

REQUEST FOR QUALIFICATIONS
Professional Services

Tomball Independent School District

To include services for:
Facility Planning, Programming, Design, and Construction Administration

**Request for Qualifications
Professional Services
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**Request for Qualifications
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I. NOTICE TO INTERESTED PROFESSIONAL FIRMS

The Tomball Independent School District (District) is receiving Request for Qualifications (RFQ) for Professional Services, for Architects.

RFQ responses are requested from qualified firms in an effort to assist the District in selecting a firm / or firm(s) to provide services which may include but not be limited to the following:

- Architectural services

The District reserves the right to adjust the Scope of Services and completion schedule for services based on District budget and current District needs.

Each respondent will be asked to complete a Summary of Information/Qualifications, which illustrates the firm's general information, experience, financial information, available services, philosophy, personnel and references. (Attachment "A") A Selection Committee of the District's Administrators will evaluate this information. This committee may then select a firm / or firm(s) to be interviewed by the Selection Committee.

Your RFQ response should be bound in a 3-ring binder (8.5x11 page size), following the same order as Attachment "A" with tabs for each section. Three (3) copies of the binder must be included in the respondent's submission. One must be clearly identified on the cover as "ORIGINAL;" all submittals shall become the property of the District and will not be returned.

Any RFQ received later than the specified time, whether delivered in person or mailed, shall be disqualified.

The RFQ may be withdrawn or revised prior to the scheduled time for opening, provided that the request for such withdrawal is received in writing before the time set for opening.

The District reserves the right to hold all RFQ's for ninety (90) days from the receipt date without action, to reject any/or all RFQ's, to accept any RFQ or any combination of RFQ's, and to waive any informalities as deemed necessary to best serve the goals and objectives of the District.

All materials produced will be used by the District to communicate facility needs to District staff and the citizens of the District's Communities.

Responses to this invitation may be subject to release as public information unless the response or specific parts of the responses are exempted from public disclosure under the Public Information Act.

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Firms responding to the RFQ shall be responsible for all costs incurred in the preparation of their submission and participation in the evaluation process. There is no expressed or implied obligation by the District to reimburse any individual or firm for any costs incurred in preparing or submitting qualifications, for providing additional information when requested by the District, for participating in any selection demonstration/interviews, or contract negotiations.

II. CRITICAL DATES

RUN ADVERTISEMENT:

On March 30th and April 13th 2013

RFQ INSTRUCTION PACKET RELEASED BY TOMBALL ISD:

855-13

RFQ QUESTIONS & CLARIFICATIONS:

Received in writing no later than April 16th, 2013 to:

Gary Hutton

Director of Construction

1110 Baker Drive

Tomball, Texas 77375

GaryHutton@tomballisd.net

RFQ DUE DATE:

April 19th, 2013 - 11:00 AM CST

EVALUATION AND INTERVIEW TIME LINE: If Necessary

Target – April 22nd thru April 26th, 2013

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III. GENERAL SCOPE OF SERVICES

A. All phases of Facility Planning, Programming, Design, and Construction Administration

Firms may be selected to provide professional services for specific facility projects, which may include, but are not limited to:

- Civil Engineering
- Structural Engineering
- MEP Engineering
- Facility Planning,
- Programming
- Design
- Construction Administration
- Energy Modeling
- Project Close Out & Warranty
- Energy Efficiency Data Tracking and Evaluation
- HVAC Test and Balancing

IV. SELECTION PROCESS

A Selection Committee of the District's Administrative staff will review submitted RFQ's. The committee will select a short list of respondents who may be interviewed by the Selection Committee. Additional information may be requested from firms selected to the short list.

ARCHITECTURAL FIRMS WHO ARE SHORTLISTED MAY BE ASKED TO PROVIDE PORTOLIOS OF PROJECTS. ONLY SHORTLISTED ARCHITECTURAL FIRMS WILL BE ASKED TO CONDUCT BUIDLING TOURS WITH TISD PERSONEL IF REQUIRED BY THE SELECTION COMMITY.

The Selection Committee will submit recommendations for finalists to the Superintendent and Board of Trustees. The Selection Committee will make a selection based on the evaluation of the firm's qualifications and or presentations.

Based on each firm's qualifications and the District's needs and funding, the District may negotiate a contract for individual projects with one of the selected Architectural firms. If the District is unable to reach a contract agreement with a selected firm, the District will terminate discussions and proceed to the next firm deemed most appropriate. All contract revisions and approvals are subject to approval by the District's legal counsel and the District's Board of Trustees.

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NO DISCUSSION OF FEES WILL OCCURE PRIOR TO THE INDIVIDUAL FIRM'S APPROVAL
BY THE BOARD OF TRUSTEES

ALL COMMUNICATION WITH TISD WILL BE IN WRITING OR VIA E-MAIL.

Contact:

Gary Hutton

Director of Construction

Tomball ISD

1110 Baker Drive, Tomball, Texas 77386

E-mail: GaryHutton@tomballisd.net

CLARIFICATIONS TO THIS DOCUMENT WILL BE SENT AS AN ADDENDUM.

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ATTACHMENT A

QUALIFICATION STATEMENT FOR PROFESSIONAL SERVICES

1. FIRM GENERAL INFORMATION (Tab 1)

Date _____
Firm _____
Address _____
City _____

RFQ Contact Person (2) – Limited to two persons per firm/application:

Name _____
Title _____
Telephone _____ Fax _____
Internet/Email Address _____
Title Texas Registration Number _____

Name _____
Title _____
Telephone _____ Fax _____
Internet/Email Address _____
Title Texas Registration Number _____

Type of Organization:

_____ Sole Proprietorship (Individual)	_____ Partnership
_____ Professional Corporation	_____ Corporation
_____ Joint Venture	_____ Other

Year present firm established _____
Name of parent company, if any _____
Address _____
List of principals of firm _____

Former company name(s), if any, and year(s) established:

Name _____	Year _____
Name _____	Year _____
Name _____	Year _____

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Number of employees in firm _____

Total of employees in firm (Houston office locations) _____

Engineers _____ Architects _____ Field Observation _____

Technicians _____ Administration _____ Other (specify) _____

2. PROJECT TEAM (Tab 2)

- a. Provide a team organization chart that you would propose to utilize for working on Tomball Independent School District projects, including back-up personnel along with preferred consultants.
- b. Provide resumes and references for each member of the team proposed.
- c. Will construction administration on Tomball Independent School District project(s) be performed with staff that was involved in the design and production of the contract documents?
- d. Describe the involvement of a firm's principal in this project and their extent of involvement.
- e. Provide the firm's current workload 2013 through 2018 (expressed by the number of projects, their budget, and the current phase they are in). For firms that have multiple office locations, please provide information on the local office that would manage and provide professional services to this District.

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3. PROFESSIONAL SERVICES – PROJECT CONSULTANTS (Tab 3)

Please check all services provided by your firm:

	Self-Perform	Outsource
<input type="checkbox"/> Phase 1 Environmental Study	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Phase 2 Environmental Study	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Wetlands Studies	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Land Surveying	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Civil Engineering	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Building Programming	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Building Design	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Asbestos Surveys	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Food Service Design	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lighting Design	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Low-Voltage Systems	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Technology	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Structural Engineering	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Mechanical Engineering	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Electrical Engineering	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Plumbing Design and Engineering	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Lighting Design	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Low-Voltage Systems	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Traffic Studies	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Technology	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other _____	<input type="checkbox"/>	<input type="checkbox"/>

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List names of proposed consultants outsourced by your firm that you propose to use for any project(s) performed in Tomball Independent School District. Consultant qualification information is not required as part of the submission requirements. This information may be requested for interviews conducted with “short list” respondents.

4. PROFESSIONAL LIABILITY INSURANCE (Tab 4)

Describe limits per project _____
Describe limits in aggregate _____
Describe deductible _____
Have you had claims asserted against you within the last five years? _____
If yes, provide details of each claim. _____

5. EDUCATIONAL CLIENT REFERENCES (Tab 5)

Please list five clients that your firm has worked for that would be representative of your firm’s services and accomplishments within the last 10 years.

District _____
Contact Person/Title _____
Owner Contact Information _____
Phone _____ Fax _____ e-mail _____
Services Provided _____
Year Services Performed _____

District _____
Contact Person/Title _____
Owner Contact Information _____
Phone _____ Fax _____ e-mail _____
Services Provided _____
Year Services Performed _____

District _____
Contact Person/Title _____
Owner Contact Information _____
Phone _____ Fax _____ e-mail _____
Services Provided _____
Year Services Performed _____

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District _____
Contact Person/Title _____
Owner Contact Information _____
Phone _____ Fax _____ e-mail _____
Services Provided _____
Year Services Performed _____

District _____
Contact Person/Title _____
Owner Contact Information _____
Phone _____ Fax _____ e-mail _____
Services Provided _____
Year Services Performed _____

6. DELIVERY OF SERVICES (Tab 6)

As a separate attachment, respondents should provide printed materials or media examples of Projects. Summarize services provided and describe the manner and the process in which the firm will work with the District to accomplish the districts goals. (PLEASE INDICATE N/A IF THIS IS NOT PERTINENT TO YOUR SCOPE OF SERVICE) Please limit responses to 100 words or less.

Provide description and answers for the following:

- a. Describe the firm's culture, vision, and design philosophy.
- b. Describe the firm's organization and project management philosophy.
- c. Describe the firm's quality control program during the design services.
- d. Describe the firm's process for document coordination with other design consulting disciplines and engineers.
- e. How does the firm handle its errors and omissions? Provide an example.
- f. Provide a history of the firm's accuracy in providing project budgets.
- g. Does the firm create its own Project Manuals/Specifications or is this service contracted out?
- h. Does the firm have history of producing school district specific master specifications?

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- i. Describe the firm's philosophy regarding value engineering.
- j. Describe the firm's support and role for helping assure on time project occupancy.
- k. Describe the firm's policies for on-site inspections during project construction.
- l. How does the firm handle warranty issues?
- m. Identify the firm's most successful project and why.
- n. Identify the firm's most unsuccessful project and why.
- o. List the firm's experience with the Competitive Sealed Proposal (CSP) and the Construction Manager @ Risk (CM@Risk) project delivery systems.

7. PORTFOLIO OF PROJECTS

A. NEW EDUCATIONAL FACILITIES (*Tab 7a*)

Provide a list of at least five projects (at least one each of Elementary {K-4th Grade}, Intermediate {5th and 6th Grade} and Junior High School 6th - 8th Grades) that were completed or substantially completed within the past five years. Providing *Tab 7* information constitutes the respondent's invitation for Tomball Independent School District to contact the person listed. (Images and or Plans can be on separate sheets not more than 4 total sheets per project. Sheets should be one-sided only to ease reproduction)

The list shall include, in this order, one project per letter-sized page:

- 1. Name of project.
- 2. Name of owner.
- 3. Mailing address of owner.
- 4. Owner's contact person.
- 5. Telephone number and e-mail address of owner.
- 6. Description of project including capacity and Grade group Alignment.
- 7. Size in square footage of project and square feet per student.
- 8. Name of project architect/manager.
- 9. Name, address, and telephone number of general contractor/project manager.
- 10. Special energy conservation or design features.
- 11. Documented energy consumption statistics for project if available to include kWh/sq. ft. and kBtu/sq. ft.

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B. RENOVATED AND EXPANDED EDUCATIONAL FACILITIES (*Tab 7b*)

Provide a list of at least five projects (at least one each of Elementary {K-4th Grade} and Intermediate {5th and 6th Grade}) that were completed or substantially completed within the past five years. Providing *Tab 7* information constitutes the respondent's invitation for Tomball Independent School District to contact the person listed. (Images and or Plans can be on separate sheets not more than 4 total sheets per project. Sheets should be one-sided only to ease reproduction)

The list shall include, in this order, one project per letter-sized page:

1. Name of project.
2. Name of owner.
3. Mailing address of owner.
4. Owner's contact person.
5. Telephone number and e-mail address of owner.
6. Description of project including capacity and Grade group Alignment.
7. Size in square footage of project and square feet per student.
8. Name of project architect/manager.
9. Name, address, and telephone number of general contractor/project manager.
10. Special energy conservation or design features.
11. Documented energy consumption statistics for project if available to include kWh/sq. ft. and kBtu/sq. ft.

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C. NON-INSTRUCTIONAL EDUCATIONAL FACILITIES (Tab 7c)

Provide a list of several most recent non-instructional school projects on which your firm has provided professional services. Provide detail information similar to the list in 7.A. as appropriate. (Images and or Plans can be on separate sheets not more than 4 total sheets per project. Sheets should be one-sided only to ease reproduction)

The list shall include, in this order, one project per letter-sized page:

12. Name of project.
13. Name of owner.
14. Mailing address of owner.
15. Owner's contact person.
16. Telephone number and e-mail address of owner.
17. Description of project including capacity and Grade group Alignment.
18. Size in square footage of project and square feet per student.
19. Name of project architect/manager.
20. Name, address, and telephone number of general contractor/project manager.
21. Special energy conservation or design features.
22. Documented energy consumption statistics for project if available to include kWh/sq. ft. and kBtu/sq. ft.

8. GENERAL CONTRACTOR REFERENCES (Tab 8)

Provide a minimum of five (5) references from General Contractors that you have worked with in the past. The District may contact these contractors to discuss your firm's performance and teamwork. The references requested are for the firms only and not individuals within the firm. Include project names along with accurate contact information.

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ATTACHMENT B

SUPPLEMENTAL FORMS (Tab 9)

RESIDENCY

Please answer the following questions and return with this RFQ:

1. Is your principal place of business in Texas? _____ Yes _____ No
2. If no, in which state is your principal place of business? _____
If your principal place of business is not Texas, does your state favor resident Proposers in your
3. state by some dollar increment of percentage? _____ Yes _____ No
4. For more information regarding this series of questions, see Article 601g of the Texas Civil Statutes.

Authorized Signature _____ Name of Company _____
Telephone Number _____ Address _____
City _____ State _____ Zip _____
Proposal Number _____
Date _____

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See attached forms for submission

- 5. Authorization Agreement
- 6. Debarment and Suspension Certification
- 7. Felony Conviction Notification
- 8. Non Collusive Bidding Certificate
- 9. Standard Terms & Conditions
- 12. W-9
- 13. CIQ 2
- TISD Reference Questionnaire

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V. DECLARATION OF COMMITMENT AND AUTHENTICITY (*Tab 10*)

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RFQ NO: 855-13 RFQ

In submitting this Request for Qualification (RFQ) for Professional Services, the responding firm acknowledges that if selected they will in good faith seek to negotiate a contract with the District. Further, the responding firm attests that the information provided represents the firm here named, the information is true and accurate, and the responder has made no attempt to mislead or misinform the District.

Until a contract resulting from this process is executed, no employee, agent or representative of respondent, their staff or consultants shall make available or discuss its proposal with the press, elected or appointed official, or any employee, agent or other representative of the District, unless specifically instructed otherwise by the Tomball ISD Superintendent of Schools (John Neubauer) Assistant Superintendent for Ancillary Services (David Schuelke) or Director of Construction (Gary Hutton).

The information provided within this application I believe to be true and representative of the firm for which it is submitted.

Firm

Signature of Firm's Representative

Date

Printed Name

Title



TEXAS EDUCATION AGENCY

Debarment and Suspension Certification

Debarment and Suspension Clauses

Applicable to Lower Tier Transactions

1. Terms Defined

- a. *Covered Transaction*: The act of applying for federal funds or submitting a contract for federal funds
- b. *Lower Tier Participant*: Any organization or person receiving a grant or contract, including subsequent subgrants and subcontracts
- c. *Lower Tier Transaction*:
 - Any transaction other than a procurement contract for goods or services by a Lower Tier Participant with another entity or person, including a subgrant to another entity, regardless of the dollar amount, or
 - A procurement contract by a Lower Tier Participant to some other entity or person for goods or services, regardless of type, expected to equal or exceed a cumulative value of \$25,000
- d. *Principals*: An administration head, key project/ grant management person, officer, or director within the Lower Tier Participant's organization or within a sub-organization or subcontractor's organization (i.e., Superintendents and key persons in the school district who will exert control or management influence over this project—for a university, it would be the president and principal investigator)

2. Executive Order 12549

This certification is required by the Department of Education regulations implementing *Executive Order 12549, Debarment and Suspension, 34 CFR Part 85*, for all lower tier transactions meeting the threshold and tier requirements stated at *Section 85.11*.

3. Material Representation of Fact

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification

4. Erroneous Certification

The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. Definitions and Coverage

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this certification, have meanings as set out in the *Definitions and Coverage* sections of rules implementing Executive Order 12549. You may

contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

6. Intent of Transaction

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

7. Certification Clause

The prospective lower tier participant agrees by submitting this proposal that it will include all paragraphs from this *Debarment and Suspension Certification Schedule*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. Eligibility of Principals

A participant in a covered transaction may rely upon certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

9. In Good Faith

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Available Remedies

Except for transactions authorized under *Intent of Transaction*, above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction 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, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

11. Certification Statement —ED 80-0014, 9/90, amended by Texas Education Agency (04/02)

- a. The prospective lower tier participant certifies by authorization and submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. *Where the prospective lower tier participant is unable to certify* to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Certification Regarding Debarment Suspension, Ineligibility and Voluntary
Exclusion
Lower Tier Covered Transactions**

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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 or 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): _____

Detail of Convictions: _____

Signature of Company Official: _____

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the vendor certifies that:

- a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor.
- b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing in its behalf.
- e) THE FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED.

Company Name

Authorized Signature

Title

Tomball Independent School District

STANDARD TERMS AND CONDITIONS
REQUEST FOR SEALED PROPOSAL

- I. **Seller of Package Goods:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order number (c) Container number and total number of containers, e.g. box 1 of 3 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- II. **Shipment Under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- III. **Title and Risk of Loss:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
- IV. **Delivery Terms and Transportation Charges:** F.O.B. Destination Freight Prepaid unless terms are specified otherwise in proposal. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's proposal or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
- V. **No Placement of Defective Tender:** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
- VI. **Place of Delivery:** The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications," hereof. The terms of this agreement are "no arrival, no sale."

- VII. **Invoices and Payments:** Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weight bill when applicable, should be attached to the invoice.

Mail to: Tomball I.S.D.
Accounts Payable Department
310 South Cherry Street
Tomball, TX 77375-6668

Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. Do **not** include Federal Excise, State, or City Sales Tax. The District shall furnish a tax exemption certificate, if required.

- VIII. **Gratuities:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, or any officer or employee of the School District with a view toward securing a contract or securing favorable treatment with respect to the performing of such a contract. In the Event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

- IX. **Special Tools and Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

- X. **Warranty Price:** The price to be paid by the Buyer shall be that contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract with liability to Seller for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

- XI. **Warranty Products:** Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the proposal invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer.

- XII. **Safety Warranty:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within thirty (30) days, correction made by Buyer will be at Seller's expense.

- XIII. **No Warranty By Buyer Against Infringements:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured are in accordance with the specifications attached to this agreement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

- XIV. **Right of Inspection:** Buyer shall have the right to inspect the goods at delivery before accepting them.
- XV. **Cancellation:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller 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.
- XVI. **Termination:** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work thereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.
- XVII. **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of 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 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, act 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; land sinkage; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. 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 the difficulty.

- XVIII. **Assignment Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

- XIX. **Waiver:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
- XX. **Modifications:** This contract can be modified or rescinded only by a writing signed by both parties to the contract or their duly authorized agents.
- XXI. **Interpretation Parole Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. 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 agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement 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 agreement, the definition contained in the code is to control.
- XXII. **Applicable Law:** The Uniform Commercial Code shall govern this agreement. Wherever the Term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the state of Texas effective and in force on the date of this agreement.
- XXIII. **Advertising:** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer 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.
- XXIV. **Late Proposals:** Proposal or withdrawals thereof received after the time set for opening will not be considered.
- XXV. **Withdrawal of Sealed Proposals:** Proposals may be withdrawn prior to the time of proposal opening by written notice only.
- XXVI. **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/hers 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.
- XXVII. **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Harris County, Texas.

- XXVIII. **Prohibition Against Personal Interest in Contracts:** Any 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 or 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. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Vernon's Texas Codes Annotated, Local Government code, Chapter 171.
- XXIX. **Criminal History Records:** Tomball ISD retains the right to exercise the privilege extended in the Texas Education Code §22.0834 to request criminal history record information that relates to an employee of, or applicant for employment by, a person or company that contracts with the District.
- XXX. **Identification/security:** All contract personnel shall be in uniform and easily identifiable at all times. All employees shall check in with the front office at each campus during regular school hours before starting work. Employees shall submit their driver's license for scanning into the Raptor software program. Any employee that does not receive clearance must leave the campus grounds immediately.

SUBMISSION OF PROPOSAL

- I. Each Seller is expected to examine the specifications and all instructions. Failure to do so will be at the vendor's risk. However, Tomball I.S.D. reserves the right to reject any or all proposals and to waive minor irregularities in proposal preparation.
- II. Each vendor shall furnish the information required on the District Proposal forms. Deviations to the Standard Conditions and/or Specifications shall be conspicuously noted in writing by the Seller and shall be included with the proposal.
- III. Erasures or other changes/corrections must be initialed by person submitting the proposal.
- IV. Unit price and extended price for each item offered will be recorded in proper columns on the proposal form. If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the offered price.
- V. Proposals shall be enclosed in sealed envelopes addressed per instructions, with the name and address of the Seller, the title of the proposal, and the date and hour of opening on the face of the envelope.
- VI. In the event no proposal is to be submitted by the Seller, the request for sealed proposal should be returned so marked. Notation should be made advising whether further request for the type of supplies or services covered by this request are desired. Failure to do so may result in being deleted from the District vendor list.
- VII. The Seller may respond to all or part of the proposal unless otherwise instructed.
- VIII. Faxed proposals will not be accepted by the District.
- IX. Samples of items, when called for, must be submitted with the proposal unless otherwise specified, at no expense to the District. Each sample shall be clearly tagged to show the Seller's name, address, title, and item number for which the sample is proposed. If not destroyed by testing, samples will be returned at Seller's request and expense.

AWARD OF CONTRACT

- I. The District reserves the right to reject any or all sealed proposals and to waive informalities and minor irregularities in sealed proposals received. Failure to observe the District's instructions and conditions will constitute grounds for rejection of a sealed proposal or removal from District's vendor list.
- II. The District may award any item or group of items of any proposal, unless the Seller qualifies their proposal by specific limitations, i.e. "All or None." Furthermore, the District reserves the right to make an award on any item for a quantity greater than the quantity offered upon at the unit price offered unless the Seller specifies otherwise in his/her proposal.
- III. In some instances it is to the advantage of the District to award the entire proposal to one Seller. Please review these materials carefully to determine whether this is an "all-or-none" proposal. If it is, and you do not complete the entire document, your proposal may be rejected. Therefore, if you have any questions, please contact the Purchasing department of the District prior to the submission of your proposal.
- IV. It is understood and agreed that the District reserves the right to increase or decrease quantities and to buy additional goods, services, software and/or hardware under the terms of any contract resulting from this proposal.
- V. Where indicated trade names and/or numbers are provided as quality references. Substitutions will be accepted only if the item is an approved equal or of superior quality. Tomball I.S.D. reserves the right to make this determination and is to be furnished with a sample of any item offered upon request. When offering items with trade names and/or numbers other than those indicated in the proposal specifications, this information and other pertinent data must be provided or the proposal will not be considered.

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

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

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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage 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, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic 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, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

ARCHITECTURAL FIRM REFERENCE QUESTIONNAIRE

DATE: _____

TO: COMPANY _____

CONTACT _____

FAX NUMBER _____

Tomball ISD has recently accepted qualification statements from architectural firms for: Bond 2013

The following firm has used your company/organization as a reference: _____
(INSERT FIRM NAME)

The following questions are part of Tomball ISD's selection criteria and will help us evaluate this firm's qualifications for our project(s). We would greatly appreciate your response to the following questions regarding their performance on a project(s) you are familiar with. Please review each question and circle the appropriate answer.

		Strongly Disagree		Disagree		Agree		Strongly Agree		N/A	
1 This firm is knowledgeable and well qualified in the area of K-12 educational facilities (and in the type of work being considered for this project).	1	2	3	4	5	6	7	8	9	10	n/a
2 This firm maintained the project(s) schedule during the design services phase (preliminary design, design development and construction documents).	1	2	3	4	5	6	7	8	9	10	n/a
3 This firm showed leadership and the desire to work as a team during the construction documents phase of the project(s).	1	2	3	4	5	6	7	8	9	10	n/a

ARCHITECTURAL FIRM REFERENCE QUESTIONNAIRE (cont'd)

	Strongly Disagree		Disagree			Agree			Strongly Agree		N/A
	1	2	3	4	5	6	7	8	9	10	n/a
4 Addendums issued during the bidding process were timely and reasonable in number, scope and length (versus extensive).	1	2	3	4	5	6	7	8	9	10	n/a
5 The proposals/bids received were within the anticipated range of cost (rather than over budget).	1	2	3	4	5	6	7	8	9	10	n/a
6 This firm reviewed and approved the shop drawings and product submittals in a timely manner avoiding unnecessary and extensive delays during construction.	1	2	3	4	5	6	7	8	9	10	n/a
7 This firm responded promptly to RFI's, PR's and change orders in order to maintain the project(s) schedule.	1	2	3	4	5	6	7	8	9	10	n/a
8 This firm shows leadership and works as a team player rather than being adversarial during the construction phase. Construction-related issues are resolved in a fair and reasonable manner.	1	2	3	4	5	6	7	8	9	10	n/a
9 This firm was willing to consider and implement viable suggestions from the Owner, consultants, general contractor and subcontractors for the betterment of the project(s).	1	2	3	4	5	6	7	8	9	10	n/a
10 This firm had minimal or a reasonable number of change orders due to architectural errors or omissions.	1	2	3	4	5	6	7	8	9	10	n/a
11 The project drawings and specifications were complete, thorough and well coordinated between design disciplines.	1	2	3	4	5	6	7	8	9	10	n/a

ARCHITECTURAL FIRM REFERENCE QUESTIONNAIRE (cont'd)

	Strongly Disagree		Disagree			Agree		Strongly Agree		N/A	
	1	2	3	4	5	6	7	8	9	10	
12 Specifications for the project(s) were appropriately customized, conveying the intent of the design and district standards.	1	2	3	4	5	6	7	8	9	10	n/a
13 This firm was cooperative, responsive and timely in compiling and following up on the general contractors' completion of the punch list.	1	2	3	4	5	6	7	8	9	10	n/a
14 This firm expedited project close-out (to extent possible) and organized and reviewed the record drawings, O&M manuals, warranties, etc. with little assistance from district staff.	1	2	3	4	5	6	7	8	9	10	n/a
15 This firm followed up on significant warranty issues and assisted the district in completing the one-year warranty walk-through.	1	2	3	4	5	6	7	8	9	10	n/a
16 The project(s) was designed substantially compliant with the State of Texas handicap accessibility requirements and has received certification from the State.	1	2	3	4	5	6	7	8	9	10	n/a
17 Despite the adverse conditions inherent in every project, this firm performed consistently well from design through project close-out.	1	2	3	4	5	6	7	8	9	10	n/a
18 This firm provided adequate and consistent staff from design through project close-out.	1	2	3	4	5	6	7	8	9	10	n/a
19 This firm would likely be hired again.	1	2	3	4	5	6	7	8	9	10	n/a
TOTALS											

FOR DISTRICT USE
TOTAL SCORE
(relevant scores only): _____

What type of project is this firm best suited for? _____

What type of project is this firm least suited for? _____

Other comments? _____

Thank you for your assistance with this questionnaire. Please fax this completed questionnaire to our office at _____ (fax) by _____ (time) on _____ (date).

Sincerely,

(Name)

(Date)