

Montgomery County

Specification Download Acknowledgement



Request for Statements of Qualifications

Professional Design Services

Project # 18-64

Forensic Center

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY EMAIL: purchasing@mctx.org

Vendor Responsibilities

- Vendors must download and complete any addenda
- Vendors must submit responses in accordance with requirements stated on cover of document
- Vendor must submit 1295 form with Bid/Proposal
Detailed information regarding 1295 can be found under item 49 in the attached Terms and Conditions.
Texas Ethics Commission website for 1295:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

For completing the 1295:

Contract ID: _____

Description: Project 18-64

Montgomery County will not be responsible for inaccurate or incomplete specifications and/or addenda pertaining to any bid/proposal that is received electronically.

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Email Address

Signature

Date



GILBERT D. JALOMO, JR., CPPB
OFFICE OF COUNTY PURCHASING AGENT
MONTGOMERY COUNTY

501 N. Thompson
Suite 405
Conroe, Texas 77301

936.539.7980
FAX: 936.760.6976
www.mctx.org

July 13, 2018

Sealed Statements of Qualifications will be received in the Office of the Montgomery County Purchasing Agent, Attn: Gilbert D. Jalomo, Jr., CPPB, 501 N. Thompson, Suite 405, Conroe, Texas 77301 until 2:00 p.m., August 1, 2018. Proposals will be publicly opened and respondents' names read aloud at 2:15 p.m. for the following:

PROJECT 18-64
REQUEST FOR STATEMENTS OF QUALIFICATIONS
PROFESSIONAL DESIGN SERVICES
FORENSIC CENTER

Prospective vendors may obtain specifications from the Office of the Montgomery County Purchasing Agent located at 501 N. Thompson, Suite 405, Conroe, Texas 77301 any time after 8:00 a.m. on July 13, 2018. Specifications are also available via download at the Purchasing website: www.mctx.org.

The right is reserved, as the interest of Montgomery County Commissioners' Court may require rejecting any one or all proposals and to waive any informality in proposals received. All proposals received after the above designated closing time will be returned unopened.

Montgomery County is an Affirmative Action/Equal Opportunity Employer.

Vendors are responsible for monitoring the Purchasing Department website at www.mctx.org for any Addenda which may be issued.

For questions relating to the specifications or the submission of this proposal, contact Kelly Vidal, Assistant County Purchasing Agent via email: Kelly.vidal@mctx.org; or by calling 936-760-6905.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelly Vidal", is written over a blue horizontal line.

Kelly Vidal, CPPB
Assistant County Purchasing Agent

KV/nw

SOQ PACKAGE CHECK LIST

Only items marked with an "X" are applicable to this SOQ.

Respondents should review the Package thoroughly.

If additional information is needed, contact Montgomery County Purchasing Dept at 936.539.7980.

Respondents must check each task as it is completed.

Include this form with the appropriate SOQ documents.

Required ✓	Required ✓
X SOQ FORMS Must be completed and signed in ink. Failure to do so may cause SOQ to be rejected.	X GENERAL REQUIREMENTS AND TERMS Respondents should be familiar with all General Requirements and Terms.
BID BOND REQUIREMENTS This Bond applies to certain SOQ as stated in Montgomery County Terms and Conditions.	X QUALIFICATIONS STMT If marked with "X", failure to include may cause SOQ to be rejected.
CONTRACT This Contract should be signed by an officer or authorized representative at time of submission. Contract is not binding until countersigned by Montgomery County Commissioners' Court.	X SUBMITTING PROCEDURE Sealed envelope containing SOQ documents must be marked with the following: <ul style="list-style-type: none"> ✦ Company Name ✦ Opening Date ✦ Project Number ✦ Project Title
REQUIRED FORMS-ATTACHMENTS A, B, C & D X All attachments required and must be submitted with SOQ response.	X W-9 SUBMITTAL Respondent should include a current W-9 with submittal. Failure to do so may cause SOQ to be rejected.

AFTER AWARD IS MADE, THE FOLLOWING DOCUMENTS MUST BE PROVIDED

Check if you are prepared to provide these after award, as required.

Required ✓	Required ✓
TEST REPORTS	MATERIALS SAFETY DATA SHEETS
PERFORMANCE BOND REQUIREMENTS This Bond applies to SOQ's that exceed \$100,000 as stated in the Montgomery County Terms and Conditions.	PAYMENT BOND REQUIREMENTS This Bond applies to SOQ's that exceed \$25,000 as stated in the Montgomery County Terms and Conditions.

INSURANCE INFORMATION

Required ✓	Required ✓
X WORKERS' COMPENSATION Check if you are prepared to provide this after award, as required.	X ACTIVE VENDOR Check here only if your company has conducted business with Montgomery County within the past year; AND all current insurance certificates are on file at this time.
X GENERAL LIABILITY AND AUTO Check if you are prepared to provide this after award, as required.	

It is the respondent's responsibility to be thoroughly familiar with all SOQ Requirements and Specifications.

**MONTGOMERY COUNTY
STATEMENTS OF QUALIFICATIONS
GENERAL TERMS AND CONDITIONS**

**PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY, YOU ARE RESPONSIBLE FOR
FULFILLING ALL SPECIFICATIONS AND REQUIREMENTS.**

- 1. COMPLETION OF DOCUMENT:** MONTGOMERY COUNTY is aware of the time and effort you expend in preparing and submitting qualifications to the County. Please let us know of any qualification requirements which are causing you difficulty in responding to our SOQ. We want to make the process as easy as possible so that all responsible vendors can compete for the County's business.

Fill out completely and return the number of documents specified in the invitation in a sealed envelope properly marked with TITLE OF STATEMENTS OF QUALIFICATIONS AND PROJECT NUMBER, stating, and clearly stating DO NOT OPEN IN MAIL ROOM. Original SOQ shall be clearly marked "**ORIGINAL**" and contain all original signatures.

Electronic Signatures can be accepted on documentation that requires signatures. If there is a question regarding the authenticity of the signature Montgomery County Reserves the right to request verification.

Respondents shall provide with this SOQ response, all documentation required herein. Failure to provide this information may result in rejection of SOQ.

- 2. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS:** A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- a) have adequate financial resources, or ability to obtain such resources as required;
- b) be able to comply with the required or proposed schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

Montgomery County may request representation and other information sufficient to determine responder's ability to meet the minimum standards listed above.

- 3. REFERENCES:** Montgomery County requests responder to supply, with this SOQ, a list of references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and fax number.
- 4. AWARD:** The Commissioners' Court of Montgomery County (County) reserves the right to award the contract to the BEST AND MOST RESPONSIBLE RESPONDENT in accordance with laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one responder, to reject all SOQ's or require new SOQ's if in the best interest of the County. By law, County is not obligated to accept a non-compliant SOQ.

To obtain results, or if you have any questions, please contact the Purchasing Office at 936.539.7980.

5. **CONTRACT FULFILLMENT:** The Commissioners' Court of Montgomery County must, by law, award all contracts, and the Commissioners' Court must sign all contracts and agreements before they become binding on the County. This SOQ and all of its content becomes part of the contract between the awarded vendor and Montgomery County for the time period designated.
6. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Purchasing Agent and approved by Commissioners' Court.
7. **PRICING:** Prices for services shall be firm for the duration of the contract and shall be stated in the contract. Prices shall be all inclusive, unless specifically approved in writing by the Commissioners' Court. All invoices shall detail services performed and have supporting documentation as required by the County Auditor. Invoices shall be issued for each Purchase Order, must be originals or certified copies of original, and shall be mailed directly to the Montgomery County Auditor, P.O. Box 539, Conroe, TX, 77305.
8. **TERMINATION:** During the term of the contract, County retains the right to immediately cancel any agreement between the parties should services performed by respondent not meet specifications. County also retains the right to cancel the agreement due to budget restraints. In any case, County may terminate any agreement upon thirty (30) days written notice deposited in the United States mail.
9. **PAYMENT TERMS:** Unless otherwise specified by Montgomery County Commissioners' Court, payment terms will be "Net 30" after receipt of product(s), material(s), service(s) or invoice, whichever is later.
10. **RECORDS:** Vendors shall maintain records for one year after project has been accepted by Montgomery County, or any longer term specified in the contract.
11. **FUNDING OUT:** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor for the purpose of satisfying County's obligations under the terms and provisions of the agreement; and notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's obligations under the terms and provisions of this agreement. The sole and exclusive remedy of responder shall be to terminate the agreement.

Funds for payment have been provided through the Montgomery County budget approved by the Montgomery County Commissioners' Court for this fiscal year only. State of Texas Statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Montgomery County fiscal year shall be subject to budget approval.

- 12. TAXES:** County is a body corporate and political subdivision under the laws of the State of Texas and claims exemption from Limited Sales and Use Tax to the State of Texas, under Texas Tax Code Ann. Section 151.309, as amended. Exemption Certificates will be provided to responder upon request. County is subject to Federal Excise Tax.
- 13. LICENSES:** Respondent is responsible for obtaining and keeping current requisite licenses and permits necessary for the activities under this agreement, including ensuring that any drivers employed by responder are properly licensed.
- 14. ASSIGNMENT:** County shall have the right to sell, transfer or assign, in whole or in part, all of its rights and obligations hereunder. In such event and upon the assumption of such transfer of County's obligations hereunder, no further liability or obligation shall thereafter accrue against County. The successful responder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Montgomery County Commissioners' Court or appointed agent.
- 15. NOTICE:** All notices required hereunder shall be deemed to have been properly given when made in writing and sent by mail with adequate postage in the United States mail.
- 16. WAIVER:** The failure of either Party hereto, in any or more than one instance, to insist upon the performance of any term, covenant, or condition of this SOQ or the contract or to exercise any right or privilege, or the waiver by either Party of any breach of any of the terms, covenants, or conditions of the agreement, shall not be construed as thereafter waiving that or any other such term, covenant, condition, right or privilege, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- 17. TEXAS LAW:** The contract will be governed and construed according to the laws of the State of Texas and is performable in Montgomery County, Texas. The successful responder and Montgomery County agree that both Parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 18. COMPLIANCE WITH LAW:** The contract and all services performed thereunder must comply with all federal, state, county and local laws concerning the same types of services.
- 19. TORT CLAIM:** The County shall be responsible only for the acts or failure to act of its own employees, agents, or servants; provided, however, such responsibility shall be subject to the terms, provisions and limitations of the Constitution and Laws of the State of Texas, particularly the Texas Tort Claims Act. In no event will the County be held to waive any immunity, defense or liability cap available to it by law.
- 20. INDEMNIFICATION:** The Parties agree that under the Constitution and Laws of the State of Texas, the County cannot enter into a contract whereby it agrees to indemnify any other Party; therefore, all references of any kind to the County indemnifying, holding or saving harmless for any reason whatsoever is of no effect.

Respondent agrees to defend and indemnify the County and all of its officials, employees, agents and invitees from and against all claims, demands, actions, damages, losses and expenses,

including court costs and reasonable attorney's fees, and any and all loss, damage, injury, or death arising out of or in connection with and during the performance of services under the contract and pursuant to this SOQ. Respondent is to maintain sufficient insurance coverage on its personnel and property, and require its subcontractors to maintain sufficient insurance to cover the above eventualities.

A report of any loss, damage, injury or death to any person or property in any way arising under this agreement shall be sent by certified or registered mail to the County Attorney's Office within ten (10) days from an event. Such written report shall be a full and complete account of the incident.

In addition, respondent represents and warrants unto County that the use or construction of any and all tools, equipment, products, or services furnished by respondent or used by respondent in the performance of services under the contract shall not infringe upon any patent or license which has been issued or applied for; accordingly, the responder shall indemnify and hold County harmless from and against any and all claims, demands, and causes of action of any kind and character in favor of or made by any patentee, licensee, or claimant of any right or priority to any such tool, equipment, product or service.

- 21. SPECIFICATIONS:** In the event any conflict arises between specifications of the SOQ, the qualifications or the final approved Contract, the specifications of the SOQ shall rule and take precedence, unless specifically indicated and approved in writing by the County.

The apparent silence of these SOQ specifications as to any detail or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the SOQ specifications shall be made on the basis of this statement.

- 22. INSURANCE:** County may request Respondent to provide, before award, Certificates of Insurance relating to the following categories of insurance, if required by law:

- a) Workers' Compensation
- b) Comprehensive General Liability Insurance
- c) Automobile Liability Insurance
- d) Professional Liability

Montgomery County requests that the Vendor maintain in force such insurance as will protect themselves and the County from claims which may arise out of, or result from the execution of, the work, whether such execution be by themselves, their employees, subcontractors, or by anyone for whose acts may be liable.

- 23. CONFLICT OF INTEREST:** Potential respondents are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose:

- a) an employment or other business relationship with a local government officer of the County, or a family member of an officer, that results in the officer or family member receiving taxable income; or
- b) any gift or gifts to a local government officer of the County, or a family member of an officer, that have an aggregate value of more than \$100 (one hundred dollars) during the preceding twelve-month period. Gifts of food, lodging, transportation, or entertainment, which an officer or family member accepted as a guest, need not be disclosed.

24. INTERLOCAL PARTICIPATION: Additional governmental entities may purchase from the contract, contingent upon mutual agreement between the contractor and other governmental entities. In that event, the contractor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

25. CHANGE OF OWNERSHIP: Should there be any change in ownership or management of the respondent during the term of the contract, the contract may be cancelled by the County without mutual agreement with the new owner or manager to continue the contract under its present provisions and prices. The contract is non-transferable or assignable with the express written consent of the County.

26. ANNUAL CONTRACTS: Respondents may be disqualified and their response not considered, among other reasons, for any of the following specific reasons:

- a) The respondent being interested in any litigation between both parties.
- b) The respondent being in arrears on any existing contract or having defaulted on a previous contract.
- c) Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- d) Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.

Due Care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the respondent. Montgomery County and its representatives will not be responsible for any errors or omissions in these specifications, nor the failure on part of the respondent to determine the full extent of the exposures.

27. SCANNED OR RE-TYPED RESPONSE: If in its response, respondent either electronically scans, re-types or in some way reproduces the County's published SOQ package, then in the event of any conflict between the terms and provisions of the County's published SOQ package, or any portion thereof, and the terms and provisions of the response made by Responder, the County's SOQ package *as published* shall control. Furthermore, if an alteration of any kind to the County's published SOQ package is only discovered after the contract is executed and is not being performed, the contract is subject to immediate cancellation.

28. DIGITAL FORMAT: If Responder obtained the SOQ specifications in digital format in order to prepare a response, *the SOQ must be submitted in hard copy* according to instructions contained in

this SOQ package. If, in its SOQ response, respondent makes any changes whatsoever to the County's published SOQ specifications, the County's SOQ specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published SOQ package is only discovered after the contract is executed and is not being performed, the contract is subject to immediate cancellation.

29. CONTACT RESTRICTIONS: Respondents shall not contact any County personnel, **to include all entities/persons contracted to do business with the County**, during the process, other than Gilbert D. Jalomo, Jr., Purchasing Agent, without the express permission from the Office of the County Purchasing Department. Any respondent who has made site visits, contacted personnel, or distributed any literature without authorization may be disqualified. The County Purchasing Department may initiate discussion with respondents. Discussions may not be initiated by respondents. The County Purchasing Department expects to conduct discussions with respondent personnel authorized to contractually obligate the respondent with an offer.

30. DISCLOSURE OF INTERESTED PARTIES:

Per Government Code, Statute §2252.908, effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties" by the participating vendor. Form 1295 is also required for any and all contract amendments, extensions or renewals. Vendors are required to visit the Texas Ethics Commissions (TEC) website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and file a 1295 Certificate. After filing the form with the TEC, it must be printed, signed and notarized and included with the bid/SOQ submission.

31. FORCE MAJEURE:

Definitions

In this Clause, "Event of Force Majeure" means an event beyond the control of the County and the Contractor, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

- (a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, and floods);
- (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo;
- (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors; or
- (f) acts or threats of terrorism.

Consequences of a Force Majeure Event

Neither the County nor the Contractor shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date. The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Contractor is prevented from executing its obligations by the Event of Force Majeure, it shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with good operating practices. If and to the extent that the Contractor suffers a delay during the Construction Period as a result of the Event of Force Majeure, then it shall be entitled to a reasonable extension for the Time for Completion.

32. PROHIBITION ON INVESTMENT IN COMPANIES THAT BOYCOTT ISRAEL

Prohibition on contracts with companies boycotting Israel per Government Code 2270 Definitions:

- (1) "Boycott Israel" has the meaning assigned by Section 808.001.
- (2) "Company" has the meaning assigned by Section 808.001.
- (3) "Governmental entity" has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

33. PROHIBITION ON CONTRACTING WITH A COMPANY DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Prohibition on contracts with certain companies per Government Code 2252.151
Definitions:

"Company" has the meaning assigned by Section 806.001.

"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

"Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 - Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Israel Boycott Statement
(must be included with bid response)

Date: _____

Name of Individual: _____

Title: _____

Business Name of Proponent: _____

County of Proponent: _____

Individual on oath swears that the following statements are true:

1. Individual has the authorization by Proponent to make this statement for Proponent.
2. Individual is fully aware of the facts stated in this statement.
3. Individual can read the English language.
4. In accordance with Texas Government Code Section 2270.002, this company does not boycott Israel and will not boycott Israel during the term of this contract.

Signature of Individual

Address

REFERENCES

1. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

2. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

3. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

4. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

5. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

MONTGOMERY COUNTY
REQUEST FOR
STATEMENTS OF QUALIFICATION
FOR
Professional Design Services
Forensic Center

The County of Montgomery Texas requests Statement(s) of Qualification (SOQ) from Professional Design firms/teams necessary for design and construction of a Montgomery County Forensic Center. Firms/Teams should include relevant engineering services (MEP, structural, civil, etc.).

A. General

1. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
2. Submittals and any other Respondent information in response to this SOQ shall become the property of Montgomery County.
3. Montgomery County will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that made, unless otherwise expressly stated or required by law. Respondents shall submit qualifications at their own risk.
4. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements, and an understanding of the County's needs.
5. Montgomery County makes no guarantee that an award will be made as a result of this SOQ. Montgomery County reserves the right to accept or reject any or all submittals, with or without cause, waive any formalities or minor technical inconsistencies, or delete any item/requirement from this SOQ or contract when deemed to be in the County's best interest. Representations made within the qualifications submittal and any subsequent proposal will be binding on responding firms. Montgomery County will not be bound to act by any previous communication or submittal by the firms other than those responding to this SOQ.

B. Concept

It is Montgomery County's intent to select one (1) professional services firm/team to accomplish this project. Montgomery County will select a firm/team that best meet the interest of Montgomery County.

C. Scope of Work:

The selected firm/team will assist the County in developing the Forensic Center project with the intent of designing and constructing a facility that will meet the future needs of the County.

D. Submittal:

Respondent shall provide the following information:

1. Provide an introductory letter, including certification of accuracy of information submitted.
2. Provide documentation of firm/team qualifications related to forensic building projects.
3. Describe firm/team experience with forensic building projects. List projects completed within the last five (5) years, provide the name and location, the client and a contact person, and phone number for each project. Include detailed project information that support all Service Categories that the Respondent has identified in this submittal.

E. Insurance:

1. All respondents must submit, with SOQ, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with SOQ, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Montgomery County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement may result in disqualification of submittal.
2. The certificates of insurance to be satisfactory to Montgomery County, naming the Contractor and its employees as insured:
 - 2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

- 2.4 Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 2.5 Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.
3. The County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
4. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract. Contractor also warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Contract is completed.
5. Contractor shall not commence any portion of the work under this Contract until the insurance required herein is obtained and certificates of such insurance have been filed with and approved by Montgomery County.
6. No cancellation of, or material change to the policies, may be made without sixty (60) days prior, written notification to Montgomery County.
7. Approval of the insurance by Montgomery County shall not relieve or decrease the liability of the Contractor.
8. All insurance companies must maintain A.M. Best's rating of A-VII or higher.

G. Statement of Qualifications (SOQ) and Submission:

SOQs must take the form of a bound 8-1/2-inch by 11-inch report with a Table of Contents and all pages numbered in sequence (**maximum 20 pages, single sided**, including introduction letter but excluding the insurance certificate). Vendor forms, W9, Tax and Proof of Insurance do not count in 20-page limit.

One (1) original response and one (1) electronic response on flash drive. Flash drive must contain only one (1) file in PDF format and must match written response

identically. Failure to provide proper flash drive may be cause for disqualification. SOQs must be delivered to:

Kelly Vidal
Assistant County Purchasing Agent
Attn: Forensic Center Design Services, Project# 18-64
Montgomery County Purchasing Department
501 N. Thompson St., Suite 405
Conroe, TX 77301

H. Required Forms:

All vendors submitting are required to complete the attached and return with submission:

1. Vendor Information Form
2. W9
3. Contractor Acknowledgement of Stormwater Management Program
4. Attachment A – Bidder/Offeror Self Certification
5. Attachment B – Certification Regarding Lobbying
6. Attachment C – Certification Regarding Debarment
7. Attachment D – Israel Boycott Statement

COUNTY PURCHASING AGENT

O qpvì qo gt{ 'County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(; 58) 982/8; 28
Fax (; 58) 982/8; 98

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input type="checkbox"/> O qpvì qo gt{ County Other: _____	
Phone/Fax Number	Phone: _____	Fax: _____
Contact Person		
E-mail		
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women’s Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company’s gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input type="checkbox"/> >\$22,400,000	
Eqo o qf kkgu (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

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

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

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Also see *Special rules for partnerships* above.

What is FATCA reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

ATTACHMENT A

BIDDER/OFFEROR SELF CERTIFICATION

- 1.) The Bidder/Offeror certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that the services rendered will comply with the terms of the solicitation or contract.
- 2.) The Bidder/Offeror certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Description of Commodity or Service: _____

SIGNATURE _____

NAME _____

TITLE _____

COMPANY _____

DATE _____

ATTACHMENT B

CERTIFICATION REGARDING LOBBYING

The Bidder/Offeror certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons 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 to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

SIGNATURE _____ COMPANY _____

NAME & TITLE _____ DATE _____

ATTACHMENT C

**CERTIFICATION REGARDING GOVERNMENT-WIDE DEBARMENT AND
SUSPENSION (NONPROCUREMENT)**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Bidder/Offeror is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Bidder/Offeror is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by _____(agency name). If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to _____ (agency name), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE _____

NAME _____

TITLE _____

COMPANY _____

DATE _____

Attachment D

Israel Boycott Statement Explanation

1. Prohibition on Investment in companies that boycott Israel

1.1 Prohibition on contracts with companies boycotting Israel per Government Code 2270 Definitions:

(1) "Boycott Israel" has the meaning assigned by Section 808.001.

(2) "Company" has the meaning assigned by Section 808.001.

(3) "Governmental entity" has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

(1) does not boycott Israel; and

(2) will not boycott Israel during the term of the contract.

2. Prohibition on contracting with a company doing business with Iran, Sudan, or a foreign terrorist organization

2.1 Prohibition on contracts with certain companies per Government Code 2252.151

Definitions:

(1) "Company" has the meaning assigned by Section 806.001.

(2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

(3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

(4) "Governmental entity" has the meaning assigned by Government Code, Section 2252.001.

2.2 Section 2252.152 - Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

2.3 Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Mandatory

Israel Boycott Statement

Date: _____

Name of Individual: _____

Title: _____

Business Name of Proponent: _____

County of Proponent: _____

Individual on oath swears that the following statements are true:

1. Individual has the authorization by Proponent to make this statement for Proponent.
2. Individual is fully aware of the facts stated in this statement.
3. Individual can read the English language.
4. In accordance with Texas Government Code Section 2270.002, this company does not boycott Israel and will not boycott Israel during the term of this contract.

Signature of Individual

Address