



INVITATION TO ACCEPT REQUESTS FOR PROPOSALS

Fencing

The Hitchcock Independent School District, hereinafter referred to as HISD, is hereby requesting Request for Proposals for Fencing and related construction of, in accordance with specifications to be included in the proposal packet to be picked up by all interested proposers any time after 10:00 AM on Friday, April 21, 2023, at the Administration Building of HISD, 7801 Neville Ave. Bldg. B, Hitchcock, Texas. All questions pertaining to the Request for Proposal are to be directed to Chief Filidei, Police Chief, (409) 316-6545.

Proposals will be accepted until 2:00 PM on Wednesday, May 17, 2023. Proposals will be opened at 2:15 PM on Wednesday, May 17, 2023. Proposals received after that date and time will not be considered. Faxed and/or e-mail proposals will not be accepted.

Proposals should be submitted to:

Hitchcock ISD
Administration Building
Attn: Chris Armacost
Facilities and Operations Director
RE: RFP – Fencing
7801 Neville Ave., Bldg. B
Hitchcock, TX 77563

HISD reserves the right to reject any and all proposals, to waive any and all formalities or to accept any proposal deemed advantageous to them.

Envelopes should be clearly marked on the outside, **RESPONSE TO REQUEST FOR PROPOSALS: Fencing**

NOTICE TO BIDDERS

Introduction

The Hitchcock Independent School District (hereinafter called the "District") is seeking proposals for the purpose of installing chain link fencing in specified areas at the Hitchcock ISD campuses. Replace all fencing at Stewart Elementary with 6ft fence and gates. Add fencing to Crosby and High School campus with double gates.

Submission of Proposal

Sealed proposals are to be submitted using the attached proposal sheet. The completed proposal sheet, along with other required documents included in the request for proposal, will be received in the office of the Facilities and Operations Director, 7801 Neville Ave., Bldg B, Hitchcock, Texas 77563, until 2:00 p.m. on May 17, 2023. Proposals must be sealed and clearly marked on the outside as follows: RESPONSE TO REQUEST FOR PROPOSALS: Fencing.

On-site Visit

All vendors are invited to arrange an on-site visit to review existing conditions of site and facilities. Please contact Chief Filidei at 409-316-6545 to schedule an appointment.

Evaluation Process

While cost is an important factor, it should be understood that the District is under no obligation to accept the lowest proposal. The evaluation team will award points in relation to how well the proposals address the criteria. In evaluating qualified proposals, the following considerations may be taken into account for award recommendations:

- (1) The purchase price; 50 points
- (2) Experience performing desired work; 20 points
- (3) Quality of work based upon references provided; 20 points
- (4) Ability to perform work in a timely manner; 5 points
- (5) Completeness of proposal; 5 points

The vendor selection is expected to be made as soon as possible after the proposal evaluation.

Additional Information

Any additional information that is necessary for the preparation of this proposal can be request by contacting Chief Filidei at 409-316-6545.

SPECIFICATIONS

INTRODUCTION

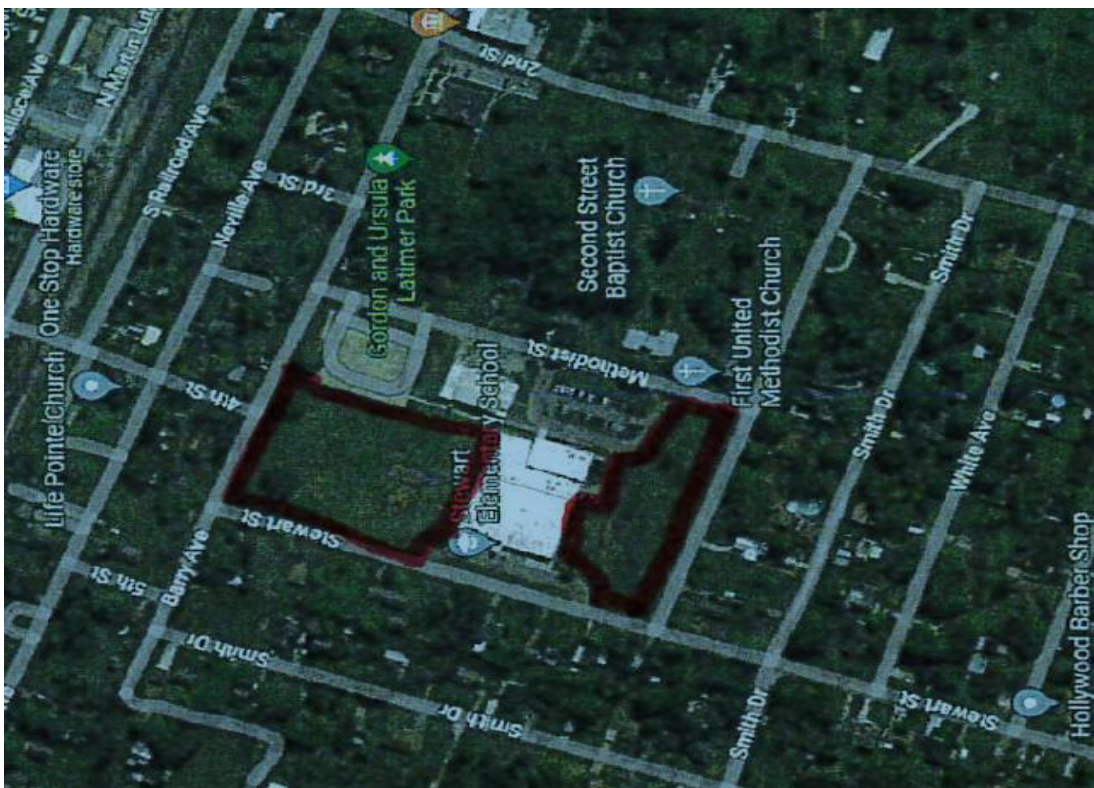
1. The selected bidder shall furnish the necessary labor, equipment and material to remove any old fencing and to furnish and install all new fencing components including, but not limited to, the following:
 - a. Gates
 - b. Fencing
 - c. Concrete footings
 - d. Posts
 - e. Hardware (latches, railings, etc.)
 - f. Attachment to adjacent structures
2. All prospective bidders must visit the project site to view the existing facilities and conditions prior to submitting a bid. Failure to visit the site will result in denied change order requests.
3. Due to the proximity of this project to operating school facilities, background checks, including criminal history and drug screening, for all construction workers performing work on the project site will be required. Proof of background check and drug screening shall be provided to the Director of Facilities and Operations prior to personnel working on the jobsite. This shall be considered and included in the bid on this project. Compensation for this item will not be made after the contract is awarded.
4. All trades shall work at least the minimum hours of 7:00 AM to 3:30 PM, five days a week. Extended hours are expected for each trade as necessary, in the opinion of the Director of Facilities and Operations. Five day work weeks are considered standard for this project and six day work weeks will be required, if deemed necessary by the Director of Facilities and Operations.
5. Contractor shall supply the adequate labor, equipment and material to meet or exceed the duration requirements listed in the bid document. This shall include, but is not limited to, manpower, equipment, materials, supervision and the procurement of materials contained in the specifications.
6. Each contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in the bid.
7. For all materials stored on site, each contractor shall be responsible for unloading, transporting and stacking of materials in locations designated by the Director of Facilities and Operations. Each contractor shall move the stored materials to the installation location at no additional cost.

8. Payment bonds will be required if the project bid price exceeds \$25,000 and performance bonds (in addition to payment bonds) will be required if the project bid price exceeds \$100,000. These bonds must be executed before work can begin.
9. Proof of workers compensation insurance, commercial general liability insurance (district shall be named as an additional insured if contract is awarded), and business automobile liability insurance shall be required.

SCOPE

The contractor will be responsible for the following:

1. Construct approximately 380 LF of new chain link fencing as indicated on the below map.
 - A. New Fence will be six (6) feet tall
 - B. Fence shall include both a top and bottom rail
 - C. All material must be commercial grade
2. This project is expected to start as soon as possible with completion no later than July 15, 2023. Any extensions must be approved by Chief Filidei and the Facilities and Operations Director.
3. Preliminary map of area for fencing.
 - A. Stewart Elementary School



B. Crosby Middle School and Hitchcock High School



MATERIALS

1. Manufacturer of material used in project shall not have less than five years of documented experience.
2. Posts, Rails, and Frames: ASTM F 1083 Schedule 40 hot-dipped galvanized steel pipe, welded construction, minimum yield strength of 25 ksi.
 - a. Line Post: 2.38 inch diameter
 - b. Corner, Terminal, & Gate Posts: 3.0 inch diameter
 - c. Top, Bottom & Brace Rail: 2.38 inch diameter, plain end, sleeve coupled.
 - d. Gate Frames: 2.38 inch diameter; 3.5 inch diameter for gates over 15 feet wide and sliding gates
3. Wire Fabric: 2 inch diamond mesh interwoven zinc coated steel chain link fabric
 - a. 9 gauge thick
 - b. Top and bottom selvage knuckle end closed
4. Concrete: ASTM C 94/C 94M, ready-mixed; Normal portland cement, 2,500 psi strength at 28 days, 3 inch slump; .25 Inch nominal sized coarse aggregate.
5. Accessories:
 - a. Caps: Cast steel galvanized; sized to post diameter, set screw retainer.
 - b. Fittings: Sleeves, bands, clips, rail ends, tension bars, fasteners and fittings; steel.
 - c. Hardware for Single Swinging Gates: 180 degree hinges, 2 for gates up to 60 inches high, fork latch with gravity drop and padlock hasp; keeper to hold gate in fully open position.
 - d. Sliding Gate Hardware: Yoke, sliding gate latch, side-mount gate stabilizers.
6. Finishes
 - a. Components (Other than Fabric): Galvanized in accordance with ASTM A 123/A 123M, at 1.9 oz/sq ft.
 - b. Hardware: Hot-dip galvanized to weight required by ASTM A 153/A 153M.
 - c. Accessories: Same finish as framing.
7. Installation
 - a. Install framework, fabric, accessories and gates in accordance with ASTM F 567.
 - b. Space line posts at intervals not to exceed 8 feet.
 - c. Place fabric on outside of posts and rails.
 - d. Set intermediate, terminal, and gate posts plumb, in concrete footings with top of footing flush on grade. Slope top of concrete for water runoff.
 - e. Line Post Footing Depth Below Finish Grade: ASTM F 567.
 - f. Corner, Gate and Terminal Post Footing Depth Below Finish Grade: ASTM F 567.
 - g. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.

- h. Provide top rail through line post tops and splice with 6 inch long rail sleeves.
- i. Install center brace rail on corner gate leaves.
- j. Do not stretch fabric until concrete foundation has cured 7 to 10 days.
- k. Stretch fabric between terminal posts or at intervals of 100 feet maximum, whichever is less.
- l. Position bottom of fabric 2 inches above finished grade.
- m. Fasten fabric to top rail, line posts, braces, and bottom rail with tie wire at maximum 15 inches on centers.
- n. Attach fabric to end, corner, and gate posts with tension bars and tension bar clips.
- o. Install support arms sloped inward and attach barbed wire; tension and secure.
- p. Do not attach the hinged side of gate to building wall; provide gate posts.
- q. Provide concrete center drop to footing depth and drop rod retainers at center of double gate openings.

8. Erection Tolerances

- a. Maximum Variation From Plumb: 1/4 inch.
- b. Maximum Offset From True Position: 1 inch.
- c. Components shall not infringe adjacent property lines.

PROPOSAL RESPONSE SHEET

Proposal Total Cost:

(Please attached itemized cost analysis)

Estimated Date of Completion:

I / We propose to provide the services proposal within this document and, if awarded the proposal, do agree to abide by all terms and conditions of the proposal.

I / We represent that we possess the expertise, qualified personnel, facilities, equipment, licenses, and permits necessary to properly and lawfully provide the services and supplies described herein.

I / We affirm that the proposer, the company, or any representative thereof, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any District employee (nor any member of a District employee's family) in connection with a purchase or with this proposal.

I / We do hereby certify that the attached proposal response represents a good faith effort to supply the Hitchcock Independent School District with the requested goods and services as set forth in this document. Neither the Forney Independent School District, nor anyone in its employ, has made any agreement outside of this document concerning the work contained herein, or any future work that might relate to this project.

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

The undersigned certifies that he/she is fully informed regarding the accuracy of the statement contained on this contract, and that the penalties herein are applicable to the proposer as well as to any person signing in his/her behalf.

This entire proposal serves as the contract. No other contract will be signed.

Pursuant to and in compliance with the project specifications and bidding requirements relating to the above referenced project, the undersigned hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the project specifications.

 Authorized Company Representative Name (Printed)

 Firm Submitting Bid

 Email Address

 Address

 Telephone Number

 City, State, Zip

 Fax Number

 Signature of Authorized Company Representative

 Title

 Date

REFERENCES

List below three (3) institutions/companies for which you have provided similar services for in the past 12 months. Be sure to furnish current contact information for individuals that actually were involved with the projects.

1.

Institution/Company Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

2.

Institution/Company Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

3.

Institution/Company Name

Street Address

City/State/Zip

Contact

Telephone Number

Email Address

CONTRACTOR'S QUALIFICATION STATEMENT

1. How many years has your organization been in business as a Contractor?
2. How many years has your organization been in business under its present name?
3. Under what other or former name has your organization operated?
4. If your organization is a corporation, please list the date of incorporation, state of incorporation, president's name, vice-president's name, secretary's name, and treasurer's name.
5. If your organization is a partnership, please list the date of organization, type of partnership (if applicable), and names of general partners.
6. If your organization is individually owned, please list the date of organization and name of owner.
7. List the categories of work that your organization performs with its own forces.
8. Has your organization ever failed to complete any work awarded to it?
9. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
10. Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?
11. Within the last five years, has any officer or principal of your organization ever been an

officer or principal of another organization when it failed to complete a construction contract? (If yes, please attach details)

12. Please list major construction projects your organization has in progress, giving the names of projects, owner, architect, contract amount, percent complete and scheduled completion date. Also state total worth of work in progress.
13. Please list major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.
14. State average annual amount of construction work performed during the past five years.
15. List construction experience and present commitments of the key individuals of your organization.
16. Please list bank references.
17. Please list bonding company references.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR** - Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of Hitchcock Independent School District (Owner). Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.
2. **ASSIGNMENT** - The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the Owner. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the School District.
3. **CONFLICT OF INTEREST** – The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the Owner shall have a financial interest, direct or indirect, in any contract with the Owner, or be financially interested, directly or indirectly, in the sale to the Owner of any land, materials, supplies or services, except on behalf of the Owner or in compliance with the provisions of the Owner's Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the Owner.
4. **SERVERABILITY** - In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
5. **MODIFICATIONS** - This contract can be modified only by written agreement of the parties.
6. **REMEDIES** - No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by any party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.
7. **FUNDING** – Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the Owner, which fiscal year ends on August 31 of each year, shall be subject to School Board budget approval. Should funding not be approved by the School Board for any given budget year during the contract term, the contract will terminate and become null and void.
8. **CONTRACTOR TO PACKAGE GOODS** - Contractor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of containers, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. District's count or weight shall be final and conclusive on shipments not accompanied by packing list.
9. **PLACE OF DELIVERY** - The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship To."
10. **TITLE AND RISK OF LOSS** - The title and risk of loss of goods shall not pass to the Owner until the Owner actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.
11. **FORCE MAJEURE** - Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or

decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Department of the date of inception of the force majeure condition and the extent to which it will affect performance.

12. **RIGHT OF INSPECTION** – Owner shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.
13. **RIGHT TO AUDIT** - Contractor agrees that the Owner shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the Owner shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The Owner shall give Contractor reasonable advance notice of intended audits.
14. **PRODUCT GUARANTEE** – Contractor guarantees equipment or product offered will meet or exceed specifications identified in this invitation to bid. The bidder shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the Owner. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the bidder shall, upon written request from the Owner, promptly remove such equipment or product without any further expense to the Owner.
15. **PATENT RIGHTS:** The vendor agrees to protect the Owner from any claim involving patent right infringement or copyrights on goods supplied.
16. **PRICE WARRANTY** - The price to be paid by the Owner shall be that contained in Contractor's proposal, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon Owner's option, FISD shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.
17. **NEW MATERIALS** - Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended.
18. **SILENCE OF SPECIFICATION** - The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
19. **INDEMNIFICATION** – Contractor does hereby agree to waive all claims, release, indemnify and both hold harmless the Owner, its officials, agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses of litigation and/or settlement, court costs and attorney fees, which may arise by reason of death or injury to persons or loss of, damage to, or loss of use of any property occasioned by any error, omission, or negligent act of the Contractor, its officers, agents, employees, subcontractors, invitees, or other persons for whom the Contractor is legally liable, arising out of or in connection with the performance of this contract, and Contractor will at its own cost and expense defend and protect the Owner against any and all such claims and demands.

20. **NON-DISCRIMINATION** - Contractor shall not discriminate against any employee or applicant for employment of Contractor because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.
21. **DISABILITY** - In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold the School District harmless against any claims or allegations asserted by third parties or subcontractors against School District arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.
22. **DRUG POLICY** - All Owner property and facilities are "drug-free" zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, or illegal drugs while in a Owner buildings or while on Owner property. The responding company and its employees shall adhere to this policy.
23. **TERMINATION FOR DEFAULT** – Owner reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, the Owner reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder. Any such act by the Owner shall not be deemed a waiver of any other right or remedy. If after exercising any such remedy, the cost to Owner of the performance of the balance of the work or services is in excess of that part of the contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the Owner for such excess.
24. **TERMINATION WITHOUT CAUSE** – Owner shall have the right to terminate the contract, in whole or in part, without cause any Time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. Owner shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
25. **NO THIRD-PARTY BENEFICIARY** – For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entity may be in a contractual relationship with the Owner or Contractor or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the Owner or Contractor.

26. **INSURANCE** – The Contractor shall purchase and maintain insurance from a company lawfully authorized to do business in the jurisdiction in which the projects are located. The insurance company shall be fiscally sound with at least an AM Best rating of A-. The Contractor shall provide a copy of the insurance certificate before work begins on the Owners premises. At a minimum, the insurance certificate shall include the following coverage:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	\$1,000,000.00
Commercial General Liability:	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	\$1,000,000.00 each person
Products and Completed Operations	\$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Independent Contractors	(Same limits as above)
Contractual Liability	(Same limits as above)
Automobile Liability:	
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit
Property Damage	\$1,000,000.00 each occurrence
Umbrella or Excess Liability	\$5,000,000.00 each occurrence/aggregate

27. **PAYMENT BOND** - For facilities construction and some services contracts, a payment bond is required for projects/contracts exceeding \$25,000. The payment bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of V.T.C.A., Govt Code, Chapter 2253.021 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. The surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold certificates of authority as an acceptable surety on the current Department of the Treasury listing as found in the Federal Register. The surety shall be a US company located in the USA. If a contract is awarded under \$25,000, but subsequent change orders cause the price to exceed \$25,000, a payment bond will be required immediately.
28. **PERFORMANCE BOND** - For facilities construction and some service contracts, a performance bond is required for projects/contracts exceeding \$100,000. The performance bond must be for 100% of the value of the work to be performed. The bond shall be prepared on a form acceptable to the Owner and must identify compliance with the provisions of V.T.C.A., Govt Code, and Chapter 2253.021 and state that all liabilities of the bond(s) shall be determined in accordance with the provisions of said code. The surety must be authorized to do business under a Certificate of Authority issued by the State of Texas and hold certificates of authority as an acceptable surety on the current Department of the Treasury listing as found in the Federal Register. The surety shall be a US company located in the USA. If a contract is awarded for under \$100,000, but subsequent change orders cause the price to exceed \$100,000, a payment bond will be required immediately.

29. **NOTIFICATION OF CRIMINAL RECORD** - The person or entity submitting an offer must give notice to the district, at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).
30. **FINGERPRINTING REQUIREMENT** - If a Contractor or their staff will be on a school site where direct contact with students may occur, the Contractor's shall send to the Department of Public Safety information that is required to obtain national criminal history records. This may include fingerprints and a photograph. Contractor may not allow an employee to provide service at an instructional facility if the employee, during the preceding 30 years, was convicted of any of the following offenses:
- a. A felony offense under Title 5, Penal Code
 - b. An offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure
 - c. An offense under the laws of another state or federal law that is equivalent to an offense under (a.) and (b.) above

Questions regarding compliance with fingerprinting requirements should be directed to Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us. Emails must identifying you as a contractor/vendor to a Texas Independent School District. The Texas Department of Public Safety's telephone number is (512) 424-2474.

31. **GOVERNING LAW AND VENUE:** Respondent agrees that this solicitation and any contract that may result thereof will be governed by and construed in accordance with the laws of the State of Texas without regard to conflict to law principles. Respondent agrees that the exclusive venue of any dispute or legal proceeding relating to this solicitation or any related written contract awarded to the successful respondent will be Kaufman County, Texas.
32. **ENTIRE AGREEMENT** – This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements, between the parties relating to matters herein and, except as otherwise provided herein, cannot be modified without written agreement of the parties.

ADDITIONAL TERMS AND CONDITIONS

Any instance in which the General Terms and Conditions and the Specifications for this proposal do not agree; then the terms in the Specifications shall take precedence.

No employee of the District shall have a direct financial interest in any contract with the District nor shall any employee have a financial interest in the sale to the District of land, equipment, supplies, materials, or service. Any violation of this policy will render the contract void, unless such contract is approved by the HISD Board of Trustees after full disclosure. Therefore, Proposer shall note any and all relationships that might be conflict of interest and include Form CIQ with the proposal.

Mail invoices to: Hitchcock ISD, Accounts Payable, 7801 Neville Ave. Bldg. B, Hitchcock, TX 77563. The vendor who is awarded this contract will not begin the project until the District has issued an award letter.

The District shall have the right to cancel this contract for any reason, at any time, with 30 days written notice to the vendor/contractor.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement.

No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or satisfaction in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting party has knowledge of the performance and opportunity for objection.

Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code will control.

The vendor/contractor shall protect, defend, save harmless, and indemnify the District, its employees, and the public from any claims, demands, or expense on account of injury or property damage arising out of anything done or omitted to be done under this contract by the contractor, subcontractor, or anyone directly or indirectly employed by either of them.

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. No proposal can be altered or amended after opening time.

A proposal may be withdrawn only upon request by the Respondent or a duly authorized representative, provided such request is received by Hitchcock ISD at the place designated for receipt of proposal and prior to the time fixed for the opening of proposals.

It shall be the vendor's responsibility to make sure that all products and materials used or delivered comply with all applicable federal, state, and local laws, codes, and regulations. Seller warrants that all products sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

All contracts and agreements between contractor and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Both parties agree that venue for any litigation arising from this contract shall lie in Galveston County, Texas. All contracts and agreements will adhere to Texas Education Code regarding school district contracts and shall be governed by the laws of the State of Texas and the Uniform Commercial Code.

During the term of this contract, the contractor shall carry and pay the premium for insurance of the types and limits stated herein.

Company is required to be in compliance with Senate Bill 9. Legislative Requirement

Senate Bill 9 directs school District contractors to obtain state and national criminal history background searches on their employees who:

On or after January 1, 2008, is offered employment by an entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services, if:

- (1) The employee or applicant has or will have continuing duties related to the contracted services; and
- (2) The employee or applicant has or will have direct contact with students.

The bill states that DPS will provide the results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT). FACT is a new service developed by the DPS to fulfill the background check requirements of non-criminal justice entities. Initially FACT will serve the Texas Education Agency (TEA), school districts, charter schools, and school contractors as required by Senate Bill 9.

**REQUIRED WORKERS' COMPENSATION COVERAGES
28 TAC 110.110(C) (7), ADOPTED TO IMPLEMENT TEXAS LABOR CODE 406.096**

From: Hitchcock ISD Board Policy CV(Legal) DATE ISSUED: 06/26/2022 UPDATE 119

A district that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project. Each subcontractor shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the district. *Labor Code 406.096(a)–(b)*

A district that enters into a building or construction contract on a project shall:

1. Include in the bid specifications all the duties and responsibilities of contractors pertaining to required workers' compensation coverage, using the language required by 28 Administrative Code 110.110(c)(7).
2. As part of the contract, using the language required by 28 Administrative Code 110.110(c)(7), require the contractor to perform the duties and responsibilities pertaining to required workers' compensation coverage as set out in 28 Administrative Code 110.110(d).
3. Obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project.
4. Obtain from the contractor a new certificate of coverage showing extension of coverage:
 - a. Before the end of the current coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and
 - b. No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.
5. Retain certificates of coverage on file for the duration of the project and for three years thereafter.
6. Provide a copy of the certificate of coverage to the Texas Department of Insurance, Division of Workers' Compensation upon request and to any person entitled to a copy by law.
7. Use the language contained in 28 Administrative Code 110.110(c)(7) for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p>_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p>_____ Signature of vendor doing business with the governmental entity</p> <p>_____ Date</p>	

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.

CERTIFICATION OF NO-BOYCOTT OF ISRAEL FORM

I, (person name) _____, the undersigned representative of (company or business name) _____ (hereafter referred to as "Company"), being an adult over the age of eighteen (18) years of age, verify that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

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

Date

Signature of Company Representative

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, I, the undersigned agent for the firm named below, certify that the company is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the below-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Owner.

Date

Signature of Company Representative

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "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 notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a School District may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract.

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.

Vendor's Name: _____

Authorized Company Official's Name: _____

A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

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

Name of felon(s): _____

CERTIFICATION FOR CONTRACTOR EMPLOYEES

Education Code Chapter 22 requires entities that contract with school districts to obtain criminal history information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from working at a school district. A covered employee is defined as an employee of a contractor or 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 direct contact with students.

Contractor may not allow an employee to work at an instructional facility if the employee, during the preceding 30 years, was convicted of one or more of the following offenses, if at the time of the offense, the victim was under 18 years old or enrolled at 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 _____ ("Contractor"), I certify that

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

Or

☐ Some or all of the employees of Contractor and any subcontractors are covered employees. If this box is checked, I further certify that:

1. Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
3. Upon request, Contractor 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, Contractor agrees to discontinue using that covered employee for projects on property.

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

Company Name

Signature of Authorized Representative

Printed Name

Date

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND
HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

Bidding companies that have been certified by the State of Texas as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating ☐ Yes ☐ No

Vendor certifies that this firm is a HUB (Required by some participating ☐ Yes ☐ No

Please attach a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your proposal response.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.

Contractor'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: _____

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred as required by (13 CFR Part 145). Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

By submitting this offer and signing this certificate, the bidder certifies the company and principals:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not, within a three-year period, preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not, within a three-year period, preceding this bid had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. Are not presently listed on the Federal Government Terrorism Watch List as described in Executive Order 13224.

The inability of a bidder to provide the certification required will not necessarily result in denial of participation in this covered transaction. The bidder shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the District's determination whether to enter into this transaction. However, failure of the bidder to furnish a certification or an explanation shall bid reason for disqualification from participation in this transaction. The bidder shall provide immediate written notice to the District if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

Bidder's Name _____

Bidder's Address _____

Bidder's Telephone _____

Authorized Company Official's Name (Printed) _____

Signature of Company Official _____

Date _____

NON-COLLUSION CERTIFICATE

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

Vendor: _____

Street Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Proposer (Signature): _____

Proposer (print name): _____

Company Officer (Signature): _____

Company Officer (print name): _____

NON-RESIDENT VENDOR FORM

Texas law prohibits cities and governmental units from awarding contracts to a non-resident unless the amount of such proposal is lower than the lowest proposal by a Texas resident by the amount the Texas resident would be required to underbid in the non-resident bidder's state. For information regarding this series of questions, see Article 601g of the Texas Civil Statutes.

Is your principal place of business in Texas? Yes No (Circle One)

If no, in which state is your principal place of business? _____

If your principal place of business is not Texas, does your state favor resident bidders in your state by some dollar increment or percentage? Yes No (Circle One)

If yes, what is that dollar increment or percentage? _____

Authorized Signature

Name of Company

Telephone Number

Address

Date

City, State, and Zip Code

INTERLOCAL AGREEMENT CLAUSE

Yes _____ No _____ If you, the Contractor, checked yes, the following will apply. Governmental entities utilizing Internal Governmental contracts with Hitchcock Independent School District will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than Hitchcock Independent School District will be billed directly to that governmental entity and paid by that governmental entity. Hitchcock Independent School District will not be responsible for another governmental entity's debts. Each governmental entity will order their own material/service as needed. For information regarding the Educational Purchasing Cooperative of North Texas, please visit their website at the following address:

<http://www.epcnt.com>

Authorized Company Representative Name (Printed)

Title

Signature

Date

By signing the filled-out form, you:

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

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

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

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

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

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

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

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

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

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

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

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

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

G—A real estate investment trust

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

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

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

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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*, earlier.

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.