

XII. EXHIBIT A –PROPOSAL FORM

Having examined the Request for Proposal prepared by the Owner, and in submitting this proposal, the undersigned agrees to the following:

1. To hold the proposal open for acceptance by the Owner for 60 days.
2. To hold alternate proposals open for acceptance by the Owner for 120 days
3. To execute Contract Documents within ten (10) days after the prescribed forms are presented for signature and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract.
4. The Owner maintains the right to reject any or all proposals, to waive informalities or minor irregularities in the proposal process and to accept the proposal which the Owner considers most advantageous. The Owner reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the Owner without regard to whether such information appears in the submission.
5. That this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.
6. The Owner reserves the right to negotiate with any Respondent in a manner permitted by law.
7. The undersigned has reviewed the Contract and exhibits as modified by Owner and agrees to execute a final version of these contracts in accordance with the attached terms, subject to final approval by Owner.
8. By providing a response, each Applicant agrees to waive any claim it has or may have against the Owner, its Trustees, agents and employees, and any reference sources, arising out of or in connection with: the administration, evaluation, or recommendation of any response; waiver of any requirements in the Request for Proposals; acceptance or rejection of any response and award of the Contract.
9. The cost of developing a response is the sole responsibility of the Applicant. The Owner will not provide reimbursement of such cost and will not be liable for any preparation cost for any reason whatsoever.
10. Respondent has visited the site of the proposed work or was given the opportunity to visit the site and fully acquaint themselves with the existing conditions there and should fully inform themselves as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The Respondent should thoroughly examine and familiarize themselves with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint themselves with the conditions there existing. The Owner will be justified in rejecting any claim based on lack of inspection of the site prior to the proposal.
11. I/we understand the limitations and requirements of invoicing for items considered General Conditions as listed in **EXHIBIT F – GENERAL CONDITIONS**.

1. Addenda: The undersigned acknowledges receipt of:

Addenda 1dated -- / -- /----

Addenda 2dated -- / -- /----

Addenda 3dated -- / -- /----

Addenda 4dated -- / -- /----

(Add as needed.)

FEE PROPOSAL

2. Construction Management Services Fee for design, construction and management of fencing (this fee shall not include general conditions): For overhead and profit, list your proposed fee as a percentage of the *Cost of the Work (Actual materials and Labor)*.

_____ % (Written in figures)

(Written in words)

3. General Conditions Cost for design, construction and management of fencing: For all General Conditions, list your proposed cost as a percentage of Cost of the Work. Refer to EXHIBIT F - GENERAL CONDITIONS. The list for all required items to be included in the General Conditions cost.

_____ % (Written in figures)

(Written in words)

4. Preconstruction Services Not-to-Exceed Cost for Design assistance and estimating: All costs for pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis are included in this Amount. However, if the construction phase does not commence for any reason, payment to the Construction Manager for preconstruction services shall be the necessary and reasonable cost of such services, not to exceed the lump sum of:

\$ _____ (Amount written in figures)

(Written in words)

Do not enter "no bid."

Company: _____

Address: _____

City

ST

Zip

Telephone: _____ Fax: _____ Email: _____

Printed Name/Title: _____ Signature: _____

State whether firm is a: Corporation Partnership Individual.

EXHIBIT B - VENDOR PROOF OF INSURANCE

ATTACH A COPY OF YOUR INSURANCE CERTIFICATE SHOWING COVERAGES.

EXHIBIT C - VENDOR PROOF OF BONDING CAPACITY

ATTACH A LETTER FROM YOUR BONDING COMPANY NOTING YOUR BONDING CAPACITY TO COVER THIS PROJECT.

TWO BONDS, PAYMENT BOND AND PERFORMANCE BOND ARE BOTH REQUIRED.

EXHIBIT D - VENDOR PACKAGE

BY SUBMITTING YOU ACKNOWLEDGE YOU HAVE REVIEWD AND ACCEPT ALL TERMS LISTED.



TOMBALL INDEPENDENT SCHOOL DISTRICT Vendor Application

This is a brief explanation of the critical forms requiring signature and completion by any responding vendor.

Failure to complete and sign all forms attached, with exception to the Sole Source Affirmation, hereto may disqualify you from becoming an authorized vendor for Tomball Independent School District (TISD).

(This explanation is not to be construed to be a complete and exhaustive representation of the language of the form. You are free to interpret how you choose or have your counsel review for interpretation.)

1. Authorization Agreement

- a. This is a form that conveys to TISD the relevant information regarding your company. Name, address, terms and your agreement to abide by the terms and specifications outlined in the included documents.

2. Sole Source Affirmation

- a. Affirm that there is/are no other like item(s) available for purchase that would serve the same purpose or function, and there is only one source for the above named item(s) due to exclusive distribution or marketing rights.

3. Felony Conviction Disclosure

- a. Texas public schools are barred from knowingly employing or contracting with a company that will have employees that are convicted felons and will be entering our campuses where children are located. Having employees that are convicted felons does not prevent you from becoming a vendor. TISD only requires that those specific employees may not enter our campuses.

4. Debarment Certification

- a. Per Title 34, Code of Federal Regulations, 80.35, "Grantees and sub grantees must not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

5. Conflict of Interest Questionnaire

- a. This questionnaire is for vendors or persons doing business with local government entities.

6. House Bill 89 Verification Form

- a. This verification is for all vendors or persons doing business with local government entities, that they do not and will not boycott Israel.

7. Senate Bill 13 Verification

- a. This verification is for all vendors or persons doing business with local government entities, that they do not do not and will not boycott energy companies.

8. Senate Bill 19 Verification

- a. This verification is for all vendors or persons doing business with local government entities, that they do not and will not discriminate against Firearm & Ammunition Industries.

9. IRS W-9 Form

- a. This is an official form furnished by the IRS to verify the name, address, and tax identification number of a company or individual receiving payment.

Authorization Agreement

Company/Vendor Name: _____

Authorized Representative & Contact Phone: _____

Contact Email Address: _____

Physical Mailing Address: _____

City/State/Zip: _____ / _____ / _____

Email Address for Sending of PO: _____

Payment Remittance Address: _____

City/State/Zip: _____ / _____ / _____

Description of Goods/Services
you wish to provide the District:

Are your products sole source?

YES NO TYPE: _____

If so, please refer to sole source affidavit form attached. Complete and return with vendor application

Are you a TRS Retiree?

YES NO

Co-op Memberships & contract #(s)
(check all that apply):

BuyBoard

HCDE/Choice Partners

TIPS

2013 Co-op (ESC-20)

Omnia Partners

CTPA

Want to receive future electronic bid notifications?
Please complete the vendor registration through our Bonfire e-procurement portal,
tomballisd.bonfirehub.com/portal

**TISD INTERNAL
USE ONLY**

DATE: _____ COMMODITY CODE 1: _____ COMMODITY CODE 3: _____

VENDOR NUMBER: _____ COMMODITY CODE 2: _____ COMMODITY CODE 4: _____

This application does not guarantee any level of business expenditure or award by the District.
DETAILED information on attached required forms can be found on our District website under Purchasing.

Tomball Independent School District Request for Sole Source Approval

For a claim of sole source, the requesting vendor must provide the information below and affirm by signature, that the item being offered meets the requirements of the law. For questions or clarification of the sole source process, call the Purchasing Office at 281.357.3100. The Tomball Independent School District Purchasing Office shall be the sole determinant as to applicability and approval of an application and the item(s) offered. The document must be notarized to be considered. **By acceptance and approval of a vendor's sole source affidavit by the District does not guarantee nor create a promise that the District will purchase the product during the approval period.**

Vendor Justification and Affirmation

Sole Source Vendor Contact Information

Company	<input type="text"/>	Contact Person	<input type="text"/>	
Address	<input type="text"/>	Phone	<input type="text"/>	
City	<input type="text"/>	State	<input type="text"/>	
	Zip Code	<input type="text"/>	Fax #	<input type="text"/>
Email	<input type="text"/>	Web Site	<input type="text"/>	

I have carefully reviewed the Texas Education Code, Section 44.031 and hereby certify that our company meets and complies with Section (j) of the aforementioned code for the sale of the item(s) described below. NOTE If the space below does not provide enough space to thoroughly describe all item(s), you may submit by attachment catalogs or brochures.

The item above meets one (1) of the descriptions below (check the appropriate box – failure to check one will disqualify the application):

- an item for which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly;
- a film, manuscript, or book;
- a utility service, including electricity, gas, or water; and
- a captive replacement part or component for equipment.

By signature below, I, an authorized representative of the company listed above, affirm that there is/are no other like item(s) available for purchase that would serve the same purpose or function, and there is only one source for the above named item(s) due to exclusive distribution or marketing rights. I also understand that by falsifying the claim of sole source will remove my company from the Tomball ISD vendors list for a period not to exceed two (2) years. We further certify that pricing offered to the Tomball ISD is the lowest pricing available to similar customers.

_____ Authorized Signature	_____ Title	_____ Date
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Notary Public Requirement

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20__

Notary Public, State of _____, county of _____ Date Commission Expires _____

Notary Signature (Seal)

Notary Printed Name

FOR SCHOOL DISTRICT USE ONLY:

Reviewed and approved by: _____ Date: _____

Comments: _____

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Bidder shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, that the Contractor has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Tomball ISD's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Tomball ISD's property or other location where students are regularly present. Tomball ISD shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on Tomball ISD property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense TISD believes might compromise the safety of students, employees or property.

Please complete the information below:

I, the undersigned agent for the firm named below, **certify that the information** concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on Tomball ISD campuses have been reviewed by me, and shall be complied with, and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (please print or type): _____

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

Signature of Company Official: _____ Date: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

(Name should be the same as on Form A – Affidavit of Non Collusion)

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

Signature of Company Official: _____ Date: _____

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Authorized Signature for Contractor

Printed Name and Title Date

FOR SCHOOL DISTRICT USE ONLY:	
	Reviewed by: _____
	Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

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

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative of
(Individual's Name)

(Business or Company)

hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Government Code Chapter 2274:

1. Does not boycott energy companies; and
2. Will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" means without an ordinary business purpose, 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 a company because the company: (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, and (b) does business with a company described by paragraph (a); and*
2. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The term does not include a sole proprietorship.*

SIGNATURE OF COMPANY REPRESENTATIVE

PRINTED NAME OF COMPANY REPRESENTATIVE

DATE

Senate Bill 19 Verification Form

Prohibition on Contracts with Companies Discriminating against Firearm & Ammunition Industries

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2274 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not discriminate against Firearm & Ammunition Industries; and
- 2) will not discriminate against Firearm & Ammunition Industries during the term of the contract

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. "Discriminate against a firearm entity or firearm trade association"
 - A. means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - B. does not include:
 - I. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - II. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6. "Firearm entity" means:
 - A. a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - B. a sport shooting range as defined by Section 250.001, Local Government Code.
7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
 - C. is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - D. has two or more firearm entities as members; and
 - E. is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2274 and that the company named below:

- 1) does not discriminate against Firearm & Ammunition Industries; and
- 2) will not discriminate against Firearm & Ammunition Industries during the term of the contract

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

Tomball Independent School District
PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE - This Purchase Order constitutes a binding contract between the Vendor and Tomball Independent School District (TISD), to furnish the goods or service(s) specified on the face of the Purchase Order. By acceptance of this Purchase Order, the Vendor agrees to furnish all goods or service(s) in accordance with the terms and conditions specified herein.

AGREEMENT - This Purchase Order represents the basis for the Vendor to deliver the required goods or service(s), and supersedes all prior offers, negotiations, exceptions and understandings (whether done orally or in writing).

ASSIGNMENT - The rights and responsibilities of the Vendor to furnish the goods or service(s) specified herein will not be subcontracted, assigned, transferred, mortgaged, pledged or disposed of, unless agreed to by TISD and the Vendor.

CANCELLATION - TISD reserves the right to cancel this Purchase Order at any time. If this Purchase Order is canceled pursuant to the Vendor's default, TISD may obtain similar goods or service(s) elsewhere, and charge the Vendor for any damages incurred.

CHANGES - TISD reserves the right to make changes to this Purchase Order (e.g., increase/decrease quantities, change delivery address). Any changes to the Purchase Order will be communicated to the Vendor by the issuance of a Change Order.

DELIVERY - The Vendor shall deliver all goods Free On Board (F.O.B.) Destination, unless specified on Purchase Order.

DISCOUNTS - The Vendor shall indicate on the invoice any prompt payment discounts or trade discounts.

INDEMNIFICATION - The Vendor shall indemnify and hold harmless TISD (including the Board of Trustees and the employees of TISD) from all claims of liability to third parties (including but not limited to: the injury or death of person(s), or the loss or damage to property) arising out of or in connection with the performance of the Vendor. The Vendor shall indemnify and hold harmless TISD (including the Board of Trustees and the employees of TISD) from all liabilities, cost, expenses, attorney fees, fines, penalties or damages for any or claimed infringement of any patents, trademarks, copyrights, or other corresponding right(s) which is related to any part of the goods or service(s) the Vendor is required to provide or perform. The Vendor's obligation to this clause shall survive acceptance and payment of the goods or service(s) by TISD.

INSURANCE - The Vendor shall be required to carry insurance protection sufficient to meet all the liabilities that are mentioned herein.

INSPECTION - Prior to acceptance and payment, TISD reserves the right to inspect all goods (in whole or in part) and service(s) furnished by the Vendor. Goods or service(s), which (in the opinion of TISD) fail to conform to the required specification(s) or standard(s), may be considered non-conforming.

INTERPRETATION - This Purchase Order shall be construed and interpreted solely in accordance with laws of the State of Texas. Venue of any suit, right or cause of action arising shall lie exclusively in Harris County, Texas.

NON-CONFORMANCE - The Vendor assumes all liability for shipping goods that do not meet the specification(s) and standard(s) specified on the face of the Purchase Order. TISD reserves the right to accept or reject goods that are non-conforming. If TISD rejects the non-conforming goods, said goods shall be returned to the Vendor at the Vendor's expense. The Vendor shall use "best efforts" to replace any non-conforming good(s) at the Vendor's risk and expense.

PERFORMANCE - By acceptance of this Purchase Order, the Vendor agrees to use "best efforts" to furnish the required goods or service(s).

PRICES - The price(s) specified on the face of the Purchase Order shall remain firm until TISD has processed the Vendor's invoice, or until the item has been accepted by TISD (whichever is later).

PRODUCT RECALL - The Vendor shall notify the Purchasing Agent of TISD immediately if a product recall is instituted on any item(s) the Vendor has delivered. This requirement shall survive payment and acceptance.

QUANTITIES - Quantities in excess of the quantities specified on the face of the Purchase Order may be returned to the Vendor at the discretion of TISD. All risk and expense for the return of the good(s) shall be borne by the vendor.

QUALITY - In the event no quality is specified on the face of the Purchase Order, the goods delivered and/or service(s) rendered hereunder shall be of the best quality. The Vendor shall ensure that all goods delivered to TISD will be new (i.e., previously unused and in its original packaging), and have not been remanufactured or refurbished. The Vendor also warrants that all services will conform to the standard(s) established herein.

SAFETY - If applicable, the Vendor shall deliver Material Safety Data Sheets (MSDS) with the requested good(s).

TAXES - The Vendor shall not include taxes on the invoice. **Tax Exempt # 1-74-6002408-0.**

TERMS - Unless otherwise specified, payment terms are net thirty (30) days.

TITLE - The title to any item delivered shall pass to TISD upon acceptance or payment (whichever is later).

WARRANTY - The Vendor warrants that all goods and service(s) furnished, shall be free from all defects, conform to all applicable specifications, and be suitable for its intended purpose(s). Neither acceptance of, nor payment for said goods and service(s) shall constitute a waiver or modification of any of the warranties of the Vendor, or the rights of TISD.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

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?* on page 2 for further information.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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.

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

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

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

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

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

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

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

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

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on 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), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see 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* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Bidder shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, that the Contractor has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Tomball ISD's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Tomball ISD's property or other location where students are regularly present. Tomball ISD shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on Tomball ISD property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense TISD believes might compromise the safety of students, employees or property.

Please complete the information below:

I, the undersigned agent for the firm named below, **certify that the information** concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on Tomball ISD campuses have been reviewed by me, and shall be complied with, and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (please print or type):

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

Signature of Company Official: _____ Date: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

(Name should be the same as on Form A – Affidavit of Non Collusion)

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

Signature of Company Official: _____ Date: _____

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Authorized Signature for Contractor

Printed Name and Title

Date

FOR SCHOOL DISTRICT USE ONLY:

Reviewed by: _____

Date: _____

Tomball ISD

Select Secure Fencing - Cycle 1 Safety Grant Commissioner's Rules Concerning School Facilities

Campus	Project Description	Estimated Fencing Required
Elementary Campuses		
Canyon Pointe ES	Replace 3 courtyard fences with 6 ft wrought iron and push-bar exits	75 ft wrought iron 3 push bar exits
Early Excellence Academy	<ol style="list-style-type: none"> Place slats in a 6-foot chain link fence on the back of campus securing the back outdoor instructional area. Raise back 4 ft chain link to 6-foot chain link with slats 	Slats for at least 350 ft 20 feet 6 ft chain link with slats
Rosehill ES	Replace 3 courtyard fences with 6 ft wrought iron and push-bar exits	76 ft wrought iron Push-bar exits 3
Tomball ES	Replace 3 courtyard fences with 6 ft wrought iron with push-bar exits	79 ft wrought iron Push-bar exits 3
Willow Creek ES	Replace 3 courtyard fences with 6 ft wrought iron with push-bar exits	76 ft wrought iron Push-bar exit 3
Intermediate		
Tomball Int	<ol style="list-style-type: none"> (Portable buildings - Secure 8 ft chainlink around portables and connecting to existing buildings creating secure transition.) Enclose the side and back areas connecting building to building with 6 ft wrought iron on the East side of the property and an 8ft chain link connecting the back buildings around transition areas and connecting to the Northwest side of the front building. <p>**Once portables are removed, permanent secure fencing will need to be added connecting the back two Southeast buildings to ensure secure transitions</p>	(Chain Link?) 1281 ft wrought iron Drive in gate 2 Pushbar exits? (contractor advise)
Junior High		
Grand Lakes	Enclose East side exterior doors for secure outdoor instructional activities with 6 ft wrought	640 ft wrought iron

JH	iron. Gate and push-bar exit	Push-bar exit Gate for mowers
Willow Wood JH	Enclose exterior weight room/athletics class connecting building to building and enclosing outdoor training area used for class with 6 ft wrought iron	372 ft wrought iron depending on enclosure space Mower access and push bar exit
High School		
Tomball Connections Academy	Enclose courtyard areas with 4 sections of 6 ft wrought iron and push-bar exits	90 ft wrought iron 4 push-bar exits
Tomball HS	<ol style="list-style-type: none"> 1. Connect the side CTE area with an 8 ft chain link to enclose the greenhouse behind new CTE welding areas, along the side of the student parking lot, and next to the field house drive to secure CTE transitions. 1 gate for deliveries next to the greenhouse and at least 2 push-bar exits 2. Connect 6 ft wrought iron from 8 ft chainlink next to the field house drive to the field house. 1 rolling gate and a push-bar exit 3. Connect the back of THS student entrance across the back parking lot to the existing 6 ft wrought iron stadium fencing. Two rolling gates and one push-bar exit <p>**Creates secure transitions between multiple buildings while also creating a secured area for CTE greenhouse, animal, and welding areas.</p>	1380 ft 8 ft chainlink 2 push-bar exits 1 gate 139 ft wrought iron 1 push-bar exit 1 rolling gate 245 ft 2 rolling gates 1 push-bar exit
Tomball Star Academy	<ol style="list-style-type: none"> 1. Connect TSA back CTE Police area to building 6 with an 8 ft chain link and a large rolling gate 2. Close drive and connect to TSA back building area with gate for drive-through and push bar exit for the existing gate between CTE warehouse and TIC 3. Connect CTE warehouse to exiting back TIC fence 4. Connect CTE Warehouse to CTE Warehouse with a rolling drive-through gate <p>Rolling gates will need electronic access not covered by grant funds until reach Tier 2</p>	559 ft fencing with 3 rolling gates and one smaller gate 2 push bar exits? (advise)
Tomball Memorial HS	<ol style="list-style-type: none"> 1. Enclose welding area and ROTC practice area with 6 ft wrought iron and a 12 ft rolling gate and a push bar exit 2. Enclose CTE animal area on the side of the building with 6 ft wrought iron and a push-bar exit 	354 ft wrought iron 1 rolling gate 2 push-bar exits

EDGAR COMPLIANCE

The following provisions are required and apply when federal funds are expended by Tomball ISD for any contract resulting from this procurement process. Tomball ISD is the subgrantee or subrecipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, is applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

Pursuant to Federal Rules (A) above, when federal funds are expended by Tomball ISD, Tomball ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES NO

- (B) Termination or cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rules (B) above, when federal funds are expended by Tomball ISD, Tomball ISD reserves all rights and to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Tomball ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Tomball ISD believes, in its sole discretion that it is in the best interest of Tomball ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Tomball ISD as of the termination date if the contract is terminated for convenience of Tomball ISD. Any award under this procurement process is not exclusive and Tomball ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Tomball ISD.

Does vendor agree? YES NO

- (F) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement, "; the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Tomball ISD, the vendor certifies that during the term of an award for all contracts by Tomball ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES NO

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Tomball ISD, the vendor certifies that during the term of an award for all contracts by Tomball ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES NO

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Tomball ISD, the vendor certifies that during the term of an award for all contracts by Tomball ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES NO

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Tomball ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Tomball ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds to all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES NO

<p style="text-align: center;">RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333</p>

When federal funds are expended by Tomball ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES NO

<p style="text-align: center;">CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT</p>

When federal funds are expended by Tomball ISD for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES NO

<p style="text-align: center;">CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS</p>

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES

NO

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES

NO

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.

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Fax #:** _____

Email Address: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____



TOMBALL INDEPENDENT SCHOOL DISTRICT Vendor Application - Federal

This is a brief explanation of the critical forms requiring signature and completion by any responding vendor.

Failure to complete and sign all forms attached, with exception to the Sole Source Affirmation, hereto may disqualify you from becoming an authorized vendor for Tomball Independent School District (TISD).

(This explanation is not to be construed to be a complete and exhaustive representation of the language of the form. You are free to interpret how you choose or have your counsel review for interpretation.)

1. Authorization Agreement

- a. This is a form that conveys to TISD the relevant information regarding your company. Name, address, terms and your agreement to abide by the terms and specifications outlined in the included documents.

2. Sole Source Affirmation

- a. Affirm that there is/are no other like item(s) available for purchase that would serve the same purpose or function, and there is only one source for the above named item(s) due to exclusive distribution or marketing rights.

3. Felony Conviction Disclosure

- a. Texas public schools are barred from knowingly employing or contracting with a company that will have employees that are convicted felons and will be entering our campuses where children are located. Having employees that are convicted felons does not prevent you from becoming a vendor. TISD only requires that those specific employees may not enter our campuses.

4. Debarment Certification

- a. Per Title 34, Code of Federal Regulations, 80.35, "Grantees and sub grantees must not make any award or permit any award (sub grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

5. Conflict of Interest Questionnaire

- a. This questionnaire is for vendors or persons doing business with local government entities.

6. House Bill 89 Verification Form

- a. This verification is for all vendors or persons doing business with local government entities, that they do not and will not boycott Israel.

7. Senate Bill 13 Verification

- a. This verification is for all vendors or persons doing business with local government entities, that they do not and will not boycott energy companies.

8. Senate Bill 19 Verification

- a. This verification is for all vendors or persons doing business with local government entities, that they do not and will not discriminate against Firearm & Ammunition Industries.

9. EDGAR Compliance

- a. Federal regulations that govern all federal grants awarded by the U.S. Department of Education

10. IRS W-9 Form

- a. This is an official form furnished by the IRS to verify the name, address, and tax identification number of a company or individual receiving payment.

Authorization Agreement

Company/Vendor Name: _____

Authorized Representative & Contact Phone: _____

Contact Email Address: _____

Physical Mailing Address: _____

City/State/Zip: _____ / _____ / _____

Email Address for Sending of PO: _____

Payment Remittance Address: _____

City/State/Zip: _____ / _____ / _____

Description of Goods/Services
you wish to provide the District:

Are your products sole source?

YES NO TYPE: _____

If so, please refer to sole source affidavit form attached. Complete and return with vendor application

Are you a TRS Retiree?

YES NO

Co-op Memberships & contract #(s)
(check all that apply):

BuyBoard

HCDE/Choice Partners

TIPS

2013 Co-op (ESC-20)

Omnia Partners

CTPA

Want to receive future electronic bid notifications?
Please complete the vendor registration through our Bonfire e-procurement portal,
tomballisd.bonfirehub.com/portal

**TISD INTERNAL
USE ONLY**

DATE: _____

COMMODITY CODE 1: _____

COMMODITY CODE 3: _____

VENDOR NUMBER: _____

COMMODITY CODE 2: _____

COMMODITY CODE 4: _____

This application does not guarantee any level of business expenditure or award by the District.
DETAILED information on attached required forms can be found on our District website under Purchasing.

Tomball Independent School District Request for Sole Source Approval

For a claim of sole source, the requesting vendor must provide the information below and affirm by signature, that the item being offered meets the requirements of the law. For questions or clarification of the sole source process, call the Purchasing Office at 281.357.3100. The Tomball Independent School District Purchasing Office shall be the sole determinant as to applicability and approval of an application and the item(s) offered. The document must be notarized to be considered. **By acceptance and approval of a vendor's sole source affidavit by the District does not guarantee nor create a promise that the District will purchase the product during the approval period.**

Vendor Justification and Affirmation

Sole Source Vendor Contact Information

Company	<input style="width: 95%;" type="text"/>	Contact Person	<input style="width: 95%;" type="text"/>
Address	<input style="width: 95%;" type="text"/>		Phone <input style="width: 20%;" type="text"/>
City	<input style="width: 20%;" type="text"/>	State <input style="width: 5%;" type="text"/>	Zip Code <input style="width: 15%;" type="text"/>
			Fax # <input style="width: 15%;" type="text"/>
Email	<input style="width: 95%;" type="text"/>		
	Web Site	<input style="width: 95%;" type="text"/>	

I have carefully reviewed the Texas Education Code, Section 44.031 and hereby certify that our company meets and complies with Section (j) of the aforementioned code for the sale of the item(s) described below. NOTE If the space below does not provide enough space to thoroughly describe all item(s), you may submit by attachment catalogs or brochures.

The item above meets one (1) of the descriptions below (check the appropriate box – failure to check one will disqualify the application):

- an item for which competition is precluded due to the existence of a patent, copyright, secret process, or monopoly;
- a film, manuscript, or book;
- a utility service, including electricity, gas, or water; and
- a captive replacement part or component for equipment.

By signature below, I, an authorized representative of the company listed above, affirm that there is/are no other like item(s) available for purchase that would serve the same purpose or function, and there is only one source for the above named item(s) due to exclusive distribution or marketing rights. I also understand that by falsifying the claim of sole source will remove my company from the Tomball ISD vendors list for a period not to exceed two (2) years. We further certify that pricing offered to the Tomball ISD is the lowest pricing available to similar customers.

Authorized Signature	Title	Date
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Notary Public Requirement

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20__

Notary Public, State of _____, county of _____ Date Commission Expires _____

Notary Signature

(Seal)

Notary Printed Name

FOR SCHOOL DISTRICT USE ONLY:

Reviewed and approved by: _____ Date: _____

Comments: _____

FELONY CONVICTION NOTIFICATION

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Bidder shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, that the Contractor has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Tomball ISD's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Tomball ISD's property or other location where students are regularly present. Tomball ISD shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on Tomball ISD property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense TISD believes might compromise the safety of students, employees or property.

Please complete the information below:

I, the undersigned agent for the firm named below, **certify that the information** concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on Tomball ISD campuses have been reviewed by me, and shall be complied with, and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (please print or type): _____

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

Signature of Company Official: _____ Date: _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

(Name should be the same as on Form A – Affidavit of Non Collusion)

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

Signature of Company Official: _____ Date: _____

DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

- (a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;
- (b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
- (d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Authorized Signature for Contractor

Printed Name and Title

Date

<u>FOR SCHOOL DISTRICT USE ONLY:</u>
Reviewed by: _____
Date: _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

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

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

SENATE BILL 13 VERIFICATION

I, _____, the undersigned representative of
(Individual's Name)

(Business or Company)

hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Government Code Chapter 2274:

- 1. Does not boycott energy companies; and
- 2. Will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

- 1. *"Boycott energy company" means without an ordinary business purpose, 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 a company because the company: (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, and (b) does business with a company described by paragraph (a); and*
- 2. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The term does not include a sole proprietorship.*

SIGNATURE OF COMPANY REPRESENTATIVE

PRINTED NAME OF COMPANY REPRESENTATIVE

DATE

Senate Bill 19 Verification Form

Prohibition on Contracts with Companies Discriminating against Firearm & Ammunition Industries

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2274 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not discriminate against Firearm & Ammunition Industries; and
- 2) will not discriminate against Firearm & Ammunition Industries during the term of the contract

Pursuant to Section 2274.001, Texas Government Code:

1. "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. "Discriminate against a firearm entity or firearm trade association"
 - A. means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - B. does not include:
 - I. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - II. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or
 - (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
4. "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
5. "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6. "Firearm entity" means:
 - A. a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - B. a sport shooting range as defined by Section 250.001, Local Government Code.
7. "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
 - C. is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - D. has two or more firearm entities as members; and
 - E. is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

I, (authorized official) _____, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2274 and that the company named below:

- 1) does not discriminate against Firearm & Ammunition Industries; and
- 2) will not discriminate against Firearm & Ammunition Industries during the term of the contract

Company Name

Signature of Authorized Official

Title of Authorized Official

Date

EDGAR COMPLIANCE

The following provisions are required and apply when federal funds are expended by Tomball ISD for any contract resulting from this procurement process. Tomball ISD is the subgrantee or subrecipient by definition.

In addition to other provisions required by the federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, is applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide such sanctions and penalties as appropriate.**

Pursuant to Federal Rules (A) above, when federal funds are expended by Tomball ISD, Tomball ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES NO

- (B) Termination or cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rules (B) above, when federal funds are expended by Tomball ISD, Tomball ISD reserves all rights and to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendors fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Tomball ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Tomball ISD believes, in its sole discretion that it is in the best interest of Tomball ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Tomball ISD as of the termination date if the contract is terminated for convenience of Tomball ISD. Any award under this procurement process is not exclusive and Tomball ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Tomball ISD.

Does vendor agree? YES NO

- (F) Rights to Inventions Made Under a Contract Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement, "; the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by Tomball ISD, the vendor certifies that during the term of an award for all contracts by Tomball ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES NO

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Tomball ISD, the vendor certifies that during the term of an award for all contracts by Tomball ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES NO

(H) Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the system for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p.235), “Debarment and Suspension”. SAM exclusions contain the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Tomball ISD, the vendor certifies that during the term of an award for all contracts by Tomball ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES NO

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certified to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Tomball ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Tomball ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds to all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES NO

<p style="text-align: center;">RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333</p>

When federal funds are expended by Tomball ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES NO

<p style="text-align: center;">CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT</p>

When federal funds are expended by Tomball ISD for any contract resulting from this procurement process, the vendor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES NO

<p style="text-align: center;">CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS</p>

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES

NO

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES

NO

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.

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Fax #:** _____

Email Address: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____ **Date:** _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type.	See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
		<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p> <hr/>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

Exhibit E GMP Format

GMP 1				
Campus(s) Included				
(Costs & Fees provide are for example only)			Fees	
A	1	Demolition	\$ 500.00	
	2	Concrete Repair	\$ 500.00	
	3	Plumbing - Make Safe	\$ -	
	4	Mechanical - Make Safe	\$ -	
	5	Electrical - Make Safe	\$ 200.00	
	6	Sawcutting Layout	\$ 200.00	
	7	Fencing Chain Link Material	\$ -	
	8	Fencing Chain Link Labor		
	9	Fencing Ornamental Material		
	10	Fencing Ornamental Labor		
	11	Permit	\$ 60.00	
	12	Pre-Construction Svcs (As percent for volume of wk)	\$ 200.00	
	13	Allowance 1: (When approved by Owner)	\$ -	
	14	Allowance 2:	\$ -	
	15	Allowance 3:	\$ -	
	16	Owner's Contingency (As agreed to by Owner)	\$ 1,000.00	
	17	Contractor Contingency (If approved by Owner)	\$ -	
	18	Total Cost of Work - Sum A1 thru A17	\$ 2,660.00	
B	1	General Conditions = 5.0% of A21	\$ 133.00	5.0% As you calculate for this project
	2	Insurance = (percentage fee) x A18	\$ 26.60	1.0% As quoted by your insurance company
	3	Bond - (percentage fee) x A18	\$ 26.60	1.0% As quoted by your bonding company
	4	TOTAL DIRECT & INDIRECT COSTS (A18+B1+B2+B3)	\$ 2,846.20	
C	1	Profit = 2% of B4	\$ 56.92	2.0% As you calculate for this project
	2	Total Construction	\$ 2,956.32	
E	1	Total GMP 1	\$ 2,956.32	
F	1	Owners Total Budget	\$ 3,000,000.00	
	2	GMP 1 - Demolition Package (This GMP)	\$ 2,956.32	
	3	GMP 2 TBD		
	4	GMP 3 TBD		
	5	Balance to Finish Budget	\$ 2,997,043.68	

Sufficient backup to support the costs noted above must be provided for the GMP to be accepted and Approved.

EXHIBIT F

Construction Manager's General Conditions

The following list includes items that the Construction Manager shall be compensated as Project General Conditions as a set percentage of the Actual Cost of Work as defined. The General Conditions are the only place this work shall be billed. **Your General Conditions fee will be based upon these item descriptions.**

1. Construction Manager Personnel as proposed for the Project, to the extent time is directly attributable to the furtherance of the Work. Positions may include:
 - a. Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work
 - b. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work
 - c. Senior Project Manager/Project Executive
 - d. Project Manager including vehicle and/or allowance/mileage
 - e. General Superintendent
 - f. Superintendent including vehicle and/or allowance/mileage
 - g. Assistant Superintendent
 - h. Project/Cost Engineer
 - i. Project Expediter / Asst. Project Manager
 - j. Field Office Personnel
 - k. Office/Technology Engineer
 - l. Quality Control Manager
 - m. Safety Coordinator
 - n. Building Information Modeling staff
2. Temporary Services and Support:
 - a. Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work
 - b. Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools
 - c. All temporary utilities required through Substantial Completion
 - d. Construction entrance(s)
 - e. Telephone, Fax, Computer, Copier Costs (monthly rental costs)
 - f. Internet service
 - g. Temporary Plumbing
 - h. Subsistence/Per Diem

- i. Dumpsters
 - j. Job Signage/Advertising
 - k. Fire Protection/Fire Extinguishers
 - l. Temporary Weather Protection
 - m. Barricades, fall protection
 - n. Building and Site dewatering
 - o. Job Safety Training
 - p. Traffic control rental and barricades rental
 - q. Traffic Direction (Police Oversight)
 - r. Temporary chemical toilets
 - s. Field Offices and Construction Supplies:
 - i. Drinking water, ice cups
 - ii. Delivery Service / Postage
 - iii. Mobilization and Demobilization of Field Office
 - iv. Monthly office furnishings and equipment
 - v. Computers and software
 - vi. Monthly Office rental costs
 - vii. Project Office cleaning costs
 - viii. Stationary and Supplies
 - ix. Costs of document reproductions and delivery charges
 - t. Storage
 - u. Progress Photography (Photos/Video)
 - v. Project Shop Drawings
 - w. Small Tools
 - x. Cell phones
 - y. Vehicles and mileage
 - z. CPM Schedule
 - aa. Project management software
 - bb. Project documentation and document reproductions
 - cc. Field Communications System / Radios
 - dd. Field Engineering Equipment and supplies
 - ee. Generators – portable
 - ff. Temporary Heating - portable
 - gg. Project As-Builts / Record Drawings
 - hh. First Aid Supplies
 - ii. Safety Equipment
 - jj. Security System
 - kk. Badging / Identification
 - ll. Criminal background checks
3. Construction:
- a. Mobilization / Demobilization

- b. Transportation
- c. Field Engineering / Layout
- d. General Purpose Labor / Labor Burden
- e. Scaffolding Costs
- f. All-weather construction mats
- g. Construction site cleaning and trash haul-off
- h. Clean Streets
- i. All permanent utilities required through Substantial Completion
- j. Equipment Rental, Maintenance & Insurance
- k. Fuel, Oil & Grease for Construction Equipment
- l. Final Cleaning of Project

EXHIBIT G - SITE SPECIFIC PROJECT INFORMATION

Tomball ISD

Select Secure Fencing - Cycle 1 Safety Grant
Commissioner's Rules Concerning School Facilities

Note: This is not comprehensive and may adjust during design. It is issued for general scope understanding.

Campus	Project Description	Estimated Fencing Required
Elementary Campuses		
Canyon Pointe ES	Replace 3 courtyard fences with 6 ft wrought iron and push-bar exits	75 ft wrought iron 3 push bar exits
Early Excellence Academy	<ol style="list-style-type: none"> Place slats in a 6-foot chain link fence on the back of campus securing the back outdoor instructional area. Raise back 4 ft chain link to 6-foot chain link with slats 	Slats for at least 350 ft 20 feet 6 ft chain link with slats
Rosehill ES	Replace 3 courtyard fences with 6 ft wrought iron and push-bar exits	76 ft wrought iron Push-bar exits 3
Tomball ES	Replace 3 courtyard fences with 6 ft wrought iron with push-bar exits	79 ft wrought iron Push-bar exits 3
Willow Creek ES	Replace 3 courtyard fences with 6 ft wrought iron with push-bar exits	76 ft wrought iron Push-bar exit 3
Intermediate		
Tomball Int	<ol style="list-style-type: none"> (Portable buildings - Secure 8 ft chainlink around portables and connecting to existing buildings creating secure transition.) Enclose the side and back areas connecting building to building with 6 ft wrought iron on the East side of the property and an 8ft chain link connecting the back buildings around transition areas and connecting to the Northwest side of the front building. <p>**Once portables are removed, permanent secure fencing will need to be added connecting the back two Southeast buildings to ensure secure transitions</p>	(Chain Link?) 1281 ft wrought iron Drive in gate 2 Pushbar exits? (contractor advise)
Junior High		
Grand Lakes	Enclose East side exterior doors for secure outdoor instructional activities with 6 ft wrought	640 ft wrought iron

JH	iron. Gate and push-bar exit	Push-bar exit Gate for mowers
Willow Wood JH	Enclose exterior weight room/athletics class connecting building to building and enclosing outdoor training area used for class with 6 ft wrought iron	372 ft wrought iron depending on enclosure space Mower access and push bar exit
High School		
Tomball Connections Academy	Enclose courtyard areas with 4 sections of 6 ft wrought iron and push-bar exits	90 ft wrought iron 4 push-bar exits
Tomball HS	<ol style="list-style-type: none"> 1. Connect the side CTE area with an 8 ft chain link to enclose the greenhouse behind new CTE welding areas, along the side of the student parking lot, and next to the field house drive to secure CTE transitions. 1 gate for deliveries next to the greenhouse and at least 2 push-bar exits 2. Connect 6 ft wrought iron from 8 ft chainlink next to the field house drive to the field house. 1 rolling gate and a push-bar exit 3. Connect the back of THS student entrance across the back parking lot to the existing 6 ft wrought iron stadium fencing. Two rolling gates and one push-bar exit <p>**Creates secure transitions between multiple buildings while also creating a secured area for CTE greenhouse, animal, and welding areas.</p>	1380 ft 8 ft chainlink 2 push-bar exits 1 gate 139 ft wrought iron 1 push-bar exit 1 rolling gate 245 ft 2 rolling gates 1 push-bar exit
Tomball Star Academy	<ol style="list-style-type: none"> 1. Connect TSA back CTE Police area to building 6 with an 8 ft chain link and a large rolling gate 2. Close drive and connect to TSA back building area with gate for drive-through and push bar exit for the existing gate between CTE warehouse and TIC 3. Connect CTE warehouse to exiting back TIC fence 4. Connect CTE Warehouse to CTE Warehouse with a rolling drive-through gate <p>Rolling gates will need electronic access not covered by grant funds until reach Tier 2</p>	559 ft fencing with 3 rolling gates and one smaller gate 2 push bar exits? (advise)
Tomball Memorial HS	<ol style="list-style-type: none"> 1. Enclose welding area and ROTC practice area with 6 ft wrought iron and a 12 ft rolling gate and a push bar exit 2. Enclose CTE animal area on the side of the building with 6 ft wrought iron and a push-bar exit 	354 ft wrought iron 1 rolling gate 2 push-bar exits