

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

9600 Eagle Drive, Mont Belvieu, TX 77523, www.BHISD.net

INVITATION TO ACCEPT REQUESTS FOR PROPOSALS REQUEST FOR PROPOSALS

RFP #23-004 Risk Management Services

The Barbers Hill Independent School District, hereinafter referred to as “BHISD” or “District,” is hereby requesting single award proposal for Risk Management Services to advise and provide risk management assessment, consulting, and broker/agent services to include the assessment of the District’s risk and exposure profile, address ongoing market volatility and recommend the most effective risk financing arrangement or insurance, considering self-insurance, risk pools and collaborating with BHISD Procurement Services to solicit and manage a second procurement of insurance coverage or alternatives related to the district’s risk in the following categories, but not limited to: Property, Equipment Breakdown, Flood, General Liability, Automobile, School Board Legal, Privacy & Information Security/Cyber, Worker’s Compensation, Crime, and Violent Acts/Active Shooter. The Texas Education Agency, Financial Accountability System Resource Guide Section 5 Purchasing, 5.15 Request for Proposals states that school districts may open the proposal upon receipt and begin the negotiation for the offered goods/services. Proposal responses will be accepted on a continual basis until **2:00 pm, Friday, May 12, 2023**, in accordance with specifications to be included in the proposal packet to be posted on the Purchasing website and which can be downloaded by all interested proposers any time after 10:00 AM on Thursday, April 20, 2023. All questions pertaining to the Request for Proposal (“RFP”) are to be directed to Amy Presley, Purchasing Coordinator, at (281) 576-2221 ext. 1268.

Proposals will be accepted on a continual basis until **2:00 PM on Friday, May 12, 2023**. Proposals received after that date and time will not be considered. Faxed and/or e-mail proposals and will be accepted.

Proposals should be submitted to:

Barbers Hill ISD
Administration Building
Attn: Amy Presley, Purchasing Coordinator
Amy.presley@bhisd.net
RE: RFP #23-004 Risk Management Services
PO Box 1108
Mont Belvieu, Texas 77580

BHISD reserves the right to reject any and all proposals, to waive any and all formalities or to accept any proposal deemed advantageous to the District as consistent with law and policy.

Definitions: The term “Proposer” as used herein shall be understood to refer to company, vendor, contractor or entity submitting a proposal in response to this RFP. The terms “Company,” “Contractor,” or “Vendor,” unless otherwise designated herein, may be used interchangeably with the term “Proposer” or “successful Proposer.”

TIMETABLE:

BHISD anticipates following the timetable listed below for this solicitation:

Item	Activity	Date & Time
1	Solicitation starts to advertise (1 st run)	April 20, 2023
2	Solicitation advertised (2 nd run)	April 27, 2023
3	Deadline for Questions	May 5, 2023
4	District Responses to Questions	May 10, 2023
5	Proposal Due Date	May 12, 2023 @ 2:00 pm
6	Anticipated Board Meeting Notification	May 22, 2023
7	Initial Contract Term	September 1, 2023-August 31, 2024

The table above is only an estimate and may vary.

PROCUREMENT METHOD:

BHISD is utilizing the Request for Proposal (RFP) method of procurement in accordance with Texas Education Code Section 44.031 (f), Request for Proposal. For information regarding the RFP process, contact Amy Presley of the Purchasing Department at amy.presley@bhisd.net or by calling 281-576-2221.

REQUIREMENTS FOR RETURN OF RFP RESPONSE:

Respondents must submit RFPs by the established deadline (day and time). Please refer to the “Instructions to Vendors” section to ensure that you submit all required information to BHISD. BHISD does not accept responses after the due date and time.

RIGHTS RESERVED BY BHISD AND RESTRICTIONS OF RFP PROCESS:

- a) BHISD reserves the right to cancel this solicitation in whole or in part by issuance of a revised or amended Request for Proposal.
- b) Should funds for the services provided under the contract not be appropriated in a given District Fiscal Year, BHISD may terminate the contract.
- c) BHISD further reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors.
- d) BHISD assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response or any amendments or addenda, participating in bid conferences, participating in any negotiation sessions or discussions, or any other costs incurred by vendors prior to award of a contract pursuant to this RFP.
- e) BHISD reserves the right to reject any and/or all responses, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interests of the School District. BHISD further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor’s response or any parts thereof. BHISD further reserves the right to waive any

formalities or technicalities if deemed in the best interest of the School District. BHISD also reserves the right as sole judge of quality and equality.

QUESTIONS AND CLARIFICATION:

- a) Questions regarding the requirements specified in this solicitation must be submitted via e-mail to Amy Presley at amy.presley@bhisd.net. In the subject line type: "Questions" followed by the solicitation number and title.
- b) BHISD will not answer verbal questions; Question responses/Addendums will be posted on the district website at: [Purchasing - Barbers Hill Independent School District \(bhisd.net\)](http://Purchasing - Barbers Hill Independent School District (bhisd.net))

INSTRUCTIONS TO VENDORS:

This portion of the RFP includes instructions on the format vendors must follow in preparing and submitting their online responses. It further identifies how questions can be raised and will be addressed.

COMPLIANCE WITH SPECIFICATIONS

Vendors are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP and the terms of the Agreement. Any exceptions to the terms and conditions in the RFP or the Agreement must be clearly indicated in the appropriate section of the vendor's submitted response. Each vendor, by making its response, represents that the vendor has read and understands the RFP and the Agreement.

REQUIRED RESPONSE SUBMISSION FORMAT

Responders must submit two (2) complete sets of the sealed RFP to the Barbers Hill ISD Purchasing Department electronically through email at amy.presley@bhisd.net or hand delivered/mailed and received prior to the response due date and time as described in the Request for Proposal. Failure to submit the necessary completed documents may result in the RFP being declared unresponsive to specification and may not be further evaluated. All submittals must be written in ink or typed. Mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the RFP submission. No oral, telegraphic, telephonic, e-mailed, or facsimile RFPs will be considered. Responders must provide all documentation required with the RFP response. Failure to provide this information may result in rejection of the RFP. For additional instructions related to RFP Preparation, please see the General Conditions contained herein.

GENERAL CORPORATE FINANCIAL INFORMATION

Vendor agrees to provide BHISD with the following financial information if requested by BHISD at any point during the procurement process, including before or after contract award: If public, the vendor's income statement, balance sheet, and cash flow for the past three (3) years; if private, the vendor's audited financial statements for the past two years (if available). A vendor's failure to provide this financial information may impact the BHISD Administration's recommendation to the HBHISD Board of Trustees for the award of the contract.

SUBMISSION DETAILS

Barbers Hill ISD
Administration Building
Attn: Amy Presley, Purchasing Coordinator
Amy.presley@bhisd.net
RE: RFP #23-004 Risk Management Services
PO Box 1108
Mont Belvieu, Texas 77580

Any responses received after the submittal deadline date and time will be disqualified.

ADDENDUM

Any interpretations, corrections, additions, or changes to this RFP will be communicated to vendors by the issuance of an addendum. It is the responsibility of the vendor, prior to submitting their response, to determine whether an addendum was issued. Addendums will be uploaded to the same location as the RFP posting on the District Website. All vendors shall comply with the requirements specified in any addendum issued by BHISD.

DISQUALIFICATION

A vendor may be disqualified before or after the responses are unsealed, upon evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

ENVIRONMENTAL INITIATIVES

BHISD is committed to reducing waste and promoting energy conservation. Toward that end, vendors responding to this solicitation are encouraged to provide their company's environmental policy and green initiative.

INTERPRETATION

This solicitation represents the basis for any award and supersedes all prior offers, negotiations, exceptions, and understandings (whether orally or in writing). Submitted responses should be self-explanatory and should not require any clarification or additional information.

NO RETURN OF RESPONSES

Once submitted, BHISD will not return responses to vendors.

NON-COLLUSION STATEMENT

Vendors are required to certify a Non-Collusive Statement. Vendors are required to state the party submitting a response, that such response is genuine and not collusive or sham; that vendor has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham response or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the response price or of any other vendor, or to fix any overhead, profit or cost element of said response price, or of that of any other vendor, or to secure any advantage against BHISD or any person interested in the proposed contract, and that all statements in response are true.

OPEN RECORDS POLICY

BHISD is a governmental body subject to the Texas Public Information Act. Responses submitted to BHISD as a result of this solicitation may be subject to release as public information after contracts are executed or the procurement is terminated. If a vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the vendor must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the vendor must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s). Vague or general claims to confidentiality will not be accepted. BHISD assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by vendors.

PREFERENCES

BHISD may apply applicable preferences for Texas resident vendors in the event of a tie bid. Preferences must be explicitly claimed by vendor and may not be applicable in procurements and/or contracts involving federal funds unless the procurement and/or contract involves unprocessed locally grown or locally raised agricultural products for use by BHISD in a Child Nutrition Program. *See* Texas Government Code §§ 2252.001 - .004; 2 C.F.R. § 200.319.

RESPONSIBLE VENDOR

A responsible vendor is a vendor who has adequate financial resources (or the ability to obtain such resources), can comply with the delivery requirements, and is a qualified and established firm regularly engaged in the type of business that provides the items listed herein.

RESPONSIVE SUBMITTALS

Submissions shall be deemed responsive if they comply with all material and administrative aspects of this solicitation.

SIMILAR PRODUCTS

Whenever an article or material is defined by BHISD in this solicitation by describing a proprietary product or by using the name of a manufacturer or brand name, the term “or equal” if not inserted shall be implied (as applicable). The specified article or material shall be understood as indicating type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design, and efficiency (as applicable).

BHISD IS TAX EXEMPT

BHISD is tax-exempt. Response prices should not include taxes.

SOLE SOURCE

In order to become a Sole Source Vendor, a vendor must meet the requirements of Texas Education Code § 44.31 (j) Sole Source, as described below.

Selected purchases may be exempt from competitive procurement if they meet the established criteria for a sole source purchase:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process, or monopoly.
- Identification and confirmation that the product is a film, manuscript, book, utility service (including electricity, gas, or water), or a captive replacement part or component for equipment.
- Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

It is incumbent upon the School district to obtain and retain documents from the vendor which clearly delineate the reasons that qualify the purchase to be made on a sole source basis. In order to do business with BHISD as a Sole Source Vendor, BHISD must receive a notarized Sole Source Affidavit along with proof of your company qualifying as a sole source.

Please mail this information to:

Barbers Hill Independent School
District Attn: Purchasing Coordinator
9600 Eagle Drive, P.O. Box 1108
Mont Belvieu, Texas 77523

BHISD reserves the right to decide if your company is a qualified Sole Source Vendor.

CONFLICT OF INTEREST (CIQ FORM) – MUST BE FILLED OUT AND ATTACHED TO RESPONSE

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

- a) If the vendor has an employment or other business relationship with a local government officer of BHISD or a family member of the officer that results in the officer or family member receiving taxable income, other than investing income, that exceeds \$2,500 during the 12

month period preceding the date that the officer becomes aware that a contract between the local government entity and vendor had been executed; or the local government entity is considering entering into a contract with the vendor.

- b) If the vendor has given a local government officer of BHISD, or a family member of the officer one or more gifts that have an aggregate value of \$100 in the 12-month period preceding the date the officer becomes aware that: A contract between the local government entity and vendor had been executed; or The local government entity is considering entering into a contract with the vendor.

INTERLOCAL COOPERATION ACT

It is the intent of BHISD to allow other governmental entities, including other School Districts, to “piggyback” onto any existing contract between BHISD and Vendor entered pursuant to this RFP.

Accordingly, as permitted under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, other governmental entities that have entered an Interlocal Agreement with BHISD are authorized to enter into separate and independent contracts with Vendor that employ the same negotiated terms and conditions contained in an existing contract(s) between BHISD and Vendor.

SCOPE & SPECIFICATIONS:

REQUEST FOR PROPOSAL DEFINED

BHISD is utilizing the Request for Proposal (RFP) method for the procurement of this service in accordance with Texas Education Code Section 44.031 Purchasing of Contracts, Item (3) Request for Proposals. For information regarding the RFP process, contact Amy Presley of the Purchasing Department at 281-576-2221. Interested vendors should respond to this RFP and submit responses to BHISD.

SCOPE OF SERVICES

This RFP is issued to provide Barbers Hill with an understanding of your company, its service offerings, prices, and recommendations in order for Barbers Hill to select the best fit vendor for a selection of our insurance broker services. Our goal is to implement a best-in-class insurance portfolio through a risk management broker that provides both quality and cost-competitive services. We will rely on the company’s experience to advise on the appropriate insurance types and coverage amounts, given our operations and business needs. The successful proposer shall also desire to form a strategic partnership wherein value-added consulting and advisory services will be provided to the district.

SPECIFICATIONS

It is the intention of BHISD to develop an agreement and thus strategic relationship with an insurance risk management services firm that includes brokerage.

ESTIMATED EXPENDITURES

The estimated total value of the contract is undetermined at this time.

SUBMISSION

To assist in the evaluation process, your Proposal response shall be submitted in the following order, with each section clearly identified:

Section I: Executive Summary

Section II: Responses to the RFP questions

Section III: Attachments

Section I: Executive Summary

The Responder shall provide an executive summary, briefly introducing their response, highlighting any specific areas that are considered of importance, and their commitment to Barbers Hill ISD to providing a product that will meet the District’s requirements.

Section II: Responses to RFP questions

PLEASE PROVIDE RESPONSES TO THE FOLLOWING QUESTIONS:

- a. Legal name and address of proposer’s company.

- b. Number of years proposer's company has been in business.
- c. What is your company Revenue?
- d. What is your premium volume with the insurance carriers?
- e. How many clients do you have?
- f. What is your client retention rate?
- g. How many employees do you have?
- h. Do you have an office(s) in Texas?
- i. Do you work with clients in Texas?
- j. Do you work with clients that are in the education sector?
- k. Legal form of company (partnership, corporation, joint venture, etc.). If joint venture or joint powers authority, identify the members and provide all information required within this section for each member. If a corporation, certify that the corporation is in good standing with the Secretary of State.
- l. If company is wholly-owned subsidiary of a "parent company," provide the legal name and form of the parent company.
- m. Number, size and location of offices.
- n. Is your organization an Agent or a Broker?
- o. Will you utilize another Broker to help secure insurance coverages on our behalf?
- p. Name, title, address, email address and telephone number of the person to contact concerning the proposal.
- q. Briefly describe the company's overall financial performance in recent years.
- r. Describe the company's capital structure, balance sheet position, and the short-term and long term funding for the company.
- s. Describe liquidity (current ratio, working capital, current assets), and ability to pay for current and future liabilities.
- t. Describe the current customer base and future customer acquisition plans.
- u. Do you have documented Crisis Management, Business Continuity and Disaster Recovery Plans and Policies? If yes, how often are these plans updated and tested?
- v. Are your business continuity and disaster recovery plans audited?
- w. How long would it take to restore services in the event that your workspace and / or data center is lost?
- x. What is the distance between your primary worksite and your recovery worksite?
- y. Does your organization have a written Information Security Program with formal policies and assigned security responsibilities including a dedicated Security Officer and Information Security Office?
- z. Do you perform vulnerability and penetration testing of your network perimeter and server OS?
- aa. Are you able to encrypt all PHI at-rest in your environment compliant with HIPAA guidelines as specified in the NIST Cryptographic Toolkit?
- bb. Has the Broker's organization, or any organization of which one of the Broker's officers or directors have been an officer or director ever been sued or indicted as a result of the failure to provide services or as a result of medical malpractice, within the last five (5) years?
- cc. Has Broker's organization, or any organization of which one or more of the Broker's officers or directors have been an officer or director, ever been sued over a denial of benefits on grounds of medical necessity by a member?
- dd. Have any of the Broker's officers or directors ever been convicted of, pled guilty to, or settled with a federal, state, or local government regarding a felony offense?
- ee. Has the Broker's organization, or any organization of which the Broker or more of the Broker's officers or directors have been an officer or director, ever been subject to disciplinary actions as a result of complaints or appeals over the last five (5) years?
- ff. Provide a team chart and bios of all team members that would work on our account.
- gg. What is your Marketing Approach?
- hh. Please provide your depth and expertise with claims.
- ii. Please provide your depth and expertise with loss control.
- jj. Please provide your depth and expertise with analytics and modeling.
- kk. What is your expertise with Cyber Liability?
- ll. Do you have attorneys on staff to assist in the event that we have a claim?
- mm. Can you assist with a Captive in the event that we wanted to do one in the future?
- nn. How do you propose to be compensated for your work?
- oo. Provide a sample time-line for our insurance renewals.

Section III: Attachments

Notice to Vendors
References
Form W-9
Felony Conviction Notice
SB9
Conflict of Interest Notice
Certification Regarding Terrorist Organizations
Certification Regarding Debarment
Form 1295
ACH

EVALUATION OF QUALIFICATIONS, NEGOTIATIONS, AND CONTRACT AWARD

THIS IS A REQUEST FOR PROPOSALS, and as such, an award will be made to the Responder(s) who is/are BEST QUALIFIED TO SERVE THE DISTRICT. The District shall rank the responses it deems to be in the best interest of the District through an evaluation process, subsequently negotiating terms and conditions for a contract arrangement.

BHISD reserves the right to negotiate a contract with any Responder.

The District anticipates notifying the Board of Trustees of its recommendation at their regularly scheduled board meeting in May 2023.

DESCRIPTION AND PURPOSE

Barbers Hill Independent School District (“BHISD” or the “District”) will engage with the qualified firm(s), hereby known as “Contractor”, in accordance with the instructions, terms and conditions, and requirements/specifications contained in the associated solicitation and the negotiated contract agreement..

TERM OF CONTRACT

The contract(s) is based upon Board notification of the selected Responder(s) and will begin after award by the Board of Trustees and will remain in effect throughout the one-year initial term and possible four renewal terms.

EVALUATION CRITERIA

The District will conduct a comprehensive, fair and impartial evaluation of all proposal received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness. Failure to comply with the instructions or to submit a complete proposal may deem a proposal non-responsive and may be eliminated from further evaluation at the discretion of the District.

FACTOR	POINTS
Quality of the Vendors Product <ul style="list-style-type: none">Based on reputation of product and reliability.	20
Ability to Meet District’s Needs <ul style="list-style-type: none">May include but is not limited to:<ul style="list-style-type: none">Vendor’s acceptance to District’s standard terms and conditions and special terms and conditions.Impact on District based on any Vendor’s stated exceptions or deviations from the District’s standard/special terms and conditions and requirements.	20
Price/Discount <ul style="list-style-type: none">Vendor(s) offering Best Value for products and/or services, “Value Added Services” receive full points. Deduction in points for vendor thereafter.	45
Past Relationship with District <ul style="list-style-type: none">Previous Business with District (5 points)No Previous Business with District (2 points)	5
Reputation	

• Reputation of vendor and vendors goods and services	10
TOTAL	100

AWARDS

Awards will be made to the successful vendor for the total line of products and services submitted. Awards will be based on the criteria set forth within this document. BHISD shall comply with the Texas Public Information Act in the event BHISD receives an open records request for information relating to responses submitted in response to this RFP.

COMPETITIVE RANGE

It may be necessary for BHISD to establish a competitive range of acceptable responses as part of the evaluation process. Responses not in the competitive range are unacceptable and do not receive further award consideration.

ESTIMATED QUANTITIES

BHISD makes no guarantee or commitment of any kind concerning quantities that will be purchased. BHISD makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation.

INSPECTION & ACCEPTANCE

Awarded vendor(s) shall deliver the goods or services procured on this contract to the BHISD Department issuing a Purchase Order. If delivery is not or cannot be made within proper time frame, the awarded vendor must receive authorization from the issuing BHISD Department for the delayed delivery. If defective or incorrect goods are delivered, BHISD may make the determination, in its sole discretion, to return the goods to the vendor at no cost to BHISD. The vendor agrees to pay all shipping and handling costs for any such return shipment. The vendor also shall be responsible for arranging the return of the defective or incorrect goods.

FORMATION OF CONTRACT

A response to this solicitation is an offer to contract with BHISD based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation. A solicitation/response does not become a contract unless and until it is accepted by BHISD after approval by the BHISD Board of Trustees.

NON EXCLUSIVE CONTRACT

Any contract resulting from this solicitation is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of BHISD. BHISD is free to have multiple contracts for the awarded goods and services and may initiate other procurement solicitations or purchasing activity with other vendors at any time, in BHISD's sole discretion.

PRICING

BHISD requires that the pricing submitted to be set for duration of the contract. BHISD may request the awarded vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders, on a per-purchase order basis. If discounts or quantity prices are offered by an awarded vendor, the vendor must also offer the same reductions in pricing to be available for orders of similar size.

ADDITIONAL NOTICES/REQUIREMENTS:

Proposer shall provide as a part of their Proposal at least three (3) school districts or business references where like services/supplies have been supplied by Proposer.

Any District Board member which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the District, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter.

By submitting a Proposal, each Proposer agrees to waive any claim it has or may have against the District, including its respective trustees, agents and employees arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of a contract.

Pursuant to Texas Government Code, Chapter 2252, Subchapter F, the District is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. Pursuant to Section 2270.002 of the Texas Government Code, the District is, or may be, prohibited from entering into a contract with a company for goods or services if that company boycotts Israel or boycotts Israel at any time during the term of the contract. By submitting a Proposal, the Proposer certifies to the District that it is not a listed company under Texas Government Code Sections 806.051, 807.051, or 2252.153 and that, as applicable, does not boycott Israel, and will not during the term of this contract, and the Offeror thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Proposal shall be null and void should facts arise leading the District to determine that the Proposer was a listed company at the time of this procurement or boycotts Israel.

Pursuant to Texas Government Code, Chapter 809 (effective September 1, 2021), the District is, or may be, prohibited from entering into a contract with a company for goods and services if that company boycotts energy companies or will boycott energy companies at any point during the term of the contract. By submitting a Proposal, the Proposer certifies that it does not boycott energy companies and will not do so during the term of this contract, and Proposer thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Proposal shall be null and void should facts arise leading the District to believe that the Proposer boycotted energy companies at the time of this procurement. Pursuant to Texas Government Code, Chapter 2274 (effective Sept. 1, 2021), the District is or may be prohibited from entering into a contract with a company for goods or services if that company discriminates against a firearm entity or a firearm trade association. By submitting a Proposal, the Proposer certifies that it does not discriminate against a firearm entity or a firearm trade association and will not during the term of this contract, and Offeror thereby voluntarily and knowingly acknowledges and agrees that any contract resulting from its Proposal shall be null and void should facts arise leading the District to determine that the Proposer discriminated against a firearm entity or a firearm trade association at the time of this procurement.

If the Proposer is awarded the Contract, the Proposer will, before any duties are performed on District's property where students are regularly present, and at least annually thereafter, obtain national criminal history record information that relates to an employee, applicant, agent, consultant, supplier and/or subcontractor if the person has or will have continuing duties related to the services to be provided, and the duties are or will be performed on District's property or at another location where students are regularly present. The criminal history records shall be obtained from the clearinghouse provided by § 411.0845 of the Texas Government Code. The Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee, agent or other person who was convicted or placed on deferred adjudication community supervision for an offense for which the person is required to register as a sex offender, or who has been convicted of a felony under Title V of the Texas Penal Code if the victim of the offense was under eighteen (18) years of age at the time the offense was committed or of an equivalent offense under federal law, Texas state law, or the laws of another state.

It shall be the responsibility of the Proposer and the entities with which the Proposer contracts to ensure compliance with this provision, including, but not limited to, required certification from subcontractors, if applicable. The Proposer shall certify to the District compliance with this provision and that none of Proposer's employees have a disqualifying criminal history. Proposer agrees that if it receives information that a covered employee is arrested for or convicted of any of the disqualifying criminal history offenses during the performance of this contract, the Proposer will immediately remove the covered employee from Owner's property or other locations where students are regularly present and promptly notify the District of this removal within one (1) days of doing so. Proposer understands that any failure to comply with the requirements of this section may be grounds for termination of the contract.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACT AND TERM.** In submitting a proposal, Proposer understands and agrees to the bound

by all Specifications, Terms and Conditions, and other provisions and requirements set forth in this Request for Proposal, all of which shall be incorporated into any future contracts, agreements or purchase relating to a proposal from the successful Proposer (sometimes hereinafter "Vendor") to BHISD.

2. **SPECIFICATIONS.** Specifications as shown in this RFP are minimum requirements. The District may define an article by describing a proprietary product or by using a name of a manufacturer which the District knows meets minimum standards. If not shown on the specifications, "or equal" submittals are acceptable. Samples may be required of alternate products. The District shall have sole discretion in determining suitability of alternate bid items.

3. **PRICING.** The District shall have the right to purchase items shown on this bid for lower cost if made available through a sale or "special offer" made to the general purchasing community. Pricing shall be firm for purchases during the contract period but in no case less than ninety (90) days from acceptance of bid.

4. **ADDITIONAL WARRANTIES.** All equipment provided under this Contract is warranted as fit for the purpose for which it was intended. All services performed, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type Proposal.

5. **CANCELLATION.** District shall have the right to cancel for default all or any part of the undelivered portion of this order if Vendor breaches any of the terms hereof including warranties of Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

6. **NON-PERFORMANCE.** Whenever, in the opinion of the District, the equipment or services are neglected by the Vendor, the District may request to have the Vendor bring additional labor, materials, and supplies into the work. If the Contractor fails to correct the unsatisfactory condition(s) within five (5) working days, the Vendor shall be advised of so in writing. The District shall have no obligation to give the Vendor more than two (2) notices of unsatisfactory performance during the contract period; and, should the Vendor again fail to perform the services pursuant to the contract, the District may declare the contract in default, terminate the contract, and contract with another. The right to declare the contract in default in no way limits District's right to terminate the contract for convenience or cause.

7. **INVOICES AND PAYMENTS.**

a. The successful Proposer (Vendor) shall submit itemized invoices that reflect the Contract Number and the Purchase Order Number as provided by the District Business Office.

b. Federal and state taxes should not be included. Tax exemption certificates will be provided upon request.

c. Payment shall not be due until the above instruments are submitted after delivery and acceptance or services rendered. Mail invoices to Accounts Payable, PO Box 1108 Mont Belvieu, TX 77580.

d. Payments will be made to vendor via ACH. Form to be completed with submission of RFP.

e. Vendor shall keep the Accounts Payable Department advised of any changes in its remittance addresses.

8. **GUARANTEE/WARRANTY AGAINST DEFECTIVE EQUIPMENT.** All equipment provided to District shall be guaranteed against defects for a minimum of 1 year from delivery date and shall carry standard manufacturer warranty. Replacements under guarantee/warranty shall be at no cost to the District. The

minimum guarantee for supplies and equipment is 90 days or the standard commercial warranty, whichever is greater.

9. **RIGHT TO ASSURANCE.** Whenever one party of this contract in good faith has reason to question the other party's intent to perform, the party may demand that the other party give written assurance of its business intent to perform. In the event that a 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.

10. **REMEDIES FOR NON-PERFORMANCE/CONFORMANCE.** If at any time the Vendor fails to fulfill or abide by the terms, conditions, or specifications of the contract, BHISD reserves the right to: purchase on the open market and charge the Vendor the difference between contract and actual purchase price (cover), or deduct such charges from existing invoice totals due at the time, or cancel the contract within thirty (30) days written notification of intent.

11. **INDEPENDENT CONTRACTOR RELATIONSHIP.** Nothing herein shall be construed as creating an employer-employee relationship between the District and Vendor or between the District and Vendor's employees. The District shall not be subject to any obligations or liabilities of the Vendor or its employees incurred in the performance of the contract unless otherwise herein specifically authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for District employees nor be covered by the District's Worker's Compensation Program.

12. **GRATUITIES.** The District may, by written notice to the Vendor, cancel this contract without liability to the District if it is determined by the District 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 officer or employee of BHISD with a view toward securing this or any contract or favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event the District pursuant to this provision cancels this contract, the District shall be entitled to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.

13. **TERMINATION.** Whenever BHISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting contract award for the District's convenience. Such termination shall be effective thirty (30) days after the District delivers written notice of such termination for convenience to the Proposer/Vendor. Upon receipt of such notice from the District, Proposer/Vendor shall not thereafter incur, and BHISD shall have no liability for, any costs under this Proposal that are not necessary for actual performance of the Proposal between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, BHISD shall have no liability to Vendor for lost or anticipated profit resulting there from.

13. **NON-APPROPRIATION OF FUNDS.** The BHISD may terminate any resulting award for this proposal with thirty (30) calendar days notice, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in the next fiscal year for obligations herein provided. **Multi-term agreements are subject to review, ratification, or renewal by the Board of Trustees at the end of each term.**

14. **DEFAULT AND REMEDIES.** The Vendor shall be considered in default of this proposal, and such default shall be grounds for the District to terminate any resulting award for this proposal and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under its proposal and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of the proposal under this paragraph be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience.

15. **FORCE MAJEURE.** If for any reason by force majeure either party hereto shall be rendered unable

wholly or in part to carry out its obligation under this contract, then such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon; and the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term “Force Majeure” as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty (30) days after the event or cause relied upon, then upon written notice after the thirty days the District reserves the right to cancel this contract without any further liability.

16. **INDEMNIFICATION.** Vendor shall indemnify, defend, and hold harmless the District, its officers, agents and employees from and against any and all loss, cost, damage, expense, and claims, including attorney’s fees and liability of any kind for any acts or omission of Vendor, its officers, agents, or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage, expense, or cost.

17. **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 from an authorized representative of the federal, state or local government.

18. **ASSIGNMENT - DELEGATION.** No right or interest in this contract shall be assigned or delegated by the Proposer/Vendor without the written permission of the District. Any attempted assignment or delegation by the Proposer/Vendor shall be wholly void and ineffective for all purposes unless made in conformity with this paragraph.

19. **WAIVER.** A waiver or renunciation of the claim or right can discharge no claim or right arising out of a breach of this contract in whole or in part unless the waiver of renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **MODIFICATION.** This contract may be modified only by a written agreement signed by both parties or their duly authorized agents.

21. **INTERPRETATION.** This contract is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in 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 performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. **APPLICABLE LAW.** The laws of the State of Texas shall govern this contract.

23. VENUE. Both parties agree that venue for any litigation arising from this contract shall lie in Chambers County, Texas.

24. DISPUTE RESOLUTION. The District and Vendor shall, as a condition precedent to filing any lawsuit arising from performance of this Agreement, endeavor to resolve all claims, disputes, and other matters in question between them by mediation.

- a. Request for mediation shall be in writing, and shall request that the mediation commence not less than 30 or more than 90 days following the date of the request, except upon agreement of both parties.
- b. In the event the District and the Vendor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within 30 days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- c. At all times during the course of any dispute resolution process, the Vendor shall continue diligently and without delay to perform the services and obligations of the Agreement, unless otherwise requested by District.

25. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS. The District requires compliance with executive order 11246, entitled Equal Employment Opportunity as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

26. CONFIDENTIAL/PROPRIETARY INFORMATION TO BE MARKED. Any portion of the proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

27. RETENTION OF AND ACCESS TO RECORDS. Vendor shall retain any books, documents, papers, and records that are directly pertinent to the contract. Vendor shall make the said materials available for audit, examination, excerpt, and transcription to the District, sub-grantee, or grantee of funds, or their authorized representatives, for a period of seven (7) years following termination of the contract.

28. INSURANCE: Awarded vendor represents and agrees that it shall provide and maintain certain insurance requirements as required by BHISD, including but not limited to, professional liability, general liability, automobile liability, and worker's compensation insurance in amounts that are satisfactory to BHISD. Upon contract award, awarded Vendor(s) shall provide to Barbers Hill ISD original certificates of insurance indicating proof of any such required insurance. All such policies of insurance shall contain a provision that they shall not be cancelled or altered, nor the amount of coverage reduced, until at least thirty (30) days after notice of such cancellation, alteration, or reduction has been delivered to the District.

Certificates of Insurance and/or notices regarding a cancellation, alteration, or reduction in limits shall be submitted to the District, as follows:

Barbers Hill ISD
Attn: Finance Department
PO Box 1108
Mont Belvieu, Texas 77580

29. DELIVERY. Delivery, handling, freight, installation, setting in place, removal of all associated debris

from the school and other charges are to be included in the per-unit bid pricing. Inside delivery must be assumed unless otherwise stated in the Proposal Form. The District has no personnel or loading docks at campus locations. Shipper must adequately provide for inside delivery. If items are damaged in shipping, the vendor must replace all items within 5 days unless special circumstances require additional time. The vendor shall handle all damage claims. The District assumes no liability for goods delivered in a damaged condition.

30. RETURNS. The successful Proposer at no cost to the District shall exchange damaged or incorrectly shipped goods. Exchanges are to be handled as quickly as possible. Items not picked up within one (1) week after proper notification will become a donation to the District for disposition. The successful Proposer guarantees that the District may return any and/or all new and unused items purchased within ten (10) days after delivery for full credit.

31. SHIPMENT. Orders shall be shipped or delivered in containers suitable for damage-free shipment and storage to the location indicated on the District purchase order. All shipments must be accompanied by a packing slip or documents showing: Vendor name and address, Delivery Address, Purchase Order Number, and Itemized List of Contents.

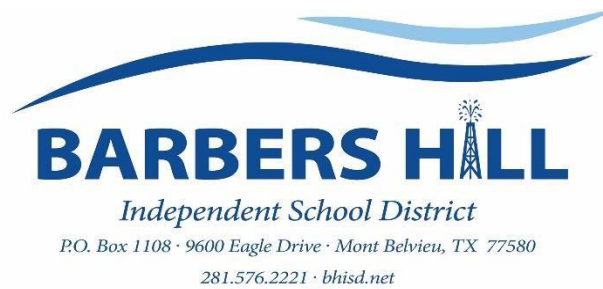
32. ORDERS. The District shall issue purchase orders for requisitions on an “as needed” basis. If possible, the District may choose to send orders to successful bidders via facsimile transmission. Orders must be separately packaged by order number for delivery. Substitutions may be made only with permission of the requisitioning office or department. The District cannot/will not be responsible for orders delivered without a valid purchase order.

33. FELONY CONVICTION NOTICE. Must be signed in connection with work under any contract and made a part of any contract offer. Misrepresentation of conviction will result in contract termination.

34. DISCLOSURE OF INTERESTED PARTIES. A successful Proposer shall provide a notarized Form 1295 before any award of contract by the BHISD Board of Trustees.

35. TITLE/RISK OF LOSS. The title and risk of loss of the goods shall not pass to District until District actually receives and takes possession of the goods at the point or points of delivery.

36. SAFETY WARRANTY. Proposer warrants that the product sold to District shall conform to the standards promulgated by the Department of Labor under the Occupational Safety and Health Act (OSHA) 1970. In the event the product does not conform to OSHA standards, District may return the product for correction or replacement at the Proposer's expense. In the event Proposer fails to make the appropriate correction within 10 days, correction made by the District will be at Proposer's expense.



Notice to Vendors:

It is the goal of Barbers Hill ISD to procure the goods and services necessary to complete the educational process in accordance with all policies and procedures of our District, the Texas Education Agency, and the State of Texas.

Barbers Hill ISD requires that you complete the enclosed forms so that your company may be included on our approved vendor list. Barbers Hill ISD cannot purchase from your company until the Vendor Application is completed and returned, along with the completed Form W-9, Conflict of Interest Questionnaire, and Felony Conviction Notification, and other forms as applicable.

Vendors must accept purchase orders for all purchases. The District will not be responsible for payment for goods or services that are provided to Barbers Hill ISD staff without an approved purchase order issued by the Business Department.

All invoices must reflect the purchase order number and must be mailed, faxed or emailed to Barbers Hill Accounts Payable Department (mailing address, fax and email provided below).

All payments are net 30 days after receipt of the goods and/or services.

It shall be the responsibility of the vendor doing business with Barbers Hill ISD to inform the District of any changes such as W-9 (EIN), name, address, phone or fax number, email, etc. The District will provide a Vendor Information Update packet annually that will need to be returned to the Business Office. The updated information will help prevent any payment delays.

To increase efficiency and effectiveness, the District is a member of numerous purchasing cooperatives. A list of these purchasing cooperatives is posted below.

- Buyboard
- Harris County Department of Education
- Interlocal Purchasing Systems (TIPS)
- Region IV - Texas Co-Op Purchasing Network (TCPN)
- Region V - Southeast Texas Purchasing Co-Op
- Region VI – EPIC6
- Region XIX - Allied States Co-Op
- Region 20 – PACE
- New Caney ISD Food Purchasing Co-Op
- Sourcewell
- US General Services Admin (GSA)
- State of Texas Purchasing Co-Op (TX Smart Buy)
- TASB Energy Co-Op
- TASB Risk Management Fund
- Texas Comptroller of Public Accounts (TXMAS)
- Texas Building & Procurement Commission Federal Surplus Program

- OMNIA Partners/US Communities
- Region 16 Statewide Cooperative Purchasing Program (TexBuy)
- 1Governmental Procurement Alliance (1GPA)
- Central Texas Purchasing Alliance

Please forward all completed paperwork to: Barbers Hill ISD, Attn: Accounts Payable, PO Box 1108, Mont Belvieu, TX 77580, via fax to 281-576-5879, or email to accountspayable@bhisd.net.

Barbers Hill Independent School District

Vendor Application Form

Instructions:

1. The application form should be completed and signed by an authorized representative of the vendor.
2. The application should be submitted with all supporting documents, including but not limited to:
 - a. W-9 Form
 - b. Conflict of Interest Questionnaire (CIQ)
 - c. Vendor Certifications (when using Federal Funds)
 - d. Felony Conviction Notice
 - e. Certification Regarding Terrorist Organizations and Boycott of Israel
 - f. ACH Form
 - g. Certification of Criminal History Record Information (if working directly with students)

Notice to Prospective Vendors:

1. Vendors must accept purchase orders for all purchases. **The district will not be responsible for payment for goods or services that are provided to Barbers Hill ISD staff without an approved purchase order issued by the Business Department.**
2. All invoices must reflect the purchase order number and must be mailed, faxed or emailed to Barbers Hill ISD Accounts Payable Department (mailing address, fax number and email address are noted below).
3. All payments are net 30 days after receipt of the goods and/or services.

*Indicates Required Field

_____ or _____

*Federal Employer Identification Number

*Social Security Number (if individual)

*Name/Business Name: _____

*Mailing Address: _____

*Telephone: _____ Fax: _____

Remittance Address (if different): _____

SALES CONTACT

Representative: _____

Email Address: _____

Phone: _____

ACCOUNTS RECEIVABLE CONTACT

Representative: _____

Email Address: _____

Phone: _____

BID NOTIFICATION CONTACT

Email Address: _____

Phone: _____

Fax Number: _____

PURCHASE ORDER CONTACT

Email Address: _____

Phone: _____

Fax Number: _____

Types of Goods or Services: _____ Company Website (if available): _____

***Please list any and all purchasing cooperatives that you/company have been awarded contracts from:**

I hereby certify that the above information is true and correct and I am an authorized representative of this vendor.

Vendor Authorized Representative (Print Name)	Title
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Vendor Authorized Representative (Signature)	Date
--	------

Forward completed application to BHISD Attn: Receptionist, PO Box 1108, Mont Belvieu, TX 77580, via fax to (281)576-5879, or via email to accountspayable@bhisd.net

<u>OFFICE USE ONLY</u>		
Vendor Key: _____	Date Entered: _____	Entered by: _____
1099 Vendor: Y or N Type: _____	Fingerprint: Y or N Dte of Results: _____	TIN-Matching Date Verified: _____
Debarment Verified, if applicable: Y or N Date: _____ License Verified, if applicable: Y or N Date: _____		

BARBERS HILL INDEPENDENT SCHOOL DISTRICT

9600 Eagle Drive, Mont Belvieu, TX 77523

www.BHISD.net

References

Please provide a list of five (5) references of Texas School Districts that you perform similar services. References will include contact name and telephone number. Proposals submitted without five references may be disqualified from consideration.

1. School _____ Phone Number (____)_____

Contact Name _____ Title _____

2. School _____ Phone Number (____)_____

Contact Name _____ Title _____

3. School _____ Phone Number (____)_____

Contact Name _____ Title _____

4. School _____ Phone Number (____)_____

Contact Name _____ Title _____

5. School _____ Phone Number (____)_____

Contact Name _____ Title _____

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	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 of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <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.) 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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

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

Barbers Hill ISD**FELONY CONVICTION NOTICE**

Statutory citation covering notification of criminal history of vendor is found in the Texas Education Code §44.034.

Felony Conviction Notification

Texas Education Code §44.034, Notification of Criminal History, Subsection (a), states “ a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “ a school district may terminate a contract with a person or business entity failed to give notice as required by subsection (a) or misrepresented the conduct resulting in the conviction. The school 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.

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 (Printed): _____

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

Signature of Company Official

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

Signature of Company Official

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

Name of Felon (s): _____

Details of Conviction(s): _____

Signature of Company Official

Contractor Criminal Background SB9 Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history records on covered employees. Covered employees with disqualifying convictions are prohibited from serving at a school district. Contractors must certify to the district that they have complied and must obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor should contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474. The district has no input to, or control of the DPS process.

Definitions: Covered Employee: Employees of a contractor who have or will have *continuing duties* related to the service to be performed at the District, and have or will have *direct contact* with students. The District will be the final arbiter of what constitutes continuing duties or direct contact with students.

Disqualifying criminal history: (1) a conviction or other criminal history information designated by the District; or (2) one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penalty Code; (b) an offense for which the defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I, the undersigned authorized signatory for Contractor certify to Barbers Hill ISD ("District") that [Check one]:

[] None of Contractor's employees are *covered employees*, as defined above. I further certify that Contractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

Or

[] Some or all of Contractor's employees are *covered employees*. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within three (3) business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

I also certify to the District on behalf of Contractor that Contractor has obtained certifications from its subcontractors of compliance with Education Code, Chapter 22.

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

Submitter's Signature: _____ Date: _____

Submitter's Name & Title: _____ Company Name: _____

Telephone # () _____ 800- _____ Fax No. _____

Email Address: _____

Mailing Address: _____

City, State, & Zip: _____

This form is required to be completed and signed; however, only the successful Proposers will be required to comply with requirement set forth in Act of May 28, 2007, 80th Leg., R.S., S.B. 9, § 30. All related costs including background checks/fingerprinting shall be at the contractor's expense.

CONFLICT OF INTEREST NOTICE

Barbers Hill Independent School District

Notice to Vendors

Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Under Chapter 176 of Texas Local Government Code, a person or entity who contracts or seeks to contract with a school district for the sale or purchase of property, goods, or services (as well as agents of such persons) is required to file a Conflict of Interest Questionnaire with the district's Records Administrator (in this case, the BHISD Business Office). Each covered person or entity who seeks to or who contracts with BHISD is responsible for complying with any applicable disclosure requirements. BHISD will post the required completed questionnaires on its website.

The Local Government Officers of Barbers Hill Independent School District are:

Barbers Hill ISD Board of Trustees

George Barrera, President
Fred Skinner, Vice President
Cynthia Erwin, Secretary
Benny May, Member
Eric Davis, Member
Clint Pipes, Member
Becky Tice, Member

District Leadership

Dr. Greg Poole, Superintendent
Sandra Duree, Deputy Superintendent
Rebecca McManus, Asst. Superintendent of Finance
Barbara Ponder, Asst. Superintendent of Personnel
Stan Frazier, Asst. Superintendent of Planning & Operations
Sue Garcia, Asst. Superintendent of Special Services
Chelsea McDaniel, Business Manager
Natasha Holden, Asst. Director of Curriculum and Adv. Academics
Tom Westerberg, Athletic Director
Kenny Widner, Police Chief
Becky Johnson, Director of Operations
Kristen Davis, Director of Technology
Susan LeBlanc, Director of School Nutrition
Jami Navarre, Director of Community Relations
Dr. Linda Gerhart, Coordinator of State & Federal Programs
Rick Kana, Principal, High School
Lance Murphy, Principal, Middle School North
Chloe Yowell, Principal, Middle School South
Stephanie Martin, Principal, Elementary School North
Melissa Barrington, Principal, Elementary School South
Lisa Watkins, Principal, Early Childhood Center
Daniel Andrews, Principal, DAEP
Kevin Stone, Director of Band
Colleen Goundrey, Coordinator of Health Services
Lori May, Coordinator of Student Safety Services

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

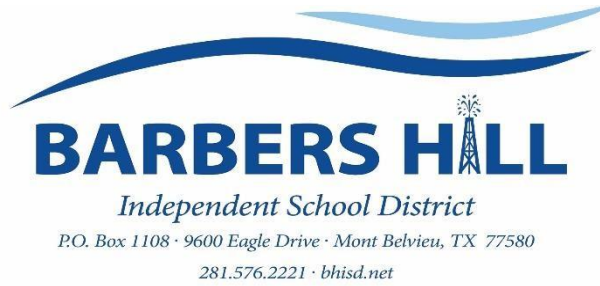
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

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

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

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



Certification Regarding Terrorist Organizations

Certification Regarding Terrorist Organizations. Pursuant to Sections 2252.151-.154 of the Texas Government Code, the Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Vendor's Business Name (as shown on Form W-9):

Printed Name of Authorized Representative:

Title of Authorized Representative:

Signature of Authorized Representative:

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- ☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- ☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Vendor ID No. or Social Security No.	HHSC Contract No. (if applicable)
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Printed/Typed Name and Title of Authorized Representative

Signature of Authorize Representative

Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between HHSC or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000) under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by the HHSC or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with 45 CFR Part 76 (or comparable federal regulations) to exclude a person from participating in covered contracts. A person so excluded is "debarred".

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person's eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by the HHSC or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with 45 CFR Part 76 (or comparable federal regulations) that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

****NOTICE ****

Here at Barbers Hill ISD as in all other districts, we are now required to adhere to the State's new regulations regarding disclosures.

In accordance with the new Purchasing guidelines as set forth by the state, Barbers Hill ISD in compliance with State regulations must have a new form filled out by our vendors. Below is the link where new vendors must go to fill out the form and print it out upon completion. Once completed and printed, the form must be notarized and returned to BHISD. The District, in turn, will file the original copy with the State in order to complete the filing. The new form is separate of the Conflict of Interest questionnaire that is currently required. This new Form 1295 will be in addition to this, it will not replace it.

Filing application is at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

FAQS are at:

https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

1. Vendor shall use the application to enter the information on the form and print a copy of the form with the certificate of filing (that has a unique certification number);
2. After the vendor submits the form to the District, the District uses the application to notify the Ethics Commission of the receipt of the filed Form 1295 and certification of filing not later than the **30th** day after the date the contract binds all parties to the contract. The District needs the unique certificate number to use the application to acknowledge the receipt of Form 1295.

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there are no interested parties. ☐

6 UNSWORN DECLARATION

My name is _____ and my date of birth is _____

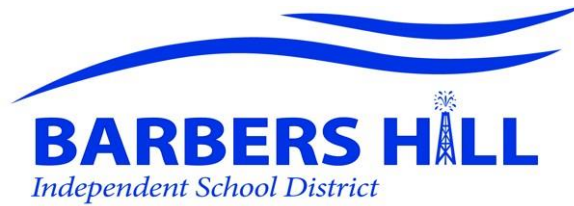
My address _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



Barbers Hill ISD is now offering payment by ACH direct deposit to all Accounts Payable vendors. Payments by ACH are deposited directly into your bank account. A notification of the upcoming deposit is sent by email with the same memo information that would appear on a check stub. If you would like your payment to be made by Electronic Funds Transfer through ACH, please complete the form below, sign, and return to the Accounts Payable department by email at accountspayable@bhisd.net or by mail at P.O. Box 1108 Mont Belvieu, TX 77580.

ACH VENDOR DIRECT DEPOSIT FORM

Vendor Information: TIN/EIN or SS# _____

Vendor Name: _____

Remittance Address: _____

Remittance City: _____ State: _____ Zip Code: _____

Contact Name: _____ Phone #: _____

E-Mail Address: _____
(ACH Deposit notifications will be sent to this Email address)

Banking Information:

Vendor's Bank Name: _____

Bank Address: _____

Bank's City: _____ State: _____ Zip Code: _____

Bank Contact Name: _____ Phone #: (_____) _____

ABA Routing #: _____ Account #: _____

Account Type: **(Please check only one)** - Checking _____ Savings _____
(Please check only one) - Business _____ Personal _____

Vendor's Authorization:

Please sign below to confirm that you are authorizing Barbers Hill ISD to deposit payments for your invoices into the account mentioned above.

Signature Date

Printed Name Title Phone No.