ERA
INDEPENDENT
SCHOOL DISTRICT

108 Hargrove Street
Era, Texas 76238

Phone: (940) 665-2007
Fax: (940) 665-5311
www.eraisd.net

October 17, 2018

REQUEST FOR PROPOSAL
Demolition & Debris removal Project

Demolition--RFP # 11122018

The Era Independent School District, (hereinafter "District"), is inviting proposals from licensed and qualified vendors (hereinafter "Bidder") to provide Demolition and debris removal services. Said services will include the demolition of the structure and appurtenances located at 112 Hargrove Street, Era, Texas, 762389.

A copy of this RFP can be obtained from the District's website at www.eraisd.net until the expiration date of this solicitation. It is incumbent upon the Bidder to check the website for additional information and/or addendums. Copies of this RFP can also be obtained from Era ISD, 108 Hargrove, Era, Texas 76238.

Timeline Schedule:

The following is the District's tentative schedule for the selection of a qualified contractor:

Request for Proposal	November 12, 2018
Deadline for Questions	November 6, 2018 no later than 4:00 pm
Deadline for submitting RFP	November 12, 2018 no later than 10:00 am

All RFP details are posted on the District's website under Business department, current & awarded bids, Asphalt Paving Project. The District must receive a sealed written response prior to 10:00 am on November 12, 2018. Proposals shall be submitted to:

Suzette Henderson, Director of Finance
Era ISD Administration Office
108 Hargrove
Era, Texas 76238

Please mark the package clearly—Demolition--RFP # 11122018

Any requests for additional information pertaining to the specifications should be directed in writing by fax or email to Dr. Jeremy Thompson, fax # 940-665-5311 or email purchasing@eraisd.net.

No proposal will be considered which is not submitted on the attached "Bid Documents" form signed by a proper official of the supplier and submitted in a sealed envelope. No telegraph, telephone, or faxed proposal will be accepted.

Published dates: October 26, 2018
October 30, 2018

Demolition—RFP--#11122018

1. Intent of Request for Proposals (RFP), and Bid Requirements

1.1 Intent of Request for Proposals (RFP)

The purpose of this Request for Proposals is to solicit competitive sealed proposals from qualified and experienced individual(s) or firm(s) to provide demolition services for the Era Independent School District (Era ISD). Era ISD is requesting bids for the demolition and site clearance of all existing structures, together with all associated out buildings and appurtenances (the "**Demolition Area**") located at 112 Hargrove Street, Era, Texas (see **Attachment 2**, 'Demolition Area'). The successful Contractor will be expected to provide all tools, transportation, labor, and equipment necessary to perform the required duties herein. **The overall objective of this project is to remove all structures, debris, identified trees, site components, etc. and to leave the ground empty, level, and ready for future development.**

1.2 **Bid Requirements.**

Bids must be submitted in a timely manner. Emailed bids will be accepted utilizing the purchasing email address only at purchasing@eraisd.net. Bidders shall provide (1) sealed copy of the proposal and it MUST be labeled on the outside with **Demolition--RFP #11122018.** Proposals must be submitted before 10:00 a.m. on November 12, 2018, to Era ISD Attn: Purchasing, 108 Hargrove Street, Era, Texas 76238. Any proposal received after that deadline will be deemed non-responsive and will not be considered for evaluation. **Faxed copies will not be accepted**.
Bids must be submitted on this form, and must be typed or written in ink and signed. Bids must be signed by an official of the company authorized to bind the offeror (Please see #9 below). The proposed price shall be good for a period of at least one hundred twenty (120) days from the submittal date. Era ISD reserves the right to refuse any and all bids and to waive any technicalities and formalities. ERA ISD reserves the right to negotiate with all qualified offerors and reserves the right to cancel this solicitation in part or in its entirety if it is in the best interest of ERA ISD to do so. Any agreement for services is subject to board approval.

A **mandatory** Pre-Bid walk-through at the demolition site (112 Hargrove Street, Era, Texas) will occur by appointment with Dr. Thompson. Attendance at a walk-through is **mandatory** to qualify to bid project.

Those wishing to submit a bid for the project must provide, at a minimum, the following items:

- Completed bid worksheet (Attachment 1). Note the bid form is laid out in a specific manner. Please structure your bids accordingly.
- Proof of all other appropriate professional licensing as required by the State of Texas
- If applicable, documents showing pre-certification as a woman-owned, minority owned, small, or disadvantaged business
- A disposal and recycling plan for all structures and debris removed from the site
- Proof of Insurance: General Liability, Workers Comp, Automobile (must be current)

This solicitation does not commit ERA ISD to award a contract, or to pay for any cost incurred in the preparation of your proposals, or to procure or contract for any articles of goods or services.

2. Scope of Service

2.1. Fees. Contractor is responsible for all permits, fees, inspections, certifications and approvals necessary to demolish the buildings as outlined by the standards established by federal, state, and local authorities. This is school district property. Any Profit and Overhead of change orders will be held to 10% above actual cost.

2.2. Utilities and Terminations. Prior to commencement of work by Contractor, Era ISD will conduct all utility terminations, power/phone/cable disconnections, as well as be responsible for any service or termination fees (if applicable) on each parcel of property within the Demolition Area, not including mainlines. Lateral water lines will be terminated at meter vault. Contractor will cap sewer laterals at property line on each parcel of property at the time of building demolition. All lateral lines (sewer, water, etc.) from disconnection point to the building shall be removed and disposed of on each parcel of property by Contractor.

2.3. State Permits and Notices. Obtain "10-Day Notification" permit from the State of Texas (if applicable) prior to any demolition work.

2.4. Demolition and site clearance. Contractor shall demolish and remove all above and below ground debris and appurtenances including but not limited to; the main structure and/or any detached structures, footings, foundations, floors, porches, private sidewalks and debris of any kind. Contractor shall include the demolition and removal of all parking slabs, concrete and/or asphalt flatwork, accessory/ detached structures, sheds or garages, trees, or any underground piping, junk, trash or dead trees which may be present. No debris shall be left or buried on the site. Demolition methods must include a means of controlling dust generated on the site. Should these means include the use of water, the rental of an Era water meter and cost of water will be the responsibility of the Contractor. AT NO TIME SHALL CONTRACTOR HOOK INTO AN ERA ISD WATER SOURCE (HYDRANT) WITHOUT DISTRICT APPROVAL AND THE REQUIRED METER. All removal from this site of debris, rubbish, and other materials resulting from demolition operations must be disposed of in a legal manner.

2.5. Green Waste: Contractor will remove all identified trees and plant materials. Tree removal shall include completely removing tree stumps.

2.6. Backfill and Compaction. Excavated areas associated with the removal of all substructures should be backfilled with a well-graded granular material having a maximum size of 2 inches and not more than 15 percent passing a #200 sieve.

2.7. Project Schedule. The project will proceed in a single phase. This involves removal of the structure, identified trees, foundation and backfill/compaction. Contractor shall complete demolition of the structure within thirty (30) calendar days of Notice to Proceed.

2.8. Dumping Requirements: All demolition debris must be taken to a licensed landfill. All landfill receipts (for general debris and hazardous waste) must be turned in before final approval and payment.

2.9. Infrastructure Protection: Contractor will be liable for any damage to public property.

2.10. Salvage and Recycling: Salvage rights belong to the Contractor after Notice to Proceed is issued. All portions of the demolitions must be removed, to include scrap metals, concrete, and other materials. Contractor may sell any and all materials and retain any proceeds from the sale of such materials. It is the expectation of ERA ISD that any proceeds earned by Contractor through recycling or salvaging will offset the costs of their services.

2.11. Safety: .Public safety must be considered at all times. The Contractor must take precautions at all times to utilize and store materials and equipment in a way that will prevent injury to citizens. Before leaving for the day, Contractor must ensure that proper signs, caution tape, physical barriers or other devices as needed to signal a hazard or restrict public access are in place. In addition, the Contractor must insure the safety of their workers by adhering to industry best practices, OHSHA safety, and traffic safety guidelines as applicable for the activity being performed. The ERA ISD-designated Project Manager reserves the right to temporarily stop work if they see an unsafe practice and to suspend work until the issue is addressed.

2.12. Record on Record Document location and extent of all capped and abandoned lines below grade.

3. Outline of Expectations

3.1. Significant experience in demolition and removal of residential and commercial site debris, backfill and grading. The successful bidder shall clearly possess an understanding of the scope of work required including:

a. Permitting and clearances
b. Demolition site clearance and backfill/ site grading.
c. Project completion documentation.
d. Possess the required licenses, insurance, bonding, etc.

3.2 Contractor will assure that all permitting, abatement, demolition and debris removal will comply with applicable State and Federal regulations and procedures covering demolition, i.e., Texas Dept of Environmental Quality, OSHA, Texas Labor Commission, and Federal Department of Transportation.

4. Special Instructions

4.1. Project Demolition Order & Activities. Demolition shall commence with the specific building within the Demolition Area as directed by ERA ISD. ERA ISD reserves the right to designate none or any number of the separate parcels for demolition.

4.2. Fee Estimate. Proposals should include a detailed cost breakdown of all proposed fees and must break out the fees for each property – see **Attachment 1 – Bid Worksheet**.

4.3. Operating Hours: Work shall be performed between **7am and 7pm *only*.** No work shall be performed on Sundays unless authorized in advance by ERA ISD.

5. Contract Document ERA ISD will negotiate a Professional Services Agreement with the winning Contractor.

6. Insurance Requirements Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence and $2,000,000 general aggregate for bodily injury, personal injury and property damage.

2. Business Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage for owned, non-owned and hired autos.

3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the labor code of the State of Texas and employers' liability with limits of $1,000,000 per accident.

Each insurance policy required by this Agreement shall contain the following clauses:

-This insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to ERA ISD.

-It is agreed that any insurance or self-insurance maintained by ERA ISD, its elected and appointed officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, accepting policies for Workers' Compensation and Professional Liability shall contain the following clause:

-Era Independent School District, its elected and appointed officials, employees, agents and volunteers are to be named as additional insurers as respect to operations and activities of, or on behalf of, the named insured as performed under Agreement with ERA ISD.

Insurance is to be placed with insurers acceptable to and approved by ERA ISD. Contractor's insurer must be authorized to do business in Texas at the time the contract is executed and throughout the time period the contract is maintained, unless otherwise agreed to in writing by ERA ISD. Failure to maintain or renew coverage or to provide evidence of renewal will be treated by ERA ISD as a material breach of contract.

ERA ISD shall be furnished with original certificates of insurance and endorsements effecting coverage required within, signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by ERA ISD before work commences.

ERA ISD reserves the right to require complete, certified copies of all required insurance policies at any time.

Any deductibles or self-insured retentions must be declared to and approved by ERA ISD. At the option of ERA ISD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ERA ISD, its elected and appointed officials, employees, agents and volunteers; or Contractor shall provide a financial guarantee satisfactory to ERA ISD guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Contractor shall include all subcontractors and insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Nothing contained herein shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this Agreement.

7. **Furnishing of W-9:** Payment under this Agreement is contingent upon Contractor furnishing ERA ISD with a signed and completed W-9 IRS tax form. Contractor shall cooperate with ERA ISD in furnishing any additional information ERA ISD may need to comply with rules and regulations of the Internal Revenue Service.

8. **Evaluation and Award** The contractor selection will be based on proposed Contractor pricing. Price will be based on the total bid amount and not parcel by parcel.

   ERA ISD reserves the right to accept or reject any bid that best serves its convenience and/or is found to be in its best interest. ERA ISD encourages and welcomes bids from women-owned and minority-owned businesses. Bidders must be in good standing with ERA ISD.

9. **Bid Submittals** Those wishing to submit a bid for the project must provide, at a minimum, the following items:

- Completed bid worksheet (Attachment 1 and all forms A-I). Note the bid form is laid out in a specific manner. Please structure your bids accordingly.
- Proof of all other appropriate professional licensing as required by the State of Texas
- If applicable, documents showing pre-certification as a woman-owned, minority owned, small, or disadvantaged business
- A disposal and recycling plan for all structures and debris removed from the site
- Proof of Insurance, General Liability, Workers Comp, Automobile (must be current)

Attachment #1
Demolition Bid Worksheet

Address	Building Sq. Ft	Land Sq. Ft	Building Bid	Land Bid
108 Hargrove Street	Approx—1250		_	_
		Total	_	_

Buildings & Land	_
Permits & Fees	_
OH & Profit	_
Total Bid	_

IF YOU REQUIRE ADDITIONAL INFORMATION:

Questions related to the proposal or regarding the bid process should be directed to Dr. Jeremy Thompson at purchasing@eraisd.net . Please communicate via email so there is a record of correspondence.

Attachments:
1. BID WORKSHEET
2. DEMOLITION AREA
3. Required Documents A-I

I hereby warrant and represent that the information presented in this proposal is true, accurate and complete.

Company: _____

By: _____

Title: _____

Date: _____

Hargrove Ln
Hornet Dr
N
Proposed Parking
94'x124'
108 Hargrove Ln,
Era, TX 76238, USA
Era Independent
School District
Admin
Office
922
West Farm to Market Road 922

FORM A

AFFIDAVIT OF NON COLLUSION

The undersigned certifies that the bid/proposal prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid/proposal is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on the day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____ Hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared the bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

_____

_____

_____

Telephone Number_____

Fax Number _____

Signature_____

Name:_____

Title:_____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____day of _____, 20____.

_____

Notary Public in and for the State of _____

Company Name_____

FORM B

FELONY CONVICTION NOTICE

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

FORM C

DEBARMENT OR SUSPENSION CERTIFICATION FORM

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

By submitting this offer and signing this certificate this proposer:

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

VENDOR NAME: _____

VENDOR ADDRESS: _____

_____

VENDOR TELEPHONE: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____
(Printed)

SIGNATURE OF COMPANY OFFICIAL: _____

DATE: _____

FORM D

BIDDER'S CERTIFICATION

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

Section 1. (a)

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

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

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

I certify that _____ is a
(Company Name)

Resident Bidder of Texas as defined in HB 620.

Signature _____

Print Name _____

I certify that _____is a
(Company Name)

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

_____
(City and State)

Signature _____

Print Name _____

FORM E

ACKNOWLEDGEMENT FORM

Having carefully examined the Terms and Conditions and Specifications, the undersigned Proposer's Agent hereby proposes and agrees to furnish the proposed product(s)/services(s) in strict compliance with the specifications as quoted.

The Proposer affirms that, to the best of his knowledge, the proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over the other proposers in the award of this proposal.

Date: _____

Company Name: _____

President/Designee: _____

Position: _____

I have read and understand the terms and conditions herein and will abide by them.

_____

President/Designee (Signature) Company Name (Please Print) Date

FORM F

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

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

FORM G

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

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:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▸

☐ Other (see instructions) ▸

☐ Exempt payee

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** ▸

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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	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.

FORM H

DEVIATION/COMPLAINCE SIGNATURE FORM

_____
COMPANY NAME

_____
ADDRESS CITY STATE

_____ _____
PHONE NUMBER FAX NUMBER

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

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

☐ No Deviation

☐ Yes Deviation

If yes is checked, please list below.

_____

_____

_____

_____

_____

_____

_____

_____

FORM I

NO BID NOTIFICATION

VENDOR NAME_____ AGENT'S NAME _____

ADDRESS _____ BID NUMBER _____

_____ DESCRIPTION _____

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

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

- ☐ Do not supply the requested product
- ☐ Quantities offered are too small or too large to be supplied by my company.
  (circle one of the underlined)
- ☐ Specifications are "too tight" or written around a particular product.
  (Please elaborate)_____

  _____
- ☐ Cannot bid against manufacturer or jobber on this item.
  (circle one of the underlined)
- ☐ Time frame for bidding was too short for my organization.
- ☐ Not awarded a contract by EISD when you felt you were low bidder.
- ☐ Other: _____

  _____

Please indicate your choice for remaining on EISD's bid list.

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

_____

Vendor's Signature Date

FORMS CHECKLIST

- ☐ Completed – Affidavit of Non Collusion – Form A
- ☐ Completed – Felony Conviction Notice – Form B
- ☐ Completed – Debarment or Suspension Certification – Form C
- ☐ Completed – Bidder's Certification – Form D
- ☐ Completed – Acknowledgement – Form E
- ☐ Completed – Conflict of Interest Questionnaire (CIQ) – Form F
- ☐ Completed – W-9 Request for Taxpayer Identification Number & Certification – Form G
- ☐ Completed – Deviation/Compliance Signature – Form H

Or

- ☐ No Bid Notification – Form I