



**PORT NECHES-GROVES INDEPENDENT SCHOOL DISTRICT'S
REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR**

**Construction of a NEW Grade PK-2 Primary School located at 2620 Merriman St.,
Port Neches, TX**

AND

**Construction of a NEW Grade PK-2 Primary School located at 3901 Cleveland Ave.,
Groves, TX**

Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter D, as amended, Port Neches-Groves Independent School District is seeking competitive sealed proposals from qualified Contractors to provide Construction Services for two (2) new Primary Schools (grades PK-2).

Project: Construction of two (2) PK-2 Primary Schools for Port Neches-Groves ISD

**Locations: 2620 Merriman St, Port Neches, TX
(Current site of Ridgewood Elementary School)**

**3901 Cleveland Ave., Groves, TX
(Current site of Groves Elementary School)**

**ISSUED BY (Owner):
Port Neches-Groves ISD
620 Avenue C
Port Neches, Texas 77651**

**SUBMIT INQUIRIES TO:
Name: Jeffrey Carbone & Lexi Stroescu
Program Manager: CBRE | HEERY
Telephone: 281.777.9347
Email: jeff.carbone@cbre.com
lexi.stroescu@cbre.com**

Drawings, specifications, and other proposal documents can be requested from:

Rayce Boyter rboyter@vlkarchitects.com

Valeriya Kotova vkotova@vlkarchitects.com

SECTION 1 – PROJECT OVERVIEW

Project Overview and Scope: Port Neches-Groves Independent School District (“PN-G ISD,” the “District,” or the “Owner”) is seeking **competitive sealed proposals** from qualified proposers to provide construction services for a construction project in support of the 2019 Port Neches-Groves ISD bond program. The project scope consists of the **construction of two (2) “prototype” Primary Schools (grades PK-2) located in Port Neches, TX and Groves, TX.** The schools will be constructed concurrently, with the intent of having both schools available for the 2023/24 school year.

NOTE: Both sites are fully operational elementary schools. Care must be taken to not interrupt school operations and to ensure the safety of all students and faculty during construction.

<https://www.pngisd.org/domain/2183>

Each school is an approximately 110,504 Sq. ft., 1-story building. The buildings are identical in design and finish. They feature classroom space to support up to 750 students, a media library, cafeteria with kitchen, gym, computer lab, dedicated science and art instruction areas and a fully self-sustaining SPED wing.

Project Team: The selected Proposer will join a Project Team which will include Owner Administration, Program Manager, and Architect/Engineer, all of whom will be engaged in a cooperative effort to provide the Owner with successful and cost-effective solutions for the new schools.

- Architect: VLK Architects, Mr. Rayce Boyter, AIA (Principal Architect)
- Program Manager (Owner's Representative):
 - CBRE | HEERY, 2800 Post Oak Blvd. Suite 500, Houston, Texas 77056
 - Mr. Jeffrey Carbone, PMP, CCM (Program Manager)
 - Ms. Lexi Stroescu, LEED GA, CMIT (Sr. Project Manager)

Estimated Budget: The estimated construction budget for this phase of the program is \$26.5 Million for each school for a total estimated budget of \$53 million.

Project Information: The Owner plans to build 2 new Primary Schools. The Project is anticipated to include (but is expressly not limited to) the following general scope items:

Abatement and demolition of the existing Ridgewood and Groves Elementary schools located adjacent to the new Primary schools
Tree protection, earthwork, site utilities, concrete paving
Concrete foundation
Insulating concrete roof deck
Masonry
Structural steel framing and decking
Cold-formed metal framing
Glazed decorative metal railings
Metal wall panels
Modified bituminous membrane roofing
Hollow metal doors and frames, wood doors, aluminum storefront, overhead coiling doors
Gypsum board assemblies
Tile, resilient flooring, sheet carpeting, resinous athletic flooring, painting
Acoustical ceilings and sound absorbing units
Casework
Specialties
Equipment
Conveying equipment
Wet pipe sprinkler system
Plumbing systems
HVAC Systems and building automation
Electrical, lighting, lightning protection and emergency power
Communications and audio-visual systems

Access control, video surveillance, intrusion detection, and fire alarm systems

NOTE: There is NO minimum MBE/WBE/Diversity participation requirement for this RFP

Proposed Procurement Schedule (subject to change at Districts discretion)

Pre-Proposal Meeting	01/10/2022
RFI's Deadline	01/14/2022
RFP Response Package Due	02/03/2022
Begin Negotiations	02/07/2022
Notification of Award	02/14/2022

Proposal package to include the following:

1. Part 1- Qualifications Package

- a. Each proposer will be asked to provide documentation describing its qualifications to perform the work. The qualification proposal shall include:
 - i. Schedules for both projects (major milestones only)
 - ii. Execution plan for both projects (approach)
 - iii. Logistics plan (access paths, material laydown areas, fence lines, truck routes, etc.) for both projects.
 - iv. Safety plan, with specific emphasis on the protection of the community and students
 - v. Assigned Project Manager Resume for each project
 - vi. Assigned Project Superintendent Resume for each project
 - vii. Assigned Safety Manager Resume for each project
 - viii. Relevant Experience
 - ix. A properly executed and current Contractor's Qualification Statement, AIA Document A305, including references with the names of contact persons, telephone numbers and email addresses
 - x. A list of projects currently being constructed, and projects completed within the last 5 years; include the name of the Owner, date completed, construction cost, Owner's contact and Architect's contact. Include telephone numbers and email addresses for all contacts and references

2. Part 2 – Pricing Proposal

- a. Each proposer shall submit a complete pricing proposal (per project), broken down by CSI division. The price proposal shall include:
 - i. Cost by CSI division
 - ii. General Conditions
 - iii. Allowances
 - iv. Insurance and bonds
 - v. Any other pricing information required by this RFP

All proposal packages must be sealed and must be clearly marked with the following:

- Proposer's name, address and telephone number
- Project Description/Title
- Proposal Opening Date/Time

All proposals shall be submitted to:

PORT NECHES-GROVES ISD
Attn: Sheri Drawhorn
620 Avenue C
Port Neches, Texas 77651

Pre-Proposal Meeting: Pre-Proposal meeting agenda will include review of topics that may affect proper preparation and submittal of proposals and is scheduled for **1:00 p.m. on January 10, 2022** in the LGI room of the PNG Sr. High School, 1401 Merriman St. Port Neches, TX 77651. Attendance at the pre-proposal meeting is not mandatory, but all proposers are highly encouraged to attend.

PROPOSAL PACKAGE

Proposal Deadline: Opening Time/Location. Pricing Packages: The sealed proposal packages for the construction work to be performed as required and/or contemplated under this request for competitive sealed proposals and as described herein and in the construction documents will be received until the proposal opening time, **Base Proposals - February 3, 2022 at 2 p.m. at the PN-G Administration Building, 620 Ave. C Port Neches, TX 77651**, at which time the pricing proposals will be publicly opened and the names of the proposers and the monetary proposals will be read aloud.

NOTE: Please prepare separate pricing proposals for each school.

Pricing proposals may be delivered by U.S. Postal mail, courier, or hand-delivery to PN-G ISD on or before the date and time set to receive pricing proposals. Proposers shall submit 1 original, 1 flash drive and 5 copies of **EACH** pricing proposal in a sealed envelope and are responsible for ensuring that their proposals are time-stamped to evidence timely submission. Pricing proposals will only be accepted at PN-G ISD's Administration Building, located at 620 Ave. C, Port Neches, Texas 77651 between the hours of 8 a.m. and 4 p.m., Monday through Friday on regular business days, and between 8 a.m. and 2 p.m. on the due date, February 3, 2022.

Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of PN-G ISD, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

SELECTION CRITERIA (weighting)

In accordance with Sections 2269.153, 2269.155, and 2269.055 of the Texas Government Code, PN-G ISD will evaluate proposals on the basis of the following selection criteria:

Criteria Weight Table		
	Criteria	Criteria Weight
1	Price	30
2	Proposer’s Experience & Reputation	20
3	Quality of Proposer’s approach and logistics plan	25
4	Whether Proposer’s financial capability is appropriate to the size and scope of the project	5
5	Proposer’s Proposed Personnel	10
6	Proposer’s Safety Record and Safety Plan	10
	TOTAL	100

Award/Contract Approval: This procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by the District’s Board of Trustees. Subsequent to required approval, the only person authorized to commit the District contractually is the Superintendent or his designee. This solicitation is an invitation for sealed proposals and neither this solicitation nor the response or the proposal from any prospective proposer/contractor shall create a contractual relationship that would bind the District until such time as both the District and the selected proposer/contractor sign a legally binding contract, which includes, without limitation, the terms required by the District.

It is the intent of the District to award a single contractor to construct both schools, with a separate contract for each school.

The District, at its sole discretion, may split the award to separate contractors or choose to award only one contract for a single school.

Contract Term: Actual work to be performed and the schedule for performance under this solicitation will be based upon the terms, conditions, and timelines agreed upon by PN-G ISD and the selected contractor. **Time is of the essence for this project. All Work listed in the construction documents shall be substantially completed no later than the dates shown below.**

Port Neches Primary School – Phase 1 Substantial completion date – July 1, 2023

Port Neches Primary School – Phase 2 Substantial completion date - July 15, 2023

Groves Primary School – Phase 1 Substantial completion date – July 1, 2023

Groves Primary School – Phase 2 Substantial completion date – July 15, 2023 (Existing School can be demolished as soon as June 2022)

It is the intent of the District to have both schools fully operational no later than the start of the 2023-24 school year.

Reservations and Waivers: This procurement solicitation shall be in accordance with applicable law and PN-G ISD policies and general terms, including the following:

1. This Request for Competitive Sealed Proposals does not obligate PN-G ISD to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal. PN-G ISD assumes no financial responsibility for any costs incurred by proposers in developing and submitting a proposal, participating in pre-bid meetings, or any other costs incurred by proposers in connection with this procurement solicitation. PN-G ISD reserves the right to conduct all research it deems necessary as part of its evaluation of Proposers, including Proposers' previous clients.
2. **PN-G ISD, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**
3. **PN-G ISD RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL.**
4. **PN-G ISD RESERVES THE RIGHT TO WAIVE ANY FORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE CONSTRUCTION AND/OR PROCUREMENT DOCUMENTS, AND/OR ANY PROPOSALS RECEIVED OR SUBMITTED.**
5. **BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST PN-G ISD AND PN-G ISD'S BOARD MEMBERS, ADMINISTRATORS, EMPLOYEES, AND/OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROCUREMENT PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.**
6. PN-G ISD reserves the right to withdraw/cancel this solicitation at any time for any reason, remove any scope component for any reason and to issue such clarifications, modifications and/or amendments as deemed appropriate by PN-G ISD, in its sole discretion.
7. A response to this procurement solicitation is an offer to contract with PN-G ISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation and the construction documents. A contract is not formed unless and until a proposal is accepted and awarded by PN-G ISD after approval by the PN-G ISD Board of Trustees. PN-G ISD will utilize the AIA Document A101-2017 contract, as modified by PN-G ISD, along with the AIA Document A201 General and Supplementary Conditions, as modified by PN-G ISD, including incorporated reference files. The AIA Documents, as modified by the Owner, are included herein as Exhibit C. Any exceptions to PN-G ISD's modifications to the AIA Documents must be clearly indicated in the Proposer's hard copy submission with Part 1 Qualifications. Each Proposer, by making its proposal, represents that the Proposer has read, understands, and agrees to PN-G ISD's modifications to the AIA Documents.

8. Reserved.
9. Proposals received will become a part of PN-G ISD's official files without further obligation to the respondents.
10. Respondents shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of PN-G ISD, or to any consultant, employee, or member of PN-G ISD for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.
11. Access and Audit Rights: The Owner, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Proposer's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The respondent shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U.S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector general of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.
12. Criminal Background Checks: Proposer agrees to provide assurance that all employees and subcontractors of the Contractor who have contact with students have passed a criminal history background check current within the last year.
13. No employee, officer or member of PN-G ISD shall participate in the selection, development of a response to this procurement solicitation, award or administration of a contract resulting from this procurement solicitation if a conflict of interest, real or apparent, would be involved.
14. Proposers shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.

SECTION 2 – INSTRUCTIONS TO PROPOSERS

1. **Definitions:**

Procurement Documents include the procurement requirements and the proposed contract documents. The procurement requirements consist of this Request for Competitive Sealed Proposals, including its exhibits and attachments, and all addenda. The proposed Contract Documents consist of the AIA Document A101-2017 contract, as modified by PN-G ISD; Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by PN-G ISD; AIA Document A201 General Conditions, as modified by PN-G ISD; reference files and other documents incorporated by reference in the AIA Documents; the Drawings and Specifications. The AIA Documents, as modified by PN-G ISD, are included herein as Exhibit C.

2. **Review of Construction Documents**

A complete set of documents (collectively, "Procurement Documents") shall be used in preparing a proposal; PN-G ISD, PN-G ISD's construction manager-agent/program manager, or PN-G ISD's architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of construction and/or procurement documents. Each prospective proposer should carefully review the construction documents and take such steps as may be reasonably necessary to ascertain the resulting contract performance requirements. Failure to do so will not relieve proposers from the responsibility of estimating properly the difficulty/level of effort or cost of successfully performing any resulting contract. After the proposals have been opened, PN-G ISD shall have the right to review the proposals and examine the credentials and qualifications of each proposer to determine whether any or all of the proposals are responsive and to make a determination as to whether any one or more proposers are qualified, responsible contractors.

Proposers shall carefully study and compare the Procurement Documents with each other, shall examine the site and local conditions, and shall at once report to the program manager errors, inconsistencies, or ambiguities discovered.

Drawings, specifications, and other proposal documents can be requested from:

Rayce Boyter rboyter@vlkarchitects.com

Valeriya Kotova vkotova@vlkarchitects.com

Procurement Documents may be reviewed at the following plan rooms
starting December 13, 2021:

Dodge

www.construction.com

Reed Construction Data

www.cmdgroup.com

iSqFt

www.isqft.com

Printed Procurement Documents are NOT available.

3. Explanation to Proposers: Questions: Registration with Program Manager

Any explanation desired by a prospective proposer regarding the meaning or interpretation of the Procurement Documents must be requested in writing and with sufficient time allowed (a minimum of seven (7) calendar days before the date set to receive proposals) for a response to reach prospective proposers before the submission of their proposals. Any PN-G ISD response, interpretations, corrections, and/or changes to the procurement or construction documents will be in the form of an addendum.

All such addenda shall be posted where the original procurement documents were placed. Receipt of any addenda issued by PN-G ISD shall be acknowledged by the proposer with the proposal submission.

All questions and/or requests for information must be sent via e-mail to:

- CBRE | HEERY, Program Manager, at jeff.carbone@cbre.com or lexi.stroescu@cbre.com

E-mails shall be clearly identified by the subject line in the following manner:

PN-G ISD 2019 Bond Program – Primary Schools RFP

For all proposers preparing to submit a proposal for the work enumerated in the construction documents to PN-G ISD, please register with PN-G ISD's program management firm for this project:

CBRE | HEERY,
2800 Post Oak Blvd. Suite 500, Houston, Texas 77056,
jeff.carbone@cbre.com
lexi.stroescu@cbre.com

This registration will allow PN-G ISD to maintain a proposer list and have the opportunity to submit responses to proposers' questions/requests for information equally with all proposers. The registration consists of an email to the Program Manager stating intent to bid.

Prospective proposers are responsible for obtaining issued addenda to the request for competitive sealed proposals to ensure they have the most current and complete Procurement Documents.

4. General Requirements

- a. PN-G ISD is seeking proposals from qualified, responsible contractors to provide construction services.
- b. The contractor must have the administrative and fiscal capability as well as experience to provide and manage the services requested.
- c. The contractor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations and orders of all authorities having jurisdiction over the contract.
- d. The contractor must be adequately insured and bonded.
- e. The contractor must employ qualified personnel with adequate training and experience and in adequate numbers.

5. Proposer Eligibility for Contract Award

In order for a proposer to be eligible to be awarded a contract, the proposal must be responsive to the solicitation and PN-G ISD must be able to determine that the proposer is responsible to perform the resulting contract satisfactorily.

Responsive proposals are those that comply with all material aspects of the solicitation, conform to the Procurement Documents, and meet the requirements set forth in this solicitation. Proposals that do not comply with the terms and conditions of the solicitation will be rejected as non-responsive.

Each proposer shall complete, and submit with the proposal, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance or required by a company or otherwise to perform the work, the proposer must be properly licensed prior to submitting a proposal to PN-G ISD and must furnish evidence of such licensing or credentials with the proposal.

Responsible proposers, at a minimum, must meet all of the following requirements:

- Be an experienced contractor who has served as a prime contractor on similar construction projects for schools/governmental entities and be knowledgeable about requirements for construction of and building elements for schools including, without limitation, applicable building code requirements;
- Provide a warranty and support for any equipment installed as part of the construction services;
- Possess or is able to obtain adequate financial resources as required to perform under any contract resulting from this procurement solicitation;
- Have a responsible safety record, as detailed in this procurement solicitation;
 - Proposers must submit with their sealed proposal the following evidence of proposer's safety record: a loss analysis from the proposer's insurance carrier, and a loss history covering all lines of insurance coverage carried by the proposer.
- **Be able to obtain payment and performance bonds of the types and in the amounts described in this procurement solicitation;**
 - Proposers must provide a letter of statement from an acceptable surety licensed to do business in the State of Texas that the proposer general contractor is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation. **Proposers must include such letters in their proposals.**
 - Payment and performance bonds shall be provided after the proposal/contract award in order to proceed with contract execution.
 - Proposers shall include the related bond cost within their proposal amount.
- **Comply with all prevailing wage rate requirements.**
 - The contractor who is awarded a contract resulting from this procurement solicitation must pay not less than the prevailing wage rates determined by PN-G ISD to a worker employed by it in the execution of a contract and must keep a record of such, as detailed in this procurement solicitation.
- **Be able to obtain all required permits.**
 - All permit costs, inspection costs by governmental authorities having jurisdiction and associated fees, including but not necessarily limited to, building permits, sprinkler permits, canopy permits, fence permits, etc. will be paid by the selected proposer.
 - Proposers shall include the related permitting and inspection costs within their proposal amount.
- Submit all required proposal forms. If there are any missing proposal form pages, proposers may be disqualified.
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- Have necessary management and technical capability to perform any resulting

contract;

- Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation;
- Be registered to do business in the State of Texas;
- Be in good standing with the State of Texas;
- Be otherwise qualified and eligible to receive a contract award under applicable laws and regulations.

Proposals deviating or taking exceptions to the solicitation requirements may not be considered. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.

6. **Terms and Conditions**

This procurement solicitation shall be in accordance with applicable law, including Subchapter D of Chapter 2269 of the Texas Government Code (Competitive Sealed Proposal Method of Procurement), PN-G ISD policy, and the following terms and conditions of this procurement solicitation:

- a. **Contract Award.** Award of a contract, if any, will be made to the proposer who submits the proposal that offers the best value for PN-G ISD, based on (a) the selection criteria in this request for competitive sealed proposals and the weighted value for those criteria listed in this procurement solicitation; and (b) PN-G ISD's ranking evaluation. TEX. GOV'T CODE § 2269.155(a). PN-G ISD must first attempt to negotiate a contract with the selected proposer. PN-G ISD and its Program Manager may discuss with the selected proposer options for a scope or time modification and any price change associated with the modification. TEX. GOV'T CODE § 2269.155(b). If PN-G ISD is unable to negotiate a satisfactory contract with the selected proposer, PN-G ISD must, formally and in writing, end negotiations with that proposer and proceed to the next proposer in the order of the selection ranking until a contract is reached or all proposals are rejected. TEX. GOV'T CODE § 2269.155(c).
- b. **Taxes.** PN-G ISD is exempt from taxation, and no proposal shall include any costs for taxes to be assessed against PN-G ISD.
- c. **Appropriated Funds.** The purchase of services and/or products that arises from this solicitation is contingent upon the availability of appropriated funds. In addition to other termination rights contained in the resulting contract, if any, PN-G ISD shall have the right to terminate the resulting contract at the end of the current or each succeeding PN-G ISD fiscal year if funds are not appropriated by PN-G ISD's Board of Trustees and/or Public Facility Corporation for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, PN-G ISD reserves the right to terminate the contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of PN-G ISD or the contractor. Upon termination of the contract, PN-G ISD shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur.
- d. **Insurance.** Contractor must obtain and keep in effect during the term of the contract, insurance coverage in the below listed types and minimum amounts. As evidence of insurance coverage, **Contractor must furnish to PN-G ISD certificate(s) of insurance as detailed in Exhibit A to the AIA Document A 101-2017 (see Section A. 3.1.1).**

Type of Coverage	Amount of Coverage
Liability and other insurance	As detailed in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by PN-G ISD
Workers Compensation & Employers Liability Insurance	As detailed in Exhibit A hereto and Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by PN-G ISD

Contractor must perform the duties and responsibilities pertaining to required workers' compensation coverages, as detailed in Exhibit A and in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by PN-G ISD.

Contractor shall provide PN-G ISD with a certificate of coverage for each person/company providing services on the project, prior to that person/company beginning work on the project. This provision includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracts directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the contract. Services include, but are not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

Contractor shall provide PN-G ISD with a new certificate of coverage showing extension of coverage:

- (1) Before the end of the coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and
- (2) 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.

- e. Performance and Payment Bonds. The successful contractor, before beginning the work under any contract resulting from this procurement solicitation, is required to execute a performance bond and a payment bond as detailed in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by PN-G ISD (enclosed herein as Exhibit C).

Proposers must provide a letter of statement from a bonding company that the proposer general contractor is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation.

- f. Prevailing Wage Rates. A worker, laborer, or mechanic employed on a public work by or on behalf of PN-G ISD shall be paid: (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The PN-G ISD Board has determined the general prevailing rate of per diem

wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work. Attached hereto as Exhibit B are the prevailing wage rates adopted by the PN-G ISD Board.

The contractor who is awarded a public works contract by PN-G ISD or a subcontractor of the contractor shall pay not less than the prevailing wage rates determined by PN-G ISD to a worker employed by it in the execution of the public works contract. A contractor or subcontractor who violates the requirement to pay prevailing wage rates shall pay to PN-G ISD, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the public works contract; PN-G ISD shall specify this penalty in the public works contract.

Obligation to keep Prevailing Wage Rates Records. A contractor and subcontractor employed on an PN-G ISD public works contract shall keep a record showing:

- (1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and
- (2) the actual per diem wages paid to each worker.

The record shall be open at all reasonable hours to inspection by PN-G ISD officers and agents. TEX. GOV'T CODE § 2258.024.

- g. Permitting; Inspections. Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform the contract resulting from this procurement solicitation. Contractor must comply with all state and local building code requirements.
- h. Safety Record of Proposer. PN-G ISD will consider the safety record of the proposer in determining to whom to award a contract resulting from this procurement solicitation. The safety record shall be defined as a loss analysis from the proposer's insurance carrier, and a loss history covering all lines of insurance coverage carried by the proposer. See PN-G ISD Policy CVB (Local).

Proposers shall include in the qualifications package:

- a. a loss analysis from the proposer's insurance carrier, and
 - b. a loss history covering all lines of insurance coverage carried by the proposer.
- i. Conflict of Interest. PN-G ISD is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any company who does business with PN-G ISD or who seeks to do business with PN-G ISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. See Attachment C – Proposer Certification Forms.
 - j. Discrepancies. Any discrepancies within the Construction Documents, including between the Drawings and Specifications, or errors must be reported to the architect for interpretation. The architect will at all times endeavor to explain and interpret all discrepancies, but does not bind itself for any interpretation not in writing. In the event of discrepancies which have not been interpreted in writing or conflicts within the Contract

Documents, including drawings and specifications, the Proposer shall consider that the greater value or quantity shall apply and the submitted Competitive Sealed Proposal shall reflect this fact.

- k. Materials. Any reference in the Construction Documents to materials, products, equipment, fixtures, etc., shall not be construed as limiting competition in any manner; however, only the architect/engineer shall have the authority to determine whether a material is equal. No substitution will be allowed unless authorized in writing by the architect or engineer. See below section regarding Substitutions.

Where a definite material is specified, it is to set a standard, unless so noted that NO substitution allowed. Manufacturers of products not named in the Construction Documents will be required to show evidence satisfactory to the architect/engineer, that their product is equal in construction, similar in design, and will serve the intended purpose as the item specifically named.

- l. Substitutions. The materials, products and equipment described in the Construction Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. **No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the Program Manager at least ten days prior to the date for receipt of Proposals.** Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the Proposer. The Program Manager/Architect's decision of approval or disapproval of a proposed substitution shall be final. If the Program Manager/Architect approves a proposed substitution prior to receipt of Proposals, such approval will be set forth in an Addendum. Proposer shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.
- m. Appeal/Protest Process. Any Proposer who submitted a proposal may appeal PN-G ISD's award, if the appeal is based on deviations from laws, rules, regulations, or PN-G ISD Board policies. PN-G ISD Board Policy GF (Local) applies to any Proposer wishing to appeal a proposal and/or award of a contract.

7. Proposal Format

All proposals must include the following:

1. Title Page
2. Table of Contents
3. Business Identification
4. Compliance with Procurement Documents
5. Evidence to be used for evaluation/selection criteria
6. All required documentation and attachments (see #8, below)

Documentation must be complete.

8. Required Documentation and Attachments

The documentation and attachments listed below are required to be included in Part 1 of the proposal package. All forms must be completed and signed.

1. Proof of Insurance – certificates of insurance of the types and amounts described in this procurement solicitation, including in Exhibit A and in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by PN-G ISD (enclosed as Exhibit C hereto)
2. Letter of statement from a bonding company that the proposer is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation. REFER TO DIVISION 00 and 01 for bond form
3. Proof of Proposer's Safety Record – Proposers must submit:
 - a. a loss analysis from the proposer's insurance carrier, and
 - b. a loss history covering all lines of insurance coverage carried by the proposer.
4. Attachment A – Proposer Questionnaire and Qualification Statement
5. Attachment B – Proposer Certification Forms
6. Attachment C – Asbestos-Free Materials and Inspection
7. Attachment D – Acknowledgement of Final Completion Documents
8. Attachment E – W-9 Form
9. Document 00 42 00 – Proposal Form

9. Post-Proposal Information

The Proposer shall, as soon as practicable or as stipulated in the Procurement Documents, after notification of selection for the award of a Contract, furnish to PN-G ISD through the Program Manager in writing, a list of proposed major subcontractors for the Project, including, without limitation, structural steel, mechanical, electrical, plumbing, masonry, roofing, glazing, and sitework.

Exhibit A – PN-G ISD’s Required Workers’ Compensation Insurance Coverages

PN-G ISD shall use the following language for bid specifications and contracts for building or construction, 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.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor’s/person’s work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project (“subcontractor” in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor’s current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;
2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
4. Obtain from each other person with whom it contracts, and provide to the contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts to perform as required by items 1–6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

Exhibit B – Prevailing Wage Rates

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023. Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates – School Construction Trades

Effective: June 12, 2019

Texas Gulf Coast Area

CLASSIFICATION	2019 HOURLY RATE
ASBESTOS WORKER	\$18.00
BRICKLAYER; MASON	\$18.98
CARPENTER; CASEWORKER	\$18.90
CARPET LAYER; FLOOR INSTALLER	\$19.80
CONCRETE FINISHER	\$13.90
DATA COMM/TELE COMM	\$22.58
DRYWALL INSTALLER; CEILING INSTALLER	\$16.40
ELECTRICIAN	\$25.50
ELEVATOR MECHANIC	\$31.50
FIREPROOFING INSTALLER	\$19.17
GLAZIER	\$19.67
HEAVY EQUIPMENT OPERATOR	\$21.00
INSULATOR	\$14.90
IRONWORKER	\$23.00
LABORER, HELPER	\$11.75
LATHERER;PLASTERER	\$18.60
LIGHT EQUIPMENT OPERATOR	\$13.25
METAL BUILDING ASSEMBLER	\$16.33
MILLWRIGHT	\$26.30
PAINTER; WALL COVERING INSTALLER	\$14.67
PIPEFITTER	\$25.17
PLUMBER	\$31.00
ROOFER	\$15.10
SHEET METAL WORKER	\$20.25
SPRINKLER FITTER	\$20.61
STEEL ERECTOR	\$23.33
TERRAZZO WORKER	\$16.42
TILE SETTER	\$15.30
WATERPROOFER;CAULKER	\$14.90

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

Prevailing Wage Rates

Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and/or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER; PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf), conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
MILLWRIGHT	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts, and align pumps.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo.
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

ATTACHMENT A – BUSINESS QUESTIONNAIRE & QUALIFICATION STATEMENT

FIRM NAME: _____

CONTACT PERSON'S NAME AND PHONE NUMBER:

Do you or any officer, partner, owner, sales representative, and/or spouse work for Port Neches-Groves ISD? Yes No

If yes, please specify: _____

Please indicate how you became aware of this procurement.

Source: _____

I. ORGANIZATION

1. Type of Organization

_____ Individual _____ Sole Proprietorship
_____ Partnership _____ Corporation, Incorporated in _____

2. Federal Employer Identification Number: _____

3. Number of persons currently employed: _____

4. How many years has your organization been in business as a contractor? _____

5. How many years has your organization been in business under its present business name? _____

List any other or former names your organization has operated under:

6. If your organization is a corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice-president's name: _____

7. If your organization is a partnership, answer the following:

Date of organization: _____

Type of partnership (if applicable): _____

Names(s) of general partner(s): _____

8. If your organization is individually owned, answer the following:

Date of organization: _____

Name of owner: _____

9. If the form of your organization is other than those listed above, describe it and name the principals/owners:

II. LICENSING

1. List the jurisdiction(s) and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2. List the jurisdiction(s) in which your organization's partnership or trade name is filed.

III. EXPERIENCE

1. List the categories of work that your organization normally performs with its own forces.

2. Claims and Suits: (If the answer to any of the questions below is yes, please attach details.)

Has your organization ever failed to complete any work awarded to it?

Yes No

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Yes No

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Yes No

3. On a separate sheet, list major construction projects your organization has in progress, giving the name of the project, owner, architect, contract amount, percent complete, and scheduled completion date.

IV. FINANCING

Name of Proposer's Financial Institution: _____

Contact Person: _____

Title: _____

ATTACHMENT B – PROPOSER CERTIFICATION FORMS

CERTIFICATION OF RESIDENCY

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

Section: 2252.001: "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor 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 non resident bidder unless the nonresident underbids the lowest bid submitted by a 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."

Company submitting bid is a resident bidder: Yes No

City and state of vendor's principal place of business: _

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 agencies) Yes No

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

Please include 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: _____

CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

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.

_____ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING BOYCOTTING OF ISRAEL

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 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, if applicable

CERTIFICATION REGARDING CONTRACTING INFORMATION

If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the District; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the District in a fiscal year of the District, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the District for the duration of the Agreement; (2) promptly provide to the District any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of the District; and (3) on completion of the Agreement, either (a) provide at no cost to the District all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the District.

_____ Initials of Authorized Representative of Vendor, if applicable

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Port Neches Primary PK-2 School & Groves Primary PK-2 School
Port Neches-Groves ISD
Port Neches & Groves, Texas

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: _____

PN-G ISD CONFLICT OF INTEREST DISCLOSURE STATEMENT

Port Neches-Groves ISD (PN-G ISD) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with PN-G ISD or who seeks to do business with PN-G ISD must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of PN-G ISD or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of PN-G ISD, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of PN-G ISD.

“Vendor” means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

“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. *Texas Local Government Code 176.001(3).*

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

“Local government officer” means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

• **PN-G ISD Board of Trustees and Superintendent include:**

Scott Bartlett	Brandon Cropper	Dustin Marsh
Dallon James	Eric Sullivan	Jake Lefort
Lana Parker	Dr. Mike Gonzales, Superintendent	

• **Current local government officers include, but are not limited to:**

Julie Gauthier	Jeff Bergeron
Sheri Drawhorn	

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

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.

PN-G ISD 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 and attached to proposal)

PN-G 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 PN-G 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 PN-G ISD at the time business entity submits the signed contract. Effective January 1, 2018, the Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. 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 PN-G ISD 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. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* 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:

- (1) **complete 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
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert “Port Neches-Groves ISD”
 - In Section 3, insert the PN-G ISD CSP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **submit** the completed Form 1295 by **attaching the form to your proposal.**

PN-G 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 receipt by PN-G ISD. After PN-G ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from PN-G ISD.

**PORT NECHES-GROVES ISD
FELONY CONVICTION NOTICE FORM**

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 an agreement 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 the agreement 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”.

Subsection (c) states “this section does not apply to a publicly held corporation”.

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 information furnished is true to the best of my knowledge.

Contractor’s Name/Company Name: _

Authorized Official’s Name (Printed or
Typed): _

You must select one and sign below:

- Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).
- Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.
- Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): _

Detail of Conviction(s): _

(Attach additional pages if necessary.)

Signature of Company Official:

Date: _____

CONFIDENTIALITY DECLARATION FORM

INFORMATION SUBMITTED TO PN-G ISD IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, PN-G ISD is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to PN-G ISD in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to PN-G ISD in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If PN-G ISD receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," PN-G ISD will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that PN-G ISD provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. Pursuant to Tex. Gov't Code § 552.02222, "contracting information"¹ is public and must be released unless excepted from disclosure under Chapter 552. The exceptions provided by Chapter 552 for disclosure for proprietary information (552.1101), commercial or financial information that would cause substantial competitive harm if released (552.110(c)), or trade secrets (552.110(b)) may not be asserted for the following types of contracting information:

- (1) the following contract or offer terms or their functional equivalent: (A) any term describing the overall or total price the governmental body will or could potentially pay, including overall or total value, maximum liability, and final price; (B) a description of the items or services to be delivered with the total price for each if a total price is identified for the item or service in the contract; (C) the delivery and service deadlines; (D) the remedies for breach of contract; (E) the identity of all parties to the contract; (F) the identity of all subcontractors in a contract; (G) the affiliate overall or total pricing for a vendor, contractor, potential vendor, or potential contractor; (H) the execution dates; (I) the effective dates; and (J) the contract duration terms, including any extension options; or
- (2) information indicating whether a vendor, contractor, potential vendor, or potential contractor performed its duties under a contract, including information regarding: (A) a breach of contract; (B) a contract variance or exception; (C) a remedial action; (D) an amendment to a contract; (E) any assessed or paid liquidated damages; (F) a key measures report; (G) a progress report; and (H) a final payment checklist.

PN-G ISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from**

¹ "Contracting information" is defined by Tex. Gov't Code § 552.003(7) as "the following information maintained following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor: (A) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body; (B) solicitation or bid documents relating to a contract with a governmental body; (C) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract; (D) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and (E) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body."

liability PN-G ISD, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or PN-G ISD and determined by PN-G ISD, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act. Further, even if Vendor marks information as "CONFIDENTIAL," Vendor expressly agrees that PN-G ISD may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities and/or members of PN-G ISD's cooperative purchasing program, Choice Partners.

Please check ONLY ONE of the following options:

- Declaration of Confidentiality – Vendor HAS clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to PN-G ISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.

- Waiver of Confidentiality – Vendor HAS NOT marked any information contained in its proposal and/or other information submitted by Vendor to PN-G ISD in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to PN-G ISD and that its proposal and all other information—including any pricing information—submitted by Vendor to PN-G ISD in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information submitted by Vendor to PN-G ISD in connection with this procurement solicitation or the Agreement.

Vendor Name

Printed Name of Authorized Officer/Representative of Vendor

Title

Signature

Date

ATTACHMENT C – ASBESTOS-FREE MATERIALS AND INSPECTION

If awarded the project, the Contractor shall be responsible for ensuring that no asbestos containing building materials are used in the construction. The Contractor shall take whatever measures it deems necessary to ensure that all employees, suppliers, fabricators, and subcontractors, comply with this requirement.

At Final Completion the Contractor shall provide a certification letter certifying that the work does not contain asbestos containing building materials.

I hereby certify that I have read, understood and agree to the terms mentioned in this document.

Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

ATTACHMENT D – ACKNOWLEDGEMENT OF FINAL COMPLETION DOCUMENTS

If awarded this project, the General Contractor shall provide the following items at the project's final completion stage. The retainage shall not be released until all of the items have been fulfilled.

1. Completion of all discrepancies (punch list items) noted at the time of Substantial Completion
2. Submission of record drawings and specifications, and other record documents as required by contract documents.
3. Completion of all Owner training
4. Submission of all contractually-required attic stock and spare parts
5. Submission of all final Operation & Maintenance documents and other closeout deliverables
6. Submission of consent of surety to release retainage and final payment application.
7. Submission and approval of all remaining change order proposals, claims, and applications for payment
8. Payment of all costs incurred for equipment, material, labor and services against the Project
9. Submission of Asbestos Free Materials certification letter and certifications for lead and PCB's.
10. No liens have been attached against the project
11. No suits are pending by reason of Work on the Project Under the Contract for Construction
12. All workers' compensation claims are covered by Workers' Compensation Insurance as required by law
13. All insurance required of the Contractor beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the owner
14. All public liability claims are adequately covered by insurance and that the builder shall save, protect, defend, indemnify, and hold the Owner harmless from and against any and all claims which arise as direct or indirect result of any transaction, event occurrence, or omission related to performance of the work completed under said Contract for Construction
15. All Work and Material Warranties Provided.
16. Unconditional Final Payment Release and Waiver Document Provided.
17. All inspections by governmental authorities having jurisdiction over the project must have been finalized and any remedial work required by those authorities must also be completed.
18. Certificate of Occupancy Provided.

I hereby certify that I have acknowledged and agree to provide the items listed in this document during the final completion stage if I were to be awarded with this project.

Signature: _____

Printed Name & Title: _____

Company Name: _____

Date: _____

ATTACHMENT E – W-9 FORM

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), ABLÉ 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 ³
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.