SAN ANGELO INDEPENDENT SCHOOL DISTRICT

Design Build Services – 2025 Bond Electrical Upgrades, HVAC, & HVAC Controls
Request for Qualifications #25-017

The San Angelo Independent School District is accepting sealed requests for qualifications for design build services for energy efficiency and conservation**.**

Requests will be received in the Purchasing Department, 1621 University, San Angelo, TX 76904 until **3:00PM, Monday, August 18, 2025.** Request envelopes shall be plainly marked on the lower left-hand corner:

Sealed RFQ # 25-017 **For: Design Build Services**
Your Company Name: **Do Not Open Until: 3:00 PM, 08/18/2025**

Requests will be opened immediately following the specified deadline. At the time of the opening, only a list of the respondents will be read. The specific requests and their contents will not be revealed, as the school district reserves the right to evaluate and negotiate with any respondent before a final decision is made. A short list of finalists will be selected for possible interviews before a final recommendation is presented to the Board of Trustees. A recommendation is expected to be made in August 2025.

Any reply received later than the specified date/time, whether delivered in person or mailed, will be disqualified, and returned unopened.
FAXED and/or E-MAILED REPLIES WILL NOT BE ACCEPTED.

The San Angelo Independent School District reserves the right to reject any or all RFQ's and to accept any RFQ deemed most advantageous to the District.

The RFQ packet may be found at http://www.saisd.org/bids.

If additional information should be required, contact the undersigned at 325.947.3758.

Respectfully,
Jason Henry
Director of Purchasing

PURCHASING DEPARTMENT
1621 UNIVERSITY
SAN ANGELO, TX 76904
325.947.3758
FAX: 325.947.3837

San Angelo Independent School District
San Angelo, Texas

Design Build Services – 2025 Bond Electrical Upgrades, HVAC, & HVAC Controls

Request for Qualifications #25-017

RFQ FOR DESIGN BUILD SERVICES – 2025 Bond Electrical Upgrades, HVAC, & HVAC Controls

Pursuant to Texas Government Code 2269 – Subchapter G, this Request for Qualifications (RFQ) is intended to solicit qualifications from design-build firms or energy service companies (Respondents) with capabilities to develop, design, install, and manage HVAC, controls, and electrical upgrades for San Angelo ISD ("Owner"). For the purpose of this RFQ, "Respondent" refers to any entity or team that is qualified to provide all of the services as listed in this request. It is the intent of Owner to select the Respondent demonstrating the **best overall value** to the Owner, and to enter into an agreement to provide HVAC, controls, and electrical upgrades to Owner.

Sealed responses shall be received no later than:

August 18, 2025 @ 3:00 pm, LOCAL TIME

RETURN RESPONSE TO:

Name:	**Jason Henry**
Title:	**Director of Purchasing**
Address:	**1621 University Ave**
City, ST Zip:	**San Angelo, Tx 76904**

Please Use Label Provided to mark envelope:

"DESIGN BUILD SERVICES – ENERGY EFFICIENCY AND CONSERVATION PROGRAM" Responses received after the deadline will not be considered.

Requests for clarification of any part of this solicitation must be in writing at least three (3) business days prior to the due date. Such requests may be emailed to **Jason Henry, Director of Purchasing, jason.henry@saisd.org**

Answers will be provided to all known responders as a written addendum to the RFQ. It is the responder's responsibility to verify the issuance of Addenda regarding this RFQ. All Addendum can be found at https://www.saisd.org/departments/purchasing/bid-opportunities

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A – OWNER SUPPLIED INFORMATION

1. PURPOSE OF SOLICITATION

Pursuant to Texas Government Code 2269 – Subchapter G, this Request for Qualifications (RFQ) is intended to solicit qualifications ***from design-build firms or energy services companies with capabilities to develop, design, and install facility improvements and energy efficient upgrades for Owner.*** For the purpose of this RFQ, "Respondent" refers to any entity or team that is qualified to provide ***all*** of the services as listed in item A-3 below. It is the intent of Owner to select the most qualified Respondent to partner with that will provide design-build services to Owner. Owner intends to complete, at a minimum, the preliminary scope of work is outlined in Appendix A. Owner retains the right to utilize this solicitation for additional work, from time to time, should additional grants or funding opportunities become available or at the Owner's option.

2. OWNER BACKGROUND

Located in Educational Service Center 15, San Angelo ISD has 21 educational facilities with approximately 2,300,000 square feet.

3. SERVICES REQUESTED

Owner requests the turnkey services of a design-build firm or energy service company (Respondent) with the capability to complete the following scope of work:

1. Analysis and assessment of Owner's facilities to determine deficiencies and needs
2. Development of project proposal(s) for Owner's consideration
3. Design and Engineering of approved projects
4. Installation / implementation of the approved projects
5. Commissioning of the installed systems

4. PROJECT BUDGET:

The Owner has reserved $22,000,000 for the preliminary scope of work outlined in Appendix A and will evaluate the use of all available funding sources once the final scope is determined. The owner understands and acknowledges that scope change may result in either an increase or decrease in budget.

PRELIMINARY PROJECT SCHEDULE:

Owner issues Request for Qualifications	August 5, 2025
Owner receives responses to Request For Qualifications	August 18, 2025@3PM
Owner, at our option, interviews Respondents to RFQ	August 2025
Owner Board approval of selected respondent	August 2025
Project development completed	Fall 2025
Board approval of final project and financing, no later than	January 2026
Substantial completion of construction	December 31, 2026

Calendar subject to revision.

5. PROCUREMENT PROCESS

a. Phase I RFQ

The Request for Qualifications (RFQ) is the first step in a multi-step process aimed at identifying one or more qualified respondents. In Phase I, the district will evaluate each respondent's experience, technical competence, and capability to perform, the past performance of the respondent's team and members of the team, and other appropriate factors submitted by the team or firm in response to the request for qualifications, except that cost-related or price-related evaluation factors are not permitted.

b. Oral Presentation *(Owner's Option)*

Oral presentations may be required of each of the interested short-listed respondents covering any unique qualities, methodologies, or approaches taken to differentiate from other Respondents. Short-listed respondents **may** be asked to provide additional information to the Owner regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability to meet schedules, costing methodology, or other factors as appropriate. This additional information will be used in addition to prior information received in further evaluating the short-listed respondents to determine a rank-order of the short-listed firms.

c. Negotiate Project Development Agreement

The district shall select the design-build firm that submits the proposal offering the best value for the district based on the published selection criteria and on its ranking evaluations and enter into negotiations. It is anticipated that negotiations would encompass all phases of work, including but not limited to: engineering fees, preconstruction services, labor rates, contingency/risk, bonds, and markups for overhead and profit on subcontractors, as well as any other items the Owner feels are appropriate. If negotiations are successful, Owner and the highest-ranking Respondent will enter into an agreement to develop the project proposal(s) as outlined in this RFQ. If an acceptable agreement cannot be reached between the Owner and the highest-ranking Respondent, the Owner may choose to negotiate with the next highest-ranking Respondent.

d. Project Development

The selected Respondent will develop the project proposal(s) based on the preliminary scope outlined in Appendix A. Owner expects the Respondent to complete the project development on a contingent basis (i.e. not bill for the development until completed and the implementation is funded) and roll the agreed upon cost of the development into the implementation cost. The owner reserves the right to pay for the development separately. At the conclusion of Project Development, Respondent will provide Owner with a price for the agreed upon scope of work.

e. PHASE II - Project Implementation

After finalizing work scope and price, the Respondent will provide turnkey engineering design and construction management services to complete the agreed upon projects.

6. INSTRUCTIONS TO RESPONDENTS

f. Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

g. Type of Contract

Any contract resulting from this solicitation will be in the form that meets any and all requirements of the final financing options and/or statutory requirements related to project approval criteria.

h. Clarifications and Interpretations

Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be included in an addendum and issued to each potential respondent. It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due shall become a part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its response. Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.

i. Deadline

The Owner will receive Qualifications at the time described below.

August 18, 2025 @ 3:00 pm, LOCAL TIME

j. Delivery and Submission

The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

Properly submitted Qualifications will not be returned to respondents.

Qualifications materials must be enclosed in a sealed envelope (box or container); the package must clearly identify the submittal deadline, the RFQ title, and the name and return address of the respondent.

k. Point of Contact

The Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ to the Point-of-Contact person.

Name:	**Jason Henry**
Title:	**Director of Purchasing**
Address:	**1621 University Ave**
City, ST Zip:	**San Angelo, Tx 76904**

g. Evaluation of Qualifications

The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. Qualifications shall not include respondent's fees, pricing, or other compensation.

l. Owner's Reservation of Rights

The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP and no such representation is intended or should be construed by the issuance of this RFQ. The Owner reserves the right to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. The Owner reserves the right to waive any formalities or minor technical inconsistencies or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.

m. Acceptance of Evaluation Methodology

By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.

n. No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

B - RESPONDENT'S SUBMITTAL

1. General Instructions

Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection. Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

Qualifications shall consist of answers to questions identified in this RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer. Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

2. Format

A. Page Size, Font Size, Binding, Dividers and Tabs

Qualifications shall be a MAXIMUM OF FIFTY (50) PRINTED PAGES. The cover, table of contents, and divider sheets do not count as printed pages.

Minimum font size allowed is 11.

Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral or coil bindings.

Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in this RFQ and in the oral interview will be used by the Owner for evaluation.

Separate and identify each criteria response by use of a divider sheet with an integral tab for ready reference.

B. Table of Contents

Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.

C. Pagination

Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

3. Required Information for Phase I

Criteria 1: Unique Qualifications- 10 points

1.1. Provide a statement of interest for the project including a narrative describing the Respondent's unique qualifications as they pertain to this particular project.

Criteria 2: Corporate Qualifications- 15 points

2.1 Provide a brief history of your firm and any proposed subconsultants and/or subcontractors. At a minimum, include the following information:

- Number of years your firm has been in business under its present name.
- All other names by which your firm has been known and length of time known by each name.
- The address of your firm's website, if applicable.
- Location of parent company headquarters. If international, please list international headquarters.
- Location of office from which project will be managed; and,
- Revenues for each of the last two (2) years for work performed **in Texas K-12 Marketplace**.

2.2 List the complete range of services and capabilities your firm offers (e.g. energy analysis, electrical upgrades, HVAC work, construction management, etc.). Indicate all the services which your firm performs with your own employees, and those which are usually subcontracted.

2.3 List any equipment manufactured by your company that may be included with this project. Describe your willingness to include other manufacturers' products. Identify and describe any business associations with equipment manufacturers or suppliers that might be specified for this project.

2.4 List past or present litigation in which your company is a defendant pertaining to Design-Build.

2.5 List any contracts in Texas in the last five years that were terminated by the owner prior to completion due to non-performance.

2.6 Provide a claims history under professional malpractice insurance for the past five (5) years for the Respondent and any subconsultants or team members proposed to provide professional engineering services.

Criteria 3: Personnel Qualifications- 25 points

Provide information regarding capabilities and experience of personnel directly assigned to this project that includes the following:

3.1 Clearly identify who will have primary technical responsibility for engineering and design work, contract negotiations, construction management, training, and any other aspect of the project implementation or post-construction services. **Please do not list individuals that will not be assigned to the project.**

3.2 If applicable, provide a statement certifying to the Owner that each engineer or architect that is a member of its team was selected based on demonstrated competence and qualifications, in the manner provided by Section 2254.004, Government Code.

3.3 Provide an organizational chart that clearly describes your firm's project organization with supervisory reporting for this program, along with each subconsultant and their area of responsibility.

3.4 Professional resumes for key personnel and their responsibilities for the duration of the Contract. Resumes should include a list of previous projects, similar in size and complexity, in which the team member has played a significant role.

Criteria 4: Program and Project Methodology- 35 points

4.1 Describe your firm's methodology of developing and implementing comprehensive energy efficiency and conservation programs and projects for Owners. Address in detail the following key components, if provided by your firm or team, and how you would approach each one:

- Facility Surveys
- Energy modeling and analysis
- Project development
- Non-construction related energy conservation strategies
- Engineering and design
- Funding / financing (including incentives and rebates)
- Construction and project management
- Commissioning and Retro commissioning
- Training
- Guarantee of energy savings (if offered) and measurement and verification of results

Criteria 5: References- 15 points

5.1 Discuss your project team's experience with implementing energy efficiency and conservation / facility improvement projects in Texas K-12 school districts. List all relevant Texas **ISD** references, including the following specific information for at least 5 recent projects:

- Date project was completed
- Project title and location(s)
- Name, address, phone number and email of Owner's representative
- General scope of work for the program
- Total dollar contract amount
- Type of contract (guaranteed savings, shared savings, etc.)
- Source(s) of project funding

Vendor Form Requirements

The following forms must be completed, signed and submitted along with the RFQ submission:

Certificate of Interested Parties
Conflict of Interest Questionnaire
Felony Conviction Disclosure Statement
W9

APPENDIX A
PRELIMINARY PROJECT SCOPE OF WORK

Overview

Owner intends to enter into an agreement with a Design Build firm to implement Electrical Upgrades, HVAC, & HVAC Controls and deferred maintenance improvements at facilities listed in A.2. No other facilities will be considered under this project unless otherwise noted by the Owner. The Respondent, upon selection, will provide a Total Project Lump Sum Price for the project that is developed for the Owner.

Preliminary Scope of Work

1. **Replacement of Federal Pacific Panels at the following locations**
    a. Lone Star, 200 Amp
    b. Santa Rita, 200 Amp
    c. Oaks, 1000 Amp
    d. San Angelo Stadium, 200 Amp
2. **Replacement of HVAC With Control Upgrade**
    (Carrier preferred units, District will require Pelican TC4 thermostats & Pelican Perl Economizers)
    a. Lone Star Middle School **≈ 567 Tons**
    b. Bradford Elementary **≈ 70 Tons**
    c. Crockett Elementary **≈ 200 Tons**
    d. Glenmore Elementary **≈ 60 Tons**
    e. Goliad Elementary **≈ 280 Tons**
    f. Holiman Elementary **≈ 205 Tons**
    g. Lamar Elementary **≈ 275 Tons**
    h. Santa Rita Elementary **≈ 146 Tons**
    i. San Jacinto **≈ 90 Tons**
    j. San Angelo Stadium **≈ 162 Tons**
3. **Upgrade HVAC Controls Only**
    (District will require Pelican TC4 thermostats & Pelican Perl Economizers)
    a. Lincoln Middle School
4. **Unknown Districtwide Electrical Upgrades, HVAC, & HVAC Controls replacements (TBD)**

San Angelo Independent School District

Purchasing Department

Please duplicate the below label and affix to the outside of your sealed proposal envelope.

Sealed Bid

San Angelo Independent School District
Purchasing Department
1621 University Ave.
San Angelo, TX 76904
Attn: Jason A. Henry, Director of Purchasing

RFQ: 25-017
Design Build Services – 2025 Bond Electrical Upgrades, HVAC, & HVAC Controls

Bid Deadline: 8/18/25@3PM

Sealed Bid

Vendor's name and return address should be printed on the sealed proposal envelope.

San Angelo Independent School District
REQUEST FOR PROPOSAL

Bid Name:
2025 Bond Electrical Upgrades, HVAC, & HVAC Controls

Opening Date and Time:
3:00 PM – 08/18/2025

Bid Number: 25-017

Completion Date: 12/31/26

Location of Opening:
Purchasing Department
1621 University
San Angelo, TX 76904

The undersigned authorized representative of the vendor indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the company indicated below, and
2. That he/she has carefully examined this Bid Notice, the accompanying Bid Forms, and the General Terms and Conditions and Item Specifications associated with this Bid Invitation, and
3. That he/she proposes to supply any products or services submitted under this Bid Invitation at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and
4. That if any part of the bid is accepted, he/she will furnish all products or services awarded under this bid at the prices quoted and in strict compliance with the General Terms and Conditions, and Item Specifications associated with this Bid Invitation, unless any exceptions are noted in writing with this bid response, and
5. That any and all exceptions to the General Terms or Conditions of this bid have been noted in writing in this bid response, and that no other exceptions to the General Terms or Conditions will be claimed.

By submitting a bid, each bidder agrees to waive any claim it has or may have against the San Angelo Independent School District, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.

Offeror agrees to exhaust its administrative remedies under District Policy and the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

Name of Bidding Company	Date
Address	Signature of Authorized Representative
City, State, Zip	Printed name of Authorized Representative
Contact Name	Position of Authorized Representative
Telephone Number of Contact Person	Fax Number of Contact Person
E-mail Address of Contact Person	Web Address

SAN ANGELO INDEPENDENT SCHOOL DISTRICT

GENERAL CONDITIONS FOR BIDDING

1. Bids shall be submitted on this form. All prices must be typed or written in ink. Bids written in pencil will not be accepted. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened.

2. Bids must be received in the Purchasing Department office ***before the hour and date specified***. **DO NOT FAX OR EMAIL YOUR BID!**

3. The prices bid should be F.O.B. destination, inside delivery. All freight charges must be included in your bid pricing. If otherwise, state on Deviation/Compliance Signature form.

4. Delivery shall be made during normal school hours unless prior approval has been obtained from authorized District personnel.

5. All items bid must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on Deviation/Compliance Signature form.

   All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

   Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheets must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the District.

6. Installation: the successful bidder shall provide the following services on the items bid, at no additional cost to the District, if otherwise, state on Deviation/Compliance Signature form.

   a. Provide transportation of items to the facility.
   b. Place the items in the proper location within the facility.
   c. Uncrate and completely assemble (if otherwise, state on Deviation/Compliance Signature form).
   d. Provide adjustment by a trained installation mechanic.
   e. Remove all the debris from site.

7. The District is exempt from Federal Excise Tax, and State Tax. Do not include tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. The tax exemption certificate will be furnished upon request.

8. Any catalog, brand name, or manufacturer's reference used in the bid is **descriptive and not restrictive** and is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand, model, etc. of item being offered. If other than brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If bidder takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.

9. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with bidder's name and item number on the bid. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE**.

10. The Board of Trustees of San Angelo Independent School District reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the District.

11. The District reserves the right to purchase or lease-purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions on bid.

12. All items and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations.

13. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend, and hold harmless the San Angelo Independent School District from any suits or demands for payment that may be brought against it for the use of any patented material, process, article, or device that may enter into the manufacture and/or construction or from a part of the work covered by either order or contract and, bidder further agrees to indemnify and hold harmless the San Angelo Independent School District from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the vendor, his servants or agents.

14. It is **not** the policy of the District to purchase on the basis of low bids alone. In evaluating bids submitted and per the Texas Education Code 44.031(b), the following considerations shall be taken into account to determine the best value for the District.

    a. the purchase price;
    b. the reputation of the vendor and of the vendor's goods or services;
    c. the quality of the vendor's goods or services;
    d. the extent to which the goods or services meet the district's needs;
    e. the vendor's past relationship with the district;
    f. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
    g. the total long-term cost to the district to acquire the vendor's goods or services;
    h. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (a) has its principal place of business in this state; or (b) employs at least 500 persons in this state; and
    i. any other relevant factor specifically listed in the request for bids and proposals.

15. The contract will be awarded in the best interest of San Angelo Independent School District. Specific award information is located under Specific Terms and Conditions Item #1.

16. Any and all protests regarding San Angelo ISD bidding procedures will be governed by the San Angelo Independent School District Board Policy for Grievances.

17. If the District fails to appropriate funds to provide for the annual renewal of a contract, the District may cancel without termination charge. This is provided that the Contractor receives at least 30 days written notice of the termination stating the lack of funding as the reason for the termination.

18. The San Angelo Independent School District may not be held liable for non-funding of a contract caused through no fault of its own.

19. Vendors not responding appropriately to Bid Requests will be deleted from our qualified vendor list and will not be reinstated unless specifically requested. SAISD reserves the right to delete vendors that do not respond appropriately.

20. All Bidders must execute the "Affidavit of Non-Collusion", "Felony Conviction Notification", "Bidders Certification", "Debarment and Suspension Certification Form", "Deviation/Compliance Signature Form", or "No Bid Notification" enclosed herewith for his bid to be considered. The name of the company representative on these forms should be the same.

21. Bid results will be presented to the San Angelo Independent School District Board of Trustees for approval at the earliest opportunity following the bid/proposal opening if $25,000 or greater.

22. It is the policy of the San Angelo Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.

23. The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without the prior written consent from the District. Such consent shall not relieve the assigned of liability in the event of default by the assignee.

STANDARD TERMS AND CONDITIONS

1. CERTIFICATION: By signature on Bid Document the vendor certifies that:

   a. The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resultant from this bid.
   b. The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.

2. CONTRACT MODIFICATION: No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.

3. CONTRACT AND PURCHASE ORDERS: A response to this Bid Document is an offer to contract with the SAISD and its members based upon the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are accepted by the SAISD and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of the SAISD Purchasing Department.

   This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder's entire response to the Bid Invitation, (4) the bidder's Notice of Award Letter, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the law of the State of Texas in Tom Green County.

4. PACKING AND SHIPPING: (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination, freight prepaid, to San Angelo Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.

5. NO REPLACEMENT OF DEFECTIVE TENDER: (If applicable) every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.

6. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.

7. GRATUITIES: The buyer may, by written notice to the vendor, cancel this contract if it is found by buyer that gratuities, in the form of entertainment, gifts or otherwise were offered or given by the vendor or any agent or representative of the vendor, to any employee of the San Angelo Independent School District with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such order. In the event this contract is canceled by buyer pursuant to this provision, buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the vendor the amount of the gratuity.

8. WARRANTIES: (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties.

9. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation of any duty of vendor shall be made

without permission of buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.

10. ASSIGNMENT-CLAIMS: Vendor and the San Angelo Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the District. Therefore, vendor hereby assigns the District any and all claims for such overcharges.

11. ADVERTISING: Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statues.

12. TITLE AND RISK OF LOSS: (If applicable) the title and risk of loss of the goods shall not pass to the District until the District actually receives the goods at the point of delivery.

13. INSPECTION: (If applicable) all goods are subject to final inspection and acceptance by the District. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.

14. LIENS: All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.

15. INDEMNIFY: Vendor agrees to indemnify and hold the District harmless from any damage or expense whatsoever resulting to the District from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture of use of any product included in this contract. Upon written requests vendor will defend, at it's own cost and expense, any legal action or suit against the District involving any such alleged patent infringement, and will pay and satisfy any and all judgements or decrees rendered in any such legal actions or suits. Vendor will indemnify San Angelo Independent School District against all claims for damages to persons or property resulting from defects in materials or workmanship.

16. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by San Angelo Independent School District and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Tom Green County.

17. CONFLICT OF INTEREST: This contract is subject to cancellation by buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of San Angelo Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

18. FORCE MAJEURE: Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

19. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

20. INTERPRETATION-PAROL EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term

defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

21. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the San Angelo Independent School District, termination for non-availability of funding and for prepayment, without penalty.

22. CHOICE OF LAW: The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.

23. INFRINGEMENT: Contractor agrees to protect San Angelo Independent School District from claims involving infringement or copyrights.

24. TECHNICAL SPECIFICATIONS: Technical specifications define the minimum acceptable standard.

25. REMEDIES FOR NON-PERFORMANCE OF CONTRACT, AND TERMINATION OF CONTRACT: If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the SAISD may terminate the vendor's contract for cause as provided by the remainder of this section.

    If any delay or failure of performance is caused by a Force Majeure event as described in section #18 of this Standard Terms and Conditions document entitled "Force Majeure," the SAISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

    Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

    Valid causes for termination of this contract will include, but are not limited to:

    (a) The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.
    (b) The vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s).
    (c) The vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the written approval of SAISD.
    (d) The vendor's incomplete response to the Bid Document.
    (e) And the vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the SAISD.

26. ORDER OF PRECEDENCE: In the event of conflict, the following precedence shall prevail: 1) terms and conditions set forth on the face of the contract, 2) provisions set forth on specifications, 3) provisions set forth in Referenced Documents; and 4) the general bidding instructions to bidders.

27. ERRORS OR OMISSIONS: The District is not responsible for any bidder's errors or omissions.

28. CONFIDENTIAL INFORMATION: If a vendor believes that a bid, proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer must be attached and noted on page one of the document.

29. ADDENDUM: In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. ***It is your responsibility to obtain any addenda that pertains to this bid.*** We are no longer mailing the specifications or addenda.

30. EXTENSION/NON-APPROPRIATIONS CLAUSE: This contract may be renewed for two additional one-year terms if the vendor and the District agree.

31. Price increases for additional year will be negotiated not to exceed the CPI in the San Angelo area at the time of renewal. Price negotiations may be negotiated to prices below the current pricing.

32. Negotiations for additional years and price restructuring must be completed forty-five (45) days before the date of renewal.

33. INSURANCE REQUIREMENTS - PROOF OF INSURANCE WILL BE REQUIRED FOR GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMP. INSURANCE LIMITS WILL BE $1,000,000 PER OCCURRENCE ON GENERAL LIABILITY, $500,000 ON AUTO, AND STATUTORY LIMITS ON WORKERS' COMP. THESE REQUIREMENTS APPLY TO ALL CATEGORIES WHERE SERVICES ARE PROVIDED ON A SAN ANGELO ISD SITE.

    CONSTRUCTION BOND REQUIREMENTS - BONDING SURETIES MUST BE QUALIFIED TO DO BUSINESS IN TEXAS AND ACCEPTABLE TO THE DISTRICT.

    BID BOND IN THE AMOUNT OF FIVE PERCENT (5%) OF THE BID MUST BE SUBMITTED WITH ANY CONSTRUCTION BID.
    PAYMENT BONDS WILL BE REQUIRED IF THE CONTRACT FOR SERVICES EXCEEDS $25,000.00.
    PERFORMANCE BONDS WILL BE REQUIRED IF THE CONTRACT FOR SERVICES EXCEEDS $100,000.00.

FORM A

NON-COLLUSION STATEMENT

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the **San Angelo Independent School District** that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal;

the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal.

the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the **San Angelo Independent School District** concerning this proposal on the basis of any consideration not authorized by law.

the Proposer also certifies and represents that Proposer has not received any information not available to other proposers so as to give the undersigned an advantage with respect to this proposal.

the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the **San Angelo Independent School District** in return for the person having exercised the person's official discretion, power or duty with respect to this proposal;

the Proposer certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the **San Angelo Independent School District** in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal;

the Proposer certifies that the Proposer has not prepared this proposal and will not prepare any future proposals arising from this Request for Proposal (RFP) in collusion with any other respondent, and that the content of any future proposals arising out of this RFP will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the District’s selection of a contractor for this RFP.

_____

FIRM NAME

_____

ADDRESS

_____

CITY/STATE/ZIP

_____

TYPED NAME OF REPRESENTATIVE(S)

_____

SIGNATURE OF REPRESENTATIVE(S)

_____

DATE

FORM B

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or 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.
Please complete the information below:

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

Vendor's Name:_____

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

_____

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

Signature of Company Official:_____Date:_____

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

Signature of Company Official:_____Date:_____

C. 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 the affidavit-Form A)

Contractor is responsible for the performance of the persons, employees and/or subcontractors Contractor assigns to provide services for the San Angelo ISD pursuant to this Contract on any and all San Angelo ISD campuses or facilities. Contractor will not assign individuals to provide services at a San Angelo ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the San Angelo ISD Purchasing Department. Prior to supplying labor services under this Contract, Contractor shall provide a list identifying the individuals, employees and subcontractors that may be assigned to San Angelo ISD along with a letter signed by an appropriate officer of Contractor that affirms compliance with this provision. Contractor will revise such letter each time there is a change in Contractor's personnel assigned to a San Angelo ISD campus or facility, but in any case, annually on the anniversary date of this Contract, if applicable.

FORM C

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that ____ is a
(Company Name)

Resident Bidder of Texas as defined in HB 620.

Signature____

Print Name____

• •

I certify that ____ is a
(Company Name)

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

____
(City and State)

Signature____

Print Name____

FORM D

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $100,000. Contractors receiving individual awards of $100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

- Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§_.36).

Vendor Name:_____

Vendor Address:_____

_____

_____

Vendor Telephone:_____

Authorized Company Official's Name:_____
(printed)

Signature of Company Official:_____

Date:_____

FORM E

DEVIATION/COMPLIANCE FORM

_____
COMPANY NAME

_____
ADDRESS CITY STATE

_____ _____
PHONE NUMBER FAX NUMBER

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

☐ No Deviation

☐ Yes Deviations

If yes is checked, please list below.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

FORM F

NO BID NOTIFICATION

VENDOR NAME_____AGENT'S NAME_____

ADDRESS_____BID NUMBER_____

_____DESCRIPTION_____

The San Angelo Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reason: (PLEASE CHECK ONE OF THE LISTED REASONS)

_____ Do not supply the requested product

_____ Quantities offered are too small or too large to be supplied by my company.
(please circle one of the underlined)

_____ Specifications are "too tight" or written around a particular product.
(Please elaborate on this item)_____

_____

_____ I cannot bid against manufacturer or jobber on this item.
(please circle one of the underlined)

_____ Time frame for bidding was too short for my organization.

_____ Not awarded a contract by SAISD when you felt you were low bidder.

_____ Other_____

_____

Please indicate your choice for remaining on San Angelo ISD's bid list.

_____I wish to remain on bid list. _____I do not wish to remain on bid list.

_____
VENDOR'S SIGNATURE DATE

Certification Packet

_____
VENDOR NAME

In accordance with §200.326 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as the new "EDGAR"), this Addendum ("**Addendum**") is proof of the vendor's willingness and ability to comply with certain requirements which may be applicable to specific SAISD purchases using federal grant funds.

It amends and is hereby incorporated into an existing agreement between the parties as follows:

I. REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

(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 for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by SAISD, SAISD 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_____Initials of Authorized Representative of vendor
(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by SAISD, SAISD reserves the right 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 vendor 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. SAISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if SAISD believes, in its sole discretion that it is in the best interest of SAISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by SAISD as of the termination date if the contract is terminated for convenience of SAISD. Any award under this procurement process is not exclusive and SAISD reserves the right to purchase goods and services from other vendors when it is in the best interest of SAISD.

Does vendor agree? YES_____Initials of Authorized Representative of vendor.

(C) *Equal Employment Opportunity*. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 601.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when federal funds are expended by SAISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES_____ Initials of Authorized Representative of vendor

(D) *Davis-Bacon Act*, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 31413144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by SAISD, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(E) *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).* Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by SAISD, the vendor certifies that during the term of an award for all contracts by SAISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(F) *Rights to Inventions* Made Under a Contract or 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 SAISD, the vendor certifies that during the term of an award for all contracts by SAISD 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_____Initials of Authorized Representative of vendor

(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 SAISD, the vendor certifies that during the term of an award for all contracts by SAISD 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 _____Initials of Authorized Representative of vendor

(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 contains 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 SAISD, the vendor certifies that during the term of an award for all contracts by SAISD 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 _____Initials of Authorized Representative of vendor

(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 certifies 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 takes 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 SAISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by SAISD 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 Standard 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 sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.333

When federal funds are expended by SAISD 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_____ Initials of Authorized Representative of vendor

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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 _____ Initials of Authorized Representative of vendor

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CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action 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, or (b) does business with a company described by paragraph (a)." *See* TEX. GOV'T CODE § 809.001(1).

Does vendor agree? YES_____Initials of Authorized Representative of vendor

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CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or 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 these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) 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 (2) 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 to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or 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." *See* TEX. GOV'T CODE § 2274.001(3) of SB 19.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

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CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Vendor is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the *vendor* for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

San Angelo Independent School District

Purchasing Department

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.

Vendor's Name/Company Name:_____

Address, City, State, and Zip Code:_____

Phone Number:_____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email

Address:_____

_

Signature of Authorized Representative: _____

Date: _____

FORMS CHECKLIST

_____ Completed – Form A - Non-Collusion Statement, 1 Page

_____ Completed – Form B - Felony Conviction Notice, 1 Page

_____ Completed – Form C - Bidders Certification, 1 Page

_____ Completed – Form D - Debarment and Suspension Certification, 1 Page

_____ Completed – Form E - Deviation/Compliance, 1 Page

_____ Complete if Applicable - Form F - No Bid Notification, 1 Page

_____ Completed – Certification Packet, 6 pages

_____ Completed – W-9 – Request for Taxpayer Identification Number

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** **Date**

General Instructions

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

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

What's New

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

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

Purpose of Form

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

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-NEC (nonemployee compensation).

• 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded 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 grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

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

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

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

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

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on 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 territory, 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 territory.

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 as defined under section 581.

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 Information, 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) entered 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 territory, or any of their political subdivisions or instrumentalities.

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 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/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 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 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

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

Privacy Act Notice

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