



RFQ No.: 21-003

Due Date: December 16th, 2020

**DUE NO LATER THAN 2:00 P.M.
LATE SUBMITTALS WILL NOT BE ACCEPTED**

**Request for Qualifications (RFQ):
Asbestos, Lead Based Paint and Mold Remediation Abatement and Related Services
for Friendswood ISD**

PLEASE NOTE

Carefully read entire document. Complete all forms and submit your response with all appropriate attachments. Please submit your hard copy response in a sealed envelope with RFQ No., description, and marked "SEALED QUALIFICATIONS".

RETURN QUALIFICATION PACKET TO:

Friendswood Independent School District
ATTN: PURCHASING COORDINATOR
302 Laurel Drive
Friendswood, TX 77546
RFQ #21-003

For additional information, contact Carol Blain at (281) 482-1267 or by email at cblain@fisdk12.net

You must sign below in ink and all responses must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, & Zip: _____

Taxpayer I.D. #: _____

Telephone #: _____ Fax # _____ e-mail _____

Print Name: _____

Signature: _____

Your signature attests to your offer to provide the goods and/or services in this proposal according to the published provisions of this RFQ. Contract is not valid until the Friendswood ISD Board has approved the award.

RETURN THIS DOCUMENT IN THE QUALIFICATION PACKAGE



FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

REQUEST FOR QUALIFICATIONS RFQ #21-003

**Asbestos, Lead Based Paint and Mold Remediation
Abatement and Related Services**

RFQ Due Date:
December 16, 2020 @ 2:00PM Central Time

TABLE OF CONTENTS

General Terms and Conditions (includes Certification Sheet).....	4-6
Notice of No Submission.....	7
Notice to Offerors.....	8-16
Attachment “A”	17-18
Declaration of Commitment and Authenticity	19
Non-Collusion Statement	20
Felony Conviction Notification	21
National Criminal History Certification.....	22
Debarment Form.....	23
Certificate of Residency	24
Conflict of Interest Disclosure/Questionnaire.....	25-27
Certificate of Interested Parties – Form 1295 Instructions	28-29
Certification Regarding Terrorist Organizations & Boycott of Israel.....	30
SB-9.....	31-32
W-9.....	33-36
Bidder’s Checklist.....	37

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT
302 Laurel Drive
Friendswood, TX 77546

RFQ #21-003 Asbestos, Lead-Based Paint and Mold Remediation Abatement and Related Services

RFQ Due Date: December 16, 2020 Time: 2:00pm Central

Buyer: Carol Blain, FISD Purchasing Coordinator: 281-482-1267

GENERAL TERMS AND CONDITIONS

1. Request for Qualifications shall be submitted on this original form and returned with **(2) two duplicate copies**. Responses shall be limited to no more than 50 double-sided sheets, bound to lay flat when opened. **FAXED AND E-MAILED RESPONSES ARE NOT ALLOWED. Should you opt not to offer a response, please return the NOTICE OF NO SUBMISSION form (page 5) to remain on the bidder list.**

2. Sealed responses, an original and (2) two duplicates, must reach the PURCHASING OFFICE on or before the designated hour of the due date specified. FAILURE TO SUBMIT RFQ IN DUPLICATE MAY RESULT IN REJECTION OF OFFER. **Only the names of all bidders submitting responses will be read aloud.** Submittal to be as follows:

MAIL DELIVERY: Response(s) sent by mail MUST be addressed to:

Friendswood ISD **PURCHASING DEPT.**
302 Laurel Drive
Friendswood, TX 77546
RFQ #21-003 ASBESTOS, LEAD, MOLD SERVICES

HAND DELIVERY: Hand delivered responses MUST be taken to the above address.

3. The undersigned, by his/her signature, represents that he/she is authorized to bind vendor to fully comply with terms and conditions of this response, including all forms and attachments included and/or referenced herein, for the amount(s) shown on the accompanying response form(s).

CERTIFICATION SHEET

Company: _____ Authorized Signature: _____

Address: _____ Print Signature: _____

_____ Title: _____

Offer Firm Until: CONTRACT PERIOD Phone: _____ FAX: _____

Company Website Address: _____ E-Mail Address: _____

Is the principal place of business located in Texas? ☐ yes ☐ no How many persons are employed in Texas? _____

TAX ID# REQUIRED: _____

Billing Address (if different): _____

4. Drop shipments may be refused if they are not labeled with a Friendswood ISD purchase order number. Bidder will be required to pay re-delivery charges, if omitted from the paperwork.
5. Amendments to responses will represent a true and correct statement and shall contain no cause for claim of omission or error.
6. No responses may be withdrawn without District approval. Quantity requirements are a close approximation, but the right to make variations is reserved. The Board of Trustees of the Friendswood Independent School District reserves the right to reject any and all offers and to waive any formalities or irregularities and to make the award of the contract in the best interest of the School District.
7. In the event any article to be sold or delivered hereunder is covered by any patent, copyright, trademark, or application thereof, the seller shall indemnify and hold harmless the District from any and all loss, cost expenses and legal fees on account of any claims, legal actions, or judgments on account of manufacture, sale or use of such article in violation, infringement or the lack of rights under such patent, copyright, trademark or application.
8. In accordance with Texas Education Code Chapter 44.031(f) and Government Code 2254.003, Selection of Provider; Fees;
 - a. A governmental entity may not select a provider of professional services or a group or association of providers or award a contract for the services based on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award:
 - i. On the basis of demonstrated competence and qualifications to perform the services; and
 - ii. For a fair and reasonable price.
 - b. The professional fees under the contract may not exceed any maximum provided by law.
9. Friendswood ISD reserves the rights to accept or reject all or any part of any response, waive minor technicalities, and award the response to best serve the interest of the District. All protests must be filed in writing with the Director of Purchasing within 10 days.
10. Payments will be made within 30 days after receipt of original invoice for each services rendered (where services have been received in good order). **Only the company listed on the signed proposal document shall invoice and receive payment for those services. All invoices shall be mailed to: FISD Accounts Payable Dept., 302 Laurel Drive, Friendswood, Texas 77546 or emailed to: accounting@fisdk12.net.**
11. Per SB 1, Sec. 44.034, a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The Felony Conviction Notification must include a general description of the conduct resulting in the conviction of a felony.
12. Friendswood ISD is exempt from all applicable Federal and State Tax. Tax-exempt information will be furnished upon request.
13. If at any time the respondent fails to fulfill or abide by the terms, conditions, or specifications of this contract, Friendswood ISD reserves the right to cancel upon 30 days written notification.
14. Insurance coverage is required in the Notice to Offerors, a copy of current coverage for General Liability, Workman's Compensation and Employer's Liability with Statutory Limits, Automobile Liability, Errors and Omissions, and Excess Liability shall be furnished with the response. After board approval of the contract, bidder shall name Friendswood ISD as the Certificate Holder and additional insured.
15. Friendswood ISD reserves the right to make single, multiple or no award and as deemed in its own best interest.
16. By submitting a response to this RFQ, vendor acknowledges that Friendswood ISD is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, Friendswood ISD is

required to comply with the requirements of the TPIA. In the event the request involves documentation that proposer has clearly marked as confidential and/or proprietary, Friendswood ISD will provide the vendor with the noticed under the TPIA. The vendor acknowledges that it has the responsibility to file exceptions with the Texas Attorney General's Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.

17. Certificate of Interested Parties: House Bill 1295 Certificate of Interested Parties as of January 1, 2016. Any and all resultant contracts of this RFQ will require the respondent to complete the Texas Ethics Commission requirements under the State of Texas House Bill #1295 Certificate of Interested Parties. This requirement is mandatory for FISD to contract with a provider. Therefore, FISD requires that all responses to this RFQ include a completed form.
18. Conflict of Interest: Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter in to a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with FISD within seven (7) business days after the later of: The date the person begins discussions or negotiations to enter in to a contract, including submission of a bid or proposal, or the date the person becomes aware of facts that require the statement to be filed.
19. **PLEASE NOTE:** All responders shall submit a list of at least three (3) references from companies and/or school districts for which bidder has provided similar products. References should include the company name, contact name, and telephone number. Responses submitted without three (3) references may be disqualified from consideration.

NOTICE OF NO SUBMISSION

Complete this form and return it prior to proposal due date and time if:

☐

1. Our company cannot provide the products, supplies and/or services listed in this proposal.

☐

2. **KEEP** our name on the proposal list because we have decided NOT to submit a proposal at this particular time for the following reason(s):

☐

3. **REMOVE** our name from all Friendswood ISD proposal lists for the reason(s) listed:

COMPANY NAME: _____

REPRESENTATIVE (Please Print): _____

ADDRESS: _____

PHONE NUMBER: FAX NUMBER: _____

MAIL TO: FRIENDSWOOD ISD
ATTN: PURCHASING DEPARTMENT
302 Laurel Drive
FRIENDSWOOD, TEXAS 77546

RE: No Bid – RFQ #21-003

SIGNATURE: _____

TITLE: DATE: _____

BIDDERS WHO RESPOND TO THIS REQUEST WITH A FORMAL PROPOSAL WILL REMAIN ON OUR MAILING LIST. **BIDDERS MAKING NO RESPONSE AT ALL MAY BE REMOVED FROM OUR BIDDER LIST.**

NOTICE TO OFFERORS

The Friendswood Independent School District (District) Board of Trustees is seeking qualifications as part of its long range facility planning process for Architectural, Engineering, and Building Commissioning Services. RFQ responses are requested from qualified architectural, engineering, and building commissioning firms in an effort to assist the District in providing services which include:

- Surveying
- Geotechnical Engineering
- Building Commissioning
- Materials Testing
- Asbestos, Lead Based Paint and Mold Remediation Abatement and Related Services (THIS RFQ)
- Testing and Balancing
- Traffic Impact Analysis

The District reserves the right to adjust the Scope of Services and completion schedules for services based on District budget and current District needs.

Each respondent will be asked to complete a Summary of Information/Qualifications, which illustrates the firm's general information, experience, financial information, available services, philosophy, personnel, and references (Attachment "A"). A Selection Committee of the District's Administrators will evaluate this information. This committee may then select a firm(s) to be interviewed by the Selection Committee.

Your RFQ response should be bound so that when opened, documents lay flat, following the same order of Attachment "A" with tabs for each section. Two (2) copies of the proposal must be included in proposer's submittals. One copy must be clearly identified on the cover as the "ORIGINAL". All submittals become the property of the District and will not be returned.

Any RFQ received later than the specified time, whether delivered in person or by mail, shall be disqualified.

The RFQ may be withdrawn or revised prior to the scheduled time for opening, provided the request for withdrawal is received in writing before the time set for opening.

The District reserves the right to hold all RFQs for ninety (90) days from the receipt date without action, to reject any/or all RFQs, to accept any RFQ, or any combination of RFQs, and to waive any informalities as best serves the goals and objectives of the District.

All materials produced will be used by the District to communicate facility needs to District staff and the citizens of the District's communities.

Firms responding to the RFQ shall be responsible for any cost incurred in the preparation of qualifications and participation in the evaluation process. There is no expressed or implied obligation by the District to reimburse any individual or firm for any costs incurred in preparing or submitting qualifications, for providing additional information when requested by the District, for participating in any selection demonstration/interviews, or contract negotiations.

CRITICAL DATES

TARGET SELECTION DATE for BOARD MEETING: January 11, 2021 (Monday)

RUN RFQ ADVERTISEMENT: December 2, 2020 (Wednesday) and December 9, 2020, 2020 (Wednesday)

RFQ INSTRUCTION PACKET RELEASED BY FRIENDSWOOD ISD: December 2, 2020 (Wednesday)

RFQ QUESTIONS:

Received in writing no later than 5:00pm on December 10, 2020 (Thursday) to:
Carol Blain, Purchasing Coordinator cblain@fisd12.net

RFQ ANSWERS to QUESTIONS: posted online December 11, 2020 (Friday)

RFQ DUE: 2:00pm, December 16, 2020 (Wednesday)

SCOPE OF WORK & SERVICE REQUIREMENTS

1. *General*

Friendswood Independent School District (FISD) requests proposals from qualified and experienced firms for qualified contractors to provide professional expertise, workmanship and coordination of asbestos, lead-based paint and mold related issues identified during various construction and renovation projects. Work to meet the following minimum specifications stated in this Section. FISD reserves the right to award to one primary and one secondary contractor.

2. *Scope of Work*

The selected contractor(s) must be able to perform the tasks outlined in this scope of work in accordance with all applicable local, state and Federal law, regulations, codes, etc. and with any other body having jurisdiction over any portion of the services required.

2.1 *Asbestos Abatement Activities*

A. General Description

1. Perform all the planning, administration, execution, and cleaning necessary to safely remove and dispose of asbestos-containing building materials (ACBM), asbestos-containing materials (ACM) and asbestos- contaminated materials identified at the various school facilities within the Friendswood Independent School District (FISD).

B. Quality Criteria

1. Applicable Regulations, Codes, and Standards

- a) Acknowledge, by executing the Agreement, awareness and familiarity with the contents and requirements of the following regulations, codes, standards, and guidance documents, and assume responsibility for the performance of the work in strict compliance therewith and for every instance of failure to comply therewith.

- b) The current issue of each document shall govern. Where conflict between requirements or with the specifications exists, the more stringent requirements shall apply.

- Texas Department of State Health Services (TDSHS) – 25 TAC 295 – Texas Asbestos Health Protection Rules (TAHPR).
- Occupational Safety & Health Administration (OSHA) - 29 CFR 1926 - Construction Standard.
- Occupational Safety & Health Administration (OSHA) - 29 CFR 1910 - General

Industry Standard.

- Environmental Protection Agency (EPA) - 40 CFR 763, Subpart E - Asbestos Hazardous Emergency Response Act (AHERA).
- EPA - 40 CFR 763, Subpart E, Appendix C - Model Accreditation Plan (MAP).
- EPA - 40 CFR 61, Subpart M – National Emission Standard Hazardous Air Pollutants (NESHAP).
- Texas Commission on Environmental Quality (TCEQ) 30 TAC 335, Subchapter R
- All state, county, local codes/ordinances, as applicable.

- c) Maintain and make available for review at the project site copies of EPA, OSHA, DOT and applicable state, county and local regulations governing the work.
- d) All preparation of the work area(s) and areas outside the work area(s) prior to beginning lead removal work.
- e) Removal of all asbestos containing materials (ACM) and waste materials contaminated with asbestos during the process of the work and any other debris generated by this work. Asbestos containing or contaminated material within the designated buildings/properties will be determined on a job by job basis. The Contractor will be required to submit a price according to the rates negotiated through this Contract. This price will be reviewed and approved by FISD prior to any removal activities commencing.
- f) Complete cleaning and decontamination of all work areas and contents thereof.
- g) All footage amounts and locations of ACM identified for removal shall be site verified by the Contractor prior to submission of a cost for removal.
- h) Preparation for disposal of asbestos, asbestos waste, debris and contaminated materials generated by this work.
- i) All work performed by the Contractor, including but not limited to worker protection, response activities, labeling, manifesting, transporting and properly disposing of hazardous and non-hazardous materials shall adhere to all applicable federal law requirements and provisions of the Code of Federal Regulations as they pertain to the Environmental Protection Agency, Occupational Safety and Health Administration, Department of Transportation, as well as the applicable laws and regulations of the State of Texas or other applicable laws and regulations.

2.2 Lead-based Abatement Services

A. Description of Work

1. The work includes the removal of materials coated with lead-based paint or other lead contaminated materials indicated and specified on a job by job basis and the incidental procedures and equipment required to protect workers and personnel occupying areas adjacent to the lead work area. The Contractor shall furnish all labor, materials, services, insurance and equipment required for the removal of lead in accordance with the guidelines or regulations of the responsible state agency, the EPA, and the OSHA. All work performed must meet Texas Department of State Health Services requirements.
2. The work includes, but is not necessarily limited to the following:
 - a) All preparation of the work area(s) and areas outside the work area(s) prior to beginning lead removal work.
 - b) Removal of all lead-based paint and waste material contaminated with lead during the process of the work and any other debris generated by this work. Lead containing or contaminated material within the designated buildings/properties will be determined on a job by job basis. The Contractor will be required to submit a price according to the rates negotiated through this Contract. This price will be reviewed and approved by FISD prior to any removal activities commencing.

- c) Complete cleaning and decontamination of all work areas and contents thereof.
 - d) All footage amounts and locations of lead-based paint identified for removal shall be site verified by the Contractor prior to submission of a cost for removal.
 - e) Preparation for disposal of lead, lead waste, debris and contaminated materials generated by this work.
 - f) Perform work required for the interim control of lead-based paint hazards, which includes but is not limited to paint film stabilization, friction and impact reduction treatments, dust removal, and soil covering using non- permanent means (e.g. – grass, mulch, gravel). Play Areas: Bare soil play areas frequented by children under the age of six years shall be covered with a reinforced landscape cloth and impermanent surface covering e.g. gravel, bark, sod, mulch, etc. applied in a thickness of not less than 6 inches.
 - g) Other Bare Soil: Bare soil outside of play areas shall be covered with a reinforced landscape cloth or other impermanent surface covering providing an interim control measure which prevents children's access to the bare soil.
3. All work performed by the Contractor, including but not limited to worker protection, response activities, labeling, manifesting, transporting and properly disposing of hazardous and non-hazardous materials shall adhere to all applicable federal law requirements and provisions of the Code of Federal Regulations as they pertain to the Environmental Protection Agency, Occupational Safety and Health Administration, Department of Transportation, as well as the applicable laws and regulations of the State of Texas or other applicable laws and regulations.

2.3 Mold Remediation Activities

A. Careful review of mold remediation protocols for each site

B. General Description

1. Work will include, but is not limited to, the cleanup and disposal of water/mold damaged construction materials to include various building materials within the identified areas of the facility. These materials may include, but not be limited to, gypsum wallboard and ceiling board, ceiling tiles, plaster walls and ceiling, pipe/duct/equipment insulation, wall/ceiling and roof insulation, flooring and contents. The scope of work will be identified in a pre-job walkthrough. All work performed must meet Texas Department of State Health Services requirements.

(LOCATION OF WATER/MOLD DAMAGED MATERIALS AND SCOPE OF WORK)

- a) Item No. 1: Remove any remaining furnishing and contents from areas in preparation for remediation activities. Remove and dispose mold damaged building materials as identified. Clean and sanitize remaining surfaces within affected areas.
 - b) Item No. 2: Additional scope of work items will be included as required for each specific project.
2. Due to the visible mold growth on the moisture damaged insulation "removal and disposal" procedures are to occur only after proper containment protection procedures are in place. These may include, but are not limited to, High Efficiency Particulate Air (HEPA) machines, proper worker protection, decontamination units, etc.
 3. Ensure that all proper worker protection procedures are utilized prior to work being performed in the area.

C. Reference of Standards

1. Contractor acknowledges awareness and familiarity with the contents and requirements of the following regulations, codes, and standards. Assume responsibility for the performance of the Work in strict compliance with these documents and for every instance of failure to comply therewith. The current issue of each document shall govern. Where conflict among requirements or with the Specifications exists, the more stringent requirements shall apply.

- a) American Conference of Governmental Industrial Hygienists (ACGIH), ACGIH "Threshold Limit Values".
 - b) American National Standards Institute, "Practices for Respiratory Protection", ANSI Z88.2.
 - c) American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc. (ASHRAE) Standards.
 - d) National Air Duct Cleaners Association (NADCA), "Mechanical Cleaning of Non-Porous Air Conveyance System Components", NADCA Standard 1992-01.
 - e) National Fire Protection Association (NFPA), "Air Conditioning and Ventilating Systems", NFPA 90A.
 - f) Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA), "HVAC Duct Construction Standards, Metal and Flexible".
 - g) U.S. Occupational and Health Administration (OSHA), OSHA Industry and Construction Standards, Code of Federal Regulations Title 29, Part 1910 and 1926.
 - h) U.S. Environmental Protection Agency (EPA).
 - i) All state, county and city codes and ordinances as applicable.
2. Maintain and make available for review at the project site copies of EPA, OSHA, DOT and applicable state, county and local regulations governing the work.
 3. Removal of all mold containing materials and waste material contaminated with mold during the process of the work and any other debris generated by this work. Mold contaminated material within the designated buildings/properties will be determined on a job by job basis. The Contractor will be required to submit a price according to the rates negotiated through this Contract. This price will be reviewed and approved by FISD prior to any removal activities commencing.
 4. Complete cleaning and decontamination of all work areas and contents thereof.
 5. All footage amounts and locations of mold identified for remediation shall be site verified by the Contractor prior to submission of a cost for removal.
 6. Preparation for disposal of mold, mold waste, debris and contaminated materials generated by this work.
 7. All work performed by the Contractor, including but not limited to worker protection, response activities, labeling, manifesting, transporting and properly disposing of hazardous and non-hazardous materials shall adhere to all applicable federal law requirements and provisions of the Code of Federal Regulations as they pertain to the Environmental Protection Agency, Occupational Safety and Health Administration, Department of Transportation, as well as the applicable laws and regulations of the State of Texas or other applicable laws and regulations.

3. Contractor's Responsibilities

1. Contractor must be able to perform work immediately upon request by FISD.
2. Contractor must provide a staff organization chart depicting your staff roles, relationships and responsibilities. Identify the proposed Project Manager, Superintendent (s), Cost Estimator, Scheduler, Quality Control Manager, Site Safety Manager and Corporate Safety Manager by name and title.
3. Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this scope of work. The contractor and individuals connected Contractor who are performing work at FISD must be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances.
4. Contractor shall designate a representative who will be responsible for the administration and

coordination of the work required under this Agreement. Contractor will furnish efficient business administration and coordination and perform the services in an expeditious and economical manner consistent with the interests of FISD.

5. FISD may at any time request the resume of any employee assigned to perform work at FISD. Any Contractor personnel, who, in the opinion of FISD, does not perform their duties satisfactorily, will be replaced upon the request of FISD.
6. Contractor represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Work in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business, and (b) all of the Work to be performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.
7. Contractor warrants and agrees that the Work will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by FISD nor will Contractor be released from any liability by reason of any approval by FISD, it being agreed that FISD at all times is relying upon Contractor's skill and knowledge in performing the Work.
8. Contractor will, at its own cost, correct all material defects in the Work as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Work within a reasonable time, then FISD may correct the defective Work at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Work that FISD may have at law or in equity.
9. Contractor shall diligently verify the accuracy and suitability of any plans, sketches, instructions, information, requirements, procedures and any other data supplies to Contractor by FISD or any other party that Contractor may use in the performance of the requirements of this scope of work.
10. Contractor will call to FISD's attention in writing all information in any materials supplied to Contractor (by FISD or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

4. Requests for Work, Cost Proposals and Invoicing

1. FISD shall request services from Contractor on an as-needed basis. Contractor will provide a written proposal that details the work that will be performed and costs for the work based on Contractor's Pricing Schedule and referring to specifications unique to the project scope and location.
2. FISD will prepare a Project Addendum referencing the Contractor's proposal. The Project Addendum will set forth the lump sum price for the project, based on the Pricing Schedule provided negotiated and accepted under this RFP, (2) the project scope with a list of drawings and specifications for the project, (3) deadline for completion of the project, and (4) any other terms and conditions necessary for the project. Once executed by FISD and the Contractor, the Project Addendum will serve as a Notice to Proceed for the work to begin.
3. Contractor shall submit invoices for payment at the conclusion of the project demonstrated by FISD's acceptance of reports required at the end of each project.

5. Site Visit

1. Before submitting a lump sum pricing for any Project Addendum issued under the Master Services Agreement, each vendor shall fully inform themselves of the existing conditions and limitations under which the specified work is to be performed. Vendors are required to visit the project sites. Vendors shall notify the Project Manager after receipt of project specifications to make a site visit appointment, and shall register with the Facility Services Office, prior to otherwise entering or going on the grounds of the facility.

6. Performance & Payment Bonds

1. For any Project Addendum issued under an Agreement awarded pursuant to this RFQ, Contractor shall be required to furnish a Performance Bond in the amount of 100% of the contract sum for that project to assure completion of all work, and the Performance Bond shall be underwritten by such Surety Company as the District may approve. The Performance Bond shall assure work completion in accordance with the plans, specifications, and contract documents terms and conditions. Said bond shall be solely for the protection of the District. Bonding agency used must be approved to do business in Texas.
2. For any Project Addendum issued under an Agreement awarded pursuant to this RFQ, Contractor shall be required to furnish a Statutory Labor and Material Payment Bond in the amount of 100% of the contract sum for that project, as security for the payment of all persons performing labor or furnishing materials on the project in connection with this contract. The Performance Bond, Labor, and Material Payment Bond may be in one or in separate instruments in accordance with local law and shall be delivered to the District's Facility Services Department prior to commencing any work on a project assigned under the Agreement. The bonding company must be licensed to do business in the State of Texas. Work shall not commence until presentation and acceptance of bonds has been made to the District's purchasing office.

7. Liquidated Damages

1. If successful vendor shall fail to fully complete the work within the deadlines specified in a Project Addendum, and subject however to extensions of time duly granted for material delays caused by the District, successful vendor shall be charged by the District as liquidated and ascertained damages the sum of \$1,000.00 for each calendar day that the work remains incomplete beyond the times fixed for the completion in the Project Addendum, it being hereby expressly and mutually agreed that from the nature of the project it would be impracticable and extremely difficult to fix the actual damage which would or will be suffered in the event that successful vendor should fail to fully complete the work within the times specified, and it being further agreed that said charge herein provided for is reasonable and proper. The amount so charged may be deducted by the DISTRICT from any final payment which might otherwise be or become payable to successful vendor under a Project Addendum.

8. FISD's Right to Audit

1. At any time during the term of this Agreement and for a period of four (4) years thereafter FISD or a duly authorized audit representative of FISD, at its expense and at reasonable times, reserves the Right to Audit Contractor's records and books relevant to all services provided under this Agreement. In the event such an audit by FISD reveals any errors/overpayments by FISD, Contractor shall refund FISD the full amount of such overpayments within thirty (30) days of such audit findings, or FISD, at its option, reserves the right to deduct such overpayments from any amounts FISD is required to pay Contractor under this Agreement or any Project Addendum.

SELECTION PROCESS

A Selection Committee of the District's Administrative staff will review submitted RFQs. The committee will select a short list of respondents who may be interviewed by the Selection Committee. Additional information may be requested from firms selected for the short list.

The District anticipates selecting multiple Firms for Asbestos, Lead Based Paint and Mold Remediation Abatement Services. The District retains the option to select multiple firms to perform Asbestos, Lead Based Paint and Mold Remediation Abatement Services on a project by project basis.

Based on each firm's qualifications, the District's needs and funding, the District will negotiate a contract for individual projects with one of the selected firms. If the District is unable to reach a contract agreement with a selected firm, the District will terminate discussions and proceed to the next firm deemed most appropriate.

All contract revisions and approvals are subject to approval by the District's legal counsel and the District's Board of Trustees.

SELECTION CRITERIA

The criteria used to evaluate the RFQ response includes, but is not limited to:

- A. Firm Experience and Qualifications
 - a. Match of Experience to Project(s)
 - b. Firm work capacity related to project size
 - c. Firm Years in Business
- B. Project Engineer Experience and Qualifications
 - a. Match of Experience to Project(s)
- C. Proposed Team
 - a. Prior Experience of Team Members
- D. Past Performance as Evaluated by Clients/Owners/Contractors
- E. Quality of Services
 - a. Budget Adherence
 - b. Schedule Adherence
 - c. Standards Adherence
 - d. Reporting and Communications
- F. Oral Presentation (If applicable – District's Option)
 - a. Response to Committee Questions
 - b. Summary of Qualifications
 - c. Presentation of Materials and Visuals

INSURANCE

Unless otherwise agreed to by FISD, the Supplier shall carry insurance with responsible carriers acceptable to FISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to FISD indicating compliance with this paragraph.

Type of Coverage	Minimum Limits
1. Commercial General Liability	\$1,000,000 Combined Single Limit; \$500,000 Combined Single Limit Each Occurrence
2. Automobile Liability: Bodily Injury & Property Damage For all owned, non-owned vehicles and hired vehicles.	\$1,000,000 Combined Single Limit Each Occurrence
3. Workers' Compensation and Employer's Liability	As statutory provisions require in the State of Texas
4. Employer's Liability	\$500,000 Each Accident; \$500,000 Disease Policy Limit; \$500,000 Disease Each Employee
5. Excess Liability	\$500,000 Each accident; \$500,000 Aggregate
6. Professional Liability (errors and omissions) will be required.	

The Supplier shall submit evidence with the proposal and again at the time of any execution of the contract/agreement that it has in full force and effect all insurance requirements listed above prior to the commencement of any work. The Supplier shall maintain such insurance in full force and effect throughout the duration of the contract/agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the contract/agreement, Supplier shall supply FISD with equivalent assurance to the required insurance, acceptable to FISD.

FISD shall be named as an additional insured on the automobile and commercial general liability policy. FISD shall be named as an alternate employer on the workers' compensation policy. A waiver of subrogation shall be issued in favor of FISD in the workers' compensation, automobile and commercial general liability policies. The Supplier's insurance provider(s) shall provide FISD with original certificates of insurance, acceptable to FISD. Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to FISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of FISD that it is able to satisfy the deductible.

Notice regarding insurance and **cancellation or changes** should be mailed to:

Kim Dingell, Administrative Assistant to CFO
Friendswood Independent School District
302 Laurel Drive
Friendswood, Texas 77546

FISD reserves the right to require additional insurance coverage to be carried by the Supplier as deemed desirable by FISD, depending on the type of project.

Self-insurance: A Supplier who self-insures for workers' compensation must possess a Certificate of Authority to Self-insure issued by the Texas Workers' Compensation Commission. By signing the Certification Sheet, the Supplier certifies that he/she possesses such certificate, and shall furnish a copy of the certificate with the response.

ATTACHMENT A
QUALIFICATION STATEMENT FOR ASBESTOS, LEAD BASED PAINT AND MOLD
REMEDICATION ABATEMENT AND RELATED SERVICES

1. FIRM GENERAL INFORMATION

Date: _____
Firm: _____
Address: _____
City: _____

RFQ Contact Person (2)-Limited to two persons per firm/application:

Name: _____
Title: _____
Telephone: _____
Email Address: _____
Title Texas Registration Number: _____

Name: _____
Title: _____
Telephone: _____
Email Address: _____
Title Texas Registration Number: _____

Type of Organization:

_____ Sole Proprietorship (Individual) _____ Partnership
_____ Professional Corporation _____ Corporation
_____ Joint Venture _____ Other

Year present firm established: _____
Name of parent company, if any: _____
Address: _____
List of principals of firm: _____

Former company name(s), if any and years established:

Name: _____ Year: _____
Name: _____ Year: _____
Name: _____ Year: _____
Number of employees in firm: _____

Total of employees in firm (all office locations): _____
Architects _____ Engineers _____ Draftsmen _____ Administration _____

2. PROFESSIONAL LIABILITY INSURANCE

Describe limits per project: _____
Describe limits in aggregate: _____
Describe deductible: _____
Have you had claims asserted against you within the last five years? _____

If yes, provide details of each claim:

3. EDUCATIONAL CLIENT REFERENCES Please list five (5) clients for whom your firm has worked and would be representative of your firm's services and accomplishments within the last ten (10) years.

District: _____
Contact Person/Title: _____
Owner Contact Information: _____
Phone: _____ Fax: _____ Email: _____
Services Provided: _____
Year Services Provided: _____

District: _____
Contact Person/Title: _____
Owner Contact Information: _____
Phone: _____ Fax: _____ Email: _____
Services Provided: _____
Year Services Provided: _____

District: _____
Contact Person/Title: _____
Owner Contact Information: _____
Phone: _____ Fax: _____ Email: _____
Services Provided: _____
Year Services Provided: _____

District: _____
Contact Person/Title: _____
Owner Contact Information: _____
Phone: _____ Fax: _____ Email: _____
Services Provided: _____
Year Services Provided: _____

District: _____
Contact Person/Title: _____
Owner Contact Information: _____
Phone: _____ Fax: _____ Email: _____
Services Provided: _____
Year Services Provided: _____

DECLARATION OF COMMITMENT AND AUTHENTICITY

Friendswood Independent School District

Request for Qualifications

Asbestos, Lead Based Paint and Mold Remediation Abatement Services

RFQ #21-003

In submitting the Request for Qualification (RFQ) for Asbestos, Lead Based Paint and Mold Remediation Abatement Services, the responding firm acknowledges that if selected they will in good faith seek to negotiate a contract with the District. Further, the responding firm attests that the information provided in this document and its attachments represents the named firm and is true and accurate, and the responder has made no attempt to mislead or misinform the District.

Until a contract resulting from this process is executed, no employee, agent or representative of the firm, their staff or consultants, shall make available or discuss its proposal with the press, elected or appointed official, or any employee, agent or other representative of the District, unless specifically instructed otherwise by the District's Superintendent of Schools (Mr. Thad Roher) or Executive Director of Safety & Operations (Mr. Erich Kreiter).

My signature indicates the information provided within this application is true and representative of the firm on whose behalf it is submitted.

Firm

Signature of Firm's Representative

Date

Printed Name

Title

NON-COLLUSION STATEMENT

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other bidder and that the contents of this offer as to prices, terms or conditions of this said contract have not been communicated by the undersigned nor by any employee or agent to any other persons engaged in this type of business prior to the official opening of this proposal."

Bidder _____

Address _____

Phone _____

Fax Number _____

Offeror (Signature) _____

Offeror (Print Name) _____

Position with Company _____

Signature of Company Official

Authorizing This Proposal _____

Company Official

Print Name _____

Official Position _____

FELONY CONVICTION NOTIFICATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

BIDDER'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

PLEASE CHECK THE APPROPRIATE STATEMENT:

_____ My firm **is a publicly held corporation**, therefore, this reporting requirement is not applicable.

_____ My firm **is neither owned nor operated** by anyone who has been convicted of a felony.

_____ My firm **is owned or operated** by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

NATIONAL CRIMINAL HISTORY CERTIFICATION

(Supplier Employees)

Definitions:

Covered employees: Employees who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Supplier"), I certify that
(check one):

☐ None of Supplier's employees are *covered employees*, as defined above. If this box is checked, I further certify that Supplier has taken precautions or imposed conditions to ensure that Supplier's employees will not become *covered employees*. Supplier will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

☐ Some or all of Supplier's employees are *covered employees*. If this box is checked, I further certify that:

1. Supplier has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Supplier receives information that a covered employee subsequently has a reported criminal history, Supplier will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
3. Upon request, Supplier will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
4. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Supplier agrees to discontinue using the covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

DEBARMENT

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to comply with any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for FISD to determine the residency of its proposers. In part, this law reads as follows:

"Section: 2252.001

(3) 'Non-resident bidder' refers to a person who is not a resident.

(4) 'Resident bidder' refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

I certify that

(Name of Company)

is, under Section: 2252.001 (3) and (4), a

☐ Resident Bidder

☐ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____

Signature of Authorized Company Representative

Print Name



CONFLICT OF INTEREST DISCLOSURE

The following is issued in accordance with State Law and FISD Board Policy BBFA (LEGAL). Failure to make disclosure shall be grounds for termination of any contract entered into with said vendor or proposer. For relevant definitions and additional information on Conflicts of Interest, please refer to the instructions for the Conflict of Interest Questionnaire.

1. The undersigned states that he/she nor the company listed herein has never had or does not have a business relationship with a Board member, member of the Administration or a member of the Staff of Friendswood Independent School District regardless of the nature or amount.

Signed: _____

Printed Name: _____

OR

2. The undersigned states that he/she and/or the company listed herein has had or does have a business relationship with a member of the Board, Administration or Staff of Friendswood Independent School District regardless of the nature or amount.

Signed: _____

Printed Name: _____

If you signed under #1, you do not need to complete the Conflict of Interest Questionnaire (Form CIQ).

If you signed under #2, you *must* complete the Conflict of Interest Questionnaire (Form CIQ).

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7 _____

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

or

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

- (2) the date the vendor becomes aware:

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

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

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

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and returned to Friendswood ISD via email or regular mail).

Friendswood ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Friendswood ISD from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Friendswood ISD at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

(1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).

(2) **“Interested Party”** means a person:

- a) who has a controlling interest in a business entity with whom FISD contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).

(3) **“Controlling interest”** means:

- a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).

(4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- a) receives compensation from the business entity for the person’s participation;
- b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Proposers must use the filing application on the Texas Ethics Commission’s website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized. The completed Form 1295 with the certification of filing must be filed with Friendswood ISD by attaching the completed form to the proposal in the Response Attachment section of the Friendswood ISD eBid System.

Friendswood ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After Friendswood ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from Friendswood ISD.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

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

Your Company Name Goes Here

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

FISD

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

FISD RFO# and Title of project

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
SAMPLE ONLY!			
Vendor must complete form electronically on Texas Ethics Commission's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm			

5 Check only if there is NO Interested Party.

☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY



CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

[Govt Code 2252 (SB252)]

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Vendor Initials of Authorized Representative of

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

[Govt Code 808 (HB89)]

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000.00 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

 Initials of Authorized Representative of Vendor

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____ Federal Tax ID # _____

<u>FISD PURCHASING OFFICE (INTERNAL REVIEW):</u>
Comptroller List was reviewed and The Vendor (IS) (IS NOT) on the lists (Circle one).
Verified by: (Name and Date):

Friendswood Independent School District

302 Laurel Drive
Friendswood, TX 77546

Phone: 281-482-1267

SB 9 Contractor Certification Subcontractor

Introduction: Texas Education Code Chapter 22 requires entities that contract with school district contractors to obtain criminal history record information regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to the district and to the contractor that they have complied.

The district may not obtain criminal histories for subcontractors: The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

Definitions:

Covered employees: Employees of a subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes *continuing duties* or *direct contact* with students.
Disqualifying criminal history: (1) a conviction or other criminal history information designated by the District; (2) a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code 21.060, including an offense listed at 19 Tex. Admin. Code 249.16; or (3) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

Subcontractor has entered into a contract with _____
("Contractor") to provide services in connection with contract between
Friendswood Independent School District ("District") and Contractor. On
behalf of _____ ("Subcontractor"), I, the
undersigned authorized signatory for Subcontractor, certify to the District and Contractor that [check
one]:

[] None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[] Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify the District in writing with 3 business days.
- (3) Upon request, Subcontractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at the District.

I also certify to the District and Contractor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with Education Code, Chapter 22.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Signature

Date

Title: _____

Submit completed form to:

Friendswood ISD, Purchasing Department, 302 Laurel Drive, Friendswood, Texas 77546

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
				-				-		

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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

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 Publication 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.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

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* on page 3 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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must 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 the "Name" line. 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 the "Business name/disregarded entity name" line. 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.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 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 possession of the United States, 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 possession of the United States
- 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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—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 possession of the United States, 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 Reg. 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 Reg. 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

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), 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 the chart on page 4 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 Social Security Administration office or get this form online at 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 and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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 the "Name" line 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁵
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

³ 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.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. 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, social security number (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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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'S CHECKLIST

Please check to be certain your proposal is complete and contains all the required forms **in this order**:

- ☐ Signed Certification Sheet
- ☐ Notice of No Submission (only if applicable)
- ☐ Attachment "A"
- ☐ Declaration of Commitment of Authenticity
- ☐ Non-Collusion Statement
- ☐ Felony Conviction Notification
- ☐ National Criminal History Certification (Supplier Employees)
- ☐ Debarment Form
- ☐ Conflict of Interest Disclosure (and Questionnaire if applicable)
- ☐ Certificate of Interested Parties – Form 1295 (online form)
- ☐ SB-9
- ☐ W-9