have made a mistake or error in his bid, such shall be called to the attention of the Director of Management and Budget by delivering to the director a written notice setting forth the nature of the mistake or error accompanied by a documentary evidence or other proof of such mistake or error prior to the awarding of the contract or within three days after the opening of the bid, whichever period is shorter, otherwise the bid may not be withdrawn. A bidder's failure to deliver either said notice or documentary evidence or proof within three days of the bid opening shall constitute a waiver of the bidder's rights to claim an error or mistake. If such notice and documentary evidence or proof has been provided within three days of the bid opening, the Director of Management and Budget will determine if an error or mistake has been made and whether such is excusable. If the Director of Management and Budget shall determine that an excusable error or mistake has been made, she may permit the bid to be withdrawn. The determination of the Director of Management and Budget as to whether a bidder made an excusable error or mistake shall be conclusive upon the bidder, his surety and all who claim rights under the bidder.

17. The City of Syracuse and/or the Syracuse City School District will send the contractor a purchase order for the items required during the term of this contract. Materials are to be shipped, or the work hereunder commenced, only on receipt of the purchase order, or unless otherwise notified by the City. After the items have been furnished to and accepted by the ordering department, the contractor shall submit a detailed invoice to the ordering department for payment thereafter within thirty (30) days.

18. Under this contract, the contractor will be held responsible for any and all damage to buildings, walks or grounds caused by carelessness in delivering any of his materials.

19. Contents of this bid are subject to public disclosure pursuant to Freedom of Information Law (codified at Public Officers Law Article 84 et seq.) except for exemptions granted pursuant to Public Officers Law Article 89 (5). If exemption is being requested by applicant, please note applicable exemption and reason, therefore.

20. The contractor agrees that he will indemnify and save harmless the City of Syracuse and its agents and officers from all costs, loss, damages, claims, suits, or actions of every name or description brought against the City, its officers or agents, for or on account of any injuries or damages to person or persons including death, or property received or sustained by any person or persons directly or indirectly by reason of any negligent act or omission on the part of the contractor, his agents or servants, or by reason of the filing of any mechanic's lien against the lease premises or arising out of the contractor's use and occupation of the premises and the contractor agrees to defend any and all claims or actions made or brought against the City by reason of or arising out of the contractor receiving notice of such claim or action from the City.

21. If, at any time before or within thirty days after the whole work herein agreed to be performed has been completed and accepted by the party of the first part, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this contract shall file with the Director of Management and Budget and with the financial officer of the City or other officer or person charged with the custody and disbursement of the City funds applicable to the contract under which the claim is made, such notice as is prescribed in the Act of Legislature of the State of New York passed February 17th, 1909, entitled an "Act of Relation to Liens", and the acts amendatory thereof or supplementary thereto, then and in every such case the party of the first part shall retain (anything herein contained to the contrary thereof notwithstanding) from the moneys under its control and due or to grow due under this agreement, as much of such moneys as shall be sufficient to pay, satisfy and discharge the amount in such notice claimed to be due to the person or persons filing such lien, together with the reasonable cost of any actions brought to enforce such claim or the lien created by the filing of such notice. The monies so retained shall be retained by the party of the first part until the lien thereon created by the said act and filing of the said notice shall be discharged pursuant to the provisions of said act or acts.

22. It is further mutually agreed that whenever said contractor shall have completely performed this contract on his part, the Director of Management and Budget shall make out the final estimate for the same in writing, and in his/her certificate shall state the whole amount of the work done or materials furnished by the said contractor, and also the value of such work or materials under and according to the terms of this contract. Within thirty days thereafter, the said City will pay to said contractor the amount due.

23. The said contractor further agrees that the payment of the final amount due under this contract, and the adjustment and payment of the bill rendered for the work in accordance with any alterations of the same, shall release the City of Syracuse from any and all claims or liability on account of work performed under said contract, or any alterations thereof.

24. The said contractor further agrees that in the event this contract involves the employment of laborers, workmen or mechanics, each and every mechanic, workman or laborer so employed in the performance of this contract, either by the contractor, sub-contractor, or any other person, and all mechanics, workmen and laborers so employed upon such work, or upon any material to be used upon in connection therewith, shall receive and shall be paid for a legal day's work, as hereinafter defined, not less than the prevailing rate of wages for a day's work in the respective trades, callings, or occupations in which such mechanics, workmen and laborers or either, are employed in this locality; that eight hours shall constitute a legal day's work for all classes of mechanics, workmen and laborers so employed; that he will accept eight hours as a day's work, and that no laborer, workman or mechanic in the employ of the contractor, sub-contractor, or any other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day, or more than five days in any one week, except in cases of extraordinary emergency caused by fire, flood or danger to life or property. No such person shall be employed more than eight hours in any day or more than five days in any one week except in such emergency.

25. It is further stipulated and agreed by and between the parties hereto, that this contract shall be void and of no effect, and the said party of the first shall not be liable to the contractor, nor shall the contractor receive any pay whatever from the party of the first part, for any labor or materials furnished or for any work performed under this contract, unless the contractor shall comply with the provisions of Article VIII of the Labor Law, otherwise known as Chapter XXXI of the Consolidated Laws of the State of New York, and any act or acts amendatory thereof or supplementary thereto.

26. The within contract shall be void unless the provision of Section 222 of Article 8 of the Labor Law, otherwise known as Chapter 31 of the Consolidated Laws relating to reference in employment of citizens of the State of New York are complied with.

27. The within contract shall be void and of no effect unless the contractor shall secure compensation for the benefit of, and Laws of 1914, known as the Workmen's Compensation Law, and acts amendatory thereto.

28. Not attached hereto, but made a part thereof are the provision of Section 103a-and 103-b of the General Municipal Law, Section 139-b of the State Finance Law, and Section 220e of the Labor Law required by law to be made a part of this contract. (Schedule B).

29. The City shall not be estopped by any return or certificate made or given by any officer or agent of the City from, at any time (either before or after the final completion and acceptance of the work and payment therefore pursuant to any such return of certificate), showing the true and correct amount, quality and character of the work done and materials furnished by the contractor or any other person under this contract, or from showing at any time that any such return or certificate is untrue and incorrect, or improperly made in any particular, or that the work materials, or any part thereof, does not in fact conform to the specifications, and the City shall not be estopped, notwithstanding any such return or certificate and payment

30. The Director of Management and Budget reserves the right to reject any and all bids not deemed for the best interest of the City and to reject as informal such bids, as in his/her opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind, including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market price for materials and/or work covered thereby.

31. The said contractor further agrees that the said City shall be and is hereby authorized to deduct and retain out of the monies which may be due, or may become due him under this agreement, the sum of _____ dollars per day as liquidated damages for each and every day the aforesaid work may be uncompleted or the aforesaid materials or supplies shall not be furnished, over and beyond the time herein stipulated for its completion, said sum in no way is to be considered a penalty; provided, however, that the Common Council shall have the right to extend the time for the completion of said work, if it should decide to do so.

DISCLOSURE STATEMENT

The Common Council by Ordinance No. 514 adopted on September 24, 1973 required information from all persons, partnerships, corporations, trusts, and associations transacting business with the City of Syracuse relative to any proposed business transaction including but not limited to land purchase, construction, purchase, and lease agreement.

To obtain said information the Office of Management and Budget, Division of Purchase of the City of Syracuse requests that you provide the appropriate information by filling out the form below which applies to you.

VENDORS

PERSON

Full Name _____

Business Address _____ Telephone _____

PARTNERSHIPS

Names of Each Partner _____

Assumed Name _____

Where Assumed Name Certificate Was Filed _____

Business Address _____ Telephone _____

TRUST

Name of Trust _____

Principal of Trust _____

Business Address _____

ASSOCIATION

Name of Association _____

Name of Each Principal of Association _____

Name and Address _____

Address of Association _____ Telephone _____

*** FOREIGN OR DOMESTIC CORPORATION**

Name of Corporation _____

Foreign Corporation

Yes _____ No _____

Domestic Corporation

Yes _____ No _____

If Foreign Corporation, State of Incorporation _____

If Domestic Corporation, State of Incorporation _____

Business Address _____

Officers of Corporation

President _____ Vice President _____

Secretary _____ Treasurer _____

List Others, if any _____

List of Directors

Names and Addresses _____

Name of Stockholders in privately owned and operated corporation

Name	Address	Number of Shares
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_____	_____	_____
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Total Number of Shares by Aforementioned Corporation _____

***The ordinance specifically provides that a corporation is required to file reports with the Security Exchange Commission need not provide such information.**

VENDOR'S NAME AND ADDRESS

VENDOR'S SIGNATURE

**Request for Taxpayer
Identification Number and Certification**

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date
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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.

What's New

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

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

Purpose of Form

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