REQUEST FOR COMPETITIVE SEALED PROPOSALS
CSP JOB #001A

Project: Goodwill Central Texas's Center for Good and The Excel Center's Exploration Center

Location: 1015 Norwood Park Blvd., Austin, TX 78753

ISSUED BY (Owners):

Goodwill Central Texas
1015 Norwood Park Blvd.
Austin, TX 78753

The Excel Center
1015 Norwood Park Blvd.
Austin, TX 78753

SUBMIT INQUIRIES TO:

Architect of Record: Clay Little
Plunkett Raysich Architects
220 Industrial Blvd. Suite 101
Austin, TX 78745
Email: jtullis@prarch.com

Goodwill Central Texas website: https://www.goodwillcentraltexas.org

The Excel Center website: https://excelcenterhighschool.org

SECTION 1 – PROJECT OVERVIEW

Owners: This Project is a two-part project consisting of separate projects of both Goodwill Central Texas and The Excel Center. Goodwill Central Texas has existed for more than 60 years, transforming revenue from more than 37 retail locations into a combination of education, career training, job placement, career coaching and support, and more to fulfill its focus of empowering thousands of people to work. The Excel Center is a nonprofit entity and charter holder of The Goodwill Excel Center Adult High School, established to provide an adult education program under Texas Education Code Chapter 12, Subchapter G. The Excel Center is the first free public high school in Texas where adults 18-50 may return to school to earn their high school diploma and complete training for a high-demand career.

Project Overview and Scope: Goodwill Central Texas ("GCT" or "Goodwill") and The Excel Center ("TEC" or "Excel") are seeking **Competitive Sealed Proposals** from qualified proposers to provide construction services for a two-part project at the first floor of the existing Goodwill Community Center, located at 1015 Norwood Park Blvd., Austin, TX 78753. The project scope of work consists of two portions:

- **Goodwill Central Texas's Center for Good:** renovation of approximately 3,525 square feet office space; demolition of existing security office in the atrium
- **The Excel Center's Exploration Center:** renovation of approximately 7,575 square feet daycare space plus an approximately 2,400 square feet playground; with the change of use to childcare services (Group I-4,) additional rated assemblies will need to be constructed to separate The Excel Center's Exploration Center from the adjacent office spaces both horizontally and vertically. The playground is being installed in an existing green space; the playground will require retaining walls, fencing, play equipment, a shade structure, synthetic turf, mulch, trees, shrubs, and modification of the existing irrigation system

The Project area is on the first floor of the Goodwill Community Center, which is a Type II-B sprinklered building. The existing space consists of offices, classrooms, and support spaces. The building has some existing 1-hour fire-rated wall assemblies. The interior remodel will involve demolition of existing walls, ceilings, lights, plumbing, HVAC, and finishes; and construction of new walls, doors, ceilings, lights, plumbing, HVAC, power/data receptacles, custom millwork, and finishes. The building envelope is not being modified. The existing multi-user restrooms will remain and are **not** part of the scope of work. Furniture and equipment for the interior spaces is **not** included in this Project. Security cameras will be provided by the Owners and may require some coordination for conduit in limited areas. (Wiring is all low voltage.)

Estimated Budget: The total estimated budget for this project is **$2,500,000.00**, consisting of the Goodwill Portion of the Project of $1,000,000.00 and the Excel Portion of the Project of $1,500,000.00. Because the Excel Portion of the Project will be paid with public funds, the selected contractor will be required to keep separate, detailed records (including payment records for material and labor) for each portion of the project so that Goodwill will only pay for the Goodwill Portion of the Project and Excel will only pay for the Excel Portion of the Project.

Award/Contract Approval: This procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by Goodwill and Excel, including their respective boards, if such authority is not lawfully delegated. This solicitation is an invitation for sealed proposals and neither this solicitation nor the response or the proposal from any prospective proposer/contractor shall create a contractual relationship that would bind Goodwill or Excel until such time as Goodwill, Excel, and the selected proposer/contractor sign a legally binding contract, which includes, without limitation, the terms required by Goodwill and Excel.

Pre-Proposal Meeting: A Pre-Proposal meeting will be held on site to walk the project area at 10:00 a.m. on August 18, 2026 at Goodwill Community Center. Attendance at the pre-proposal meeting and site walk is not mandatory, but all proposers are highly encouraged to attend.

<u>Proposal Deadline; Opening Time/Location:</u> Sealed proposals for the construction work to be performed as required and/or contemplated under this request for competitive sealed proposals and as described herein and in the construction documents will be received no later than **September 11, 2026 by 12:30 p.m.** Proposals will be publicly opened and read aloud at 1:00 p.m. on **September 11, 2026** at Goodwill Community Center at 1015 Norwood Park Blvd., Austin, TX 78753.

Proposals shall be submitted by hard copies delivered by U.S. Postal Service, courier, or hand delivery to Goodwill Community Center on or before the date and time set to receive proposals. Proposers shall submit 1 original and 1 copy of proposals and an electronic copy on a USB flash drive in a sealed envelope and are responsible for ensuring that their proposals are time-stamped to evidence timely submission. Hand deliveries will only be accepted at Goodwill Community Center located at 1015 Norwood Park Blvd., Austin, TX 78753, between the hours of 8 a.m. and 5 p.m. Monday through Friday, and it is the bidder's responsibility to ensure that a Goodwill receptionist acknowledges receipt.

Proposals that have been opened may not be changed for the purpose of correcting an error in the pricing. Other than price, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of Goodwill and Excel, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

<u>Contract Term:</u> Actual work to be performed and the schedule for performance under this solicitation will be upon the terms, conditions, and timelines agreed upon by Goodwill/Excel and the selected contractor. **Time is of the essence for this project. All Work listed in the construction documents shall be substantially completed no later than March 18, 2027, the estimated project completion date. Final completion shall be completed no later than 30 days following substantial completion.**

<u>Reservations and Waivers</u>: This procurement solicitation shall be in accordance with applicable law and District policies and general terms, including the following:

a. This Request for Proposals does not obligate GCT/TEC to award a contract or pay any costs incurred by the proposer in the preparation and submittal of a proposal. GCT/TEC assume no financial responsibility for any costs incurred by proposers in developing and submitting a proposal, participating in pre-bid meetings, or any other costs incurred by proposers in connection with this procurement solicitation.
b. **GOODWILL/EXCEL, IN THEIR SOLE DISCRETION, RESERVE THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.**
c. **GOODWILL/EXCEL RESERVE THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL.**
d. **GOODWILL/EXCEL RESERVE THE RIGHT TO WAIVE ANY FORMALITIES, IRREGULARITIES, AND/OR TECHNICALITIES IN THIS SOLICITATION, THE CONSTRUCTION AND/OR PROCUREMENT DOCUMENTS, AND/OR ANY PROPOSALS RECEIVED OR SUBMITTED.**
e. **BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST GOODWILL/EXCEL AND/OR THEIR RESPECTIVE BOARD MEMBERS, ADMINISTRATORS, EMPLOYEES, ATTORNEYS, AND/OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, OR RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROCUREMENT PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF**

ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

f. GCT/TEC reserve the right to withdraw/cancel this solicitation at any time for any reason, remove any scope component for any reason and to issue such clarifications, modifications and/or amendments as deemed appropriate by GCT/TEC, in their sole discretion.

g. A proposal that has been submitted to GCT/TEC may be withdrawn prior to the deadline for submission of proposals.

h. Proposals received will become a part of GCT/TEC's official files without further obligation to the respondents.

i. Offerors shall not, under penalty of law, offer any gratuities, favors, or anything of monetary value to any officer or employee of GCT or TEC, or to any consultant, employee, or member of GCT or TEC for the purpose of or having the effect of influencing favorable disposition toward their own proposal or any other proposal submitted hereunder.

j. No employee, officer, or member of GCT or TEC shall participate in the selection, development of a response to this procurement solicitation, award or administration of a contract resulting from this procurement solicitation if a conflict of interest, real or apparent, would be involved.

k. Proposers shall not engage in any activity that will restrict or eliminate competition. This does not preclude joint ventures or subcontracts.

l. Proposers must provide all requested information; failure to comply with any portion of this solicitation will be reflected in the evaluation process. GCT/TEC reserve the right to accept or reject any submission or any part thereof or any combination of submissions and to waive any or all formalities. All responses in the submission may be used by GCT/TEC in the evaluation and selection process. GCT/TEC reserve the right to verify the accuracy and completeness of all responses by utilizing any information available to GCT/TEC and/or evaluators without regard to whether such information appears in the submission.

m. By submitting its proposal in response to this procurement solicitation, the Proposer accepts the evaluation process and acknowledges and accepts that the evaluation of the detailed methodology and the selection criteria and awarding of weighted values/points will require subjective judgments by GCT/TEC and the evaluators and will be based upon the information responsive to the Evaluation Criteria as published with this procurement solicitation, which includes information submitted by the Proposer and/or information available to GCT/TEC and the evaluators.

n. Any Proposer who submitted a proposal may appeal TEC's award, if the appeal is based on deviations from laws, rules, regulations, or TEC Board policies. TEC Board Policy's governing public grievances applies to any Proposer wishing to appeal a proposal and/or award of a contract. In accordance with said policy, a Proposer shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to Senior Director of Administration and Compliance. Complaints/appeals must be received by the close of business on or before the 15th TEC business day after award of the contract. In the event Proposer is unsure about the award of the contract, it is the Proposer's responsibility to contact TEC on the next business day after the award is announced and verify details concerning the award.

A response to this procurement solicitation is an offer to contract with GCT/TEC based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation and the construction documents. A contract is not formed unless and until a proposal is accepted and awarded by GCT/TEC after approval by the GCT/TEC Board, if required. GCT/TEC will utilize the AIA Document A101-2017 contract, as modified by GCT/TEC, along with the AIA Document A201 General and Supplementary Conditions, as modified by GCT/TEC. GCT/TEC's modifications to the AIA Documents are included herein as Exhibit B. Any exceptions to GCT/TEC's modifications to the AIA Documents must be clearly indicated in the proposer's submission. Each Proposer, by making its proposal, represents that the Proposer has read, understands, and agrees to GCT/TEC's modifications to the AIA Documents.

SECTION 2 – INSTRUCTIONS TO PROPOSERS

1. **<u>Definitions:</u>**

   Procurement Documents include the procurement requirements and the proposed contract documents. The procurement requirements consist of this Request for Competitive Sealed Proposals, including its exhibits and attachments, and all addenda. The proposed Contract Documents consist of the AIA Document A101-2017 contract, as modified by GCT/TEC; Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by GCT/TEC; AIA Document A201 General Conditions, as modified by GCT/TEC; the Drawings and Specifications. The AIA Documents, as modified by GCT/TEC, are included herein as Exhibit B.

2. **<u>Review of Construction Documents</u>**

   A complete set of documents (collectively, "Procurement Documents") shall be used in preparing a proposal; neither GCT/TEC nor GCT/TEC's architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of construction and/or procurement documents. Each prospective proposer should carefully review the construction documents and take such steps as may be reasonably necessary to ascertain the resulting contract performance requirements. Failure to do so will not relieve proposers from the responsibility of estimating properly the difficulty/level of effort or cost of successfully performing any resulting contract. After the proposals have been opened, GCT/TEC shall have the right to review the proposals and examine the credentials and qualifications of each proposer, using all information available to GCT/TEC, to determine whether any or all of the proposals are responsive and to make a determination as to whether any one or more proposers are qualified, responsible contractors.

   Proposers shall carefully study and compare the Procurement Documents with each other, shall examine the site and local conditions, and shall at once report to the architect errors, inconsistencies, or ambiguities discovered.

3. **<u>Construction Documents; Explanation to Proposers; Questions; Registration with Architect</u>**

   For all proposers preparing to submit a proposal for the work outlined in this RFP to GCT/TEC, please **register with GCT/TEC's architectural firm for this project** by August 13, 2026: Plunkett Raysich Architects; Jennifer Tullis at <u>jtullis@prarch.com</u>. This registration will allow GCT/TEC to maintain a proposer list and have the opportunity to submit responses to proposers' questions/requests for information equally with all proposers.

   Procurement Documents will be issued electronically to registered bidders by the Architect on or around August 14, 2026 via email.

   Any explanation desired by a prospective proposer regarding the meaning or interpretation of the Procurement Documents must be requested in writing and with sufficient time allowed for a response to reach prospective proposers before the submission of their proposals. All questions and/or requests for information shall be responded to in writing by return email only to the original sender, if there are no changes to the Contract Documents.

   All questions and/or requests for information must be sent directly to the Architect via email by August 25, 2026 at 5:00pm: Plunkett Raysich Architects; Jennifer Tullis at <u>jtullis@prarch.com</u>.

Any GCT/TEC interpretations, corrections, and/or changes to the procurement or construction documents will be in the form of an addendum. Interpretations, corrections and changes of the Procurement Documents made in any other manner will not be binding, and Proposers shall not rely upon them.

All such addenda will be issued electronically via email to registered bidders. Receipt of any addenda issued by GCT/TEC shall be acknowledged by the proposer with the proposal submission.

Prospective proposers are responsible for obtaining issued addenda to the request for competitive sealed proposals to ensure they have the most current and complete Procurement Documents. Addenda will be issued electronically via email to registered bidders.

4. **General Requirements**
   a. GCT/TEC are seeking proposals from qualified, responsible contractors to provide construction services.
   b. The contractor must have the administrative and fiscal capability as well as experience to provide and manage the services requested.
   c. The contractor must comply with all applicable federal, state, and local laws, ordinances, rules, regulations and orders of all authorities having jurisdiction over the contract.
   d. The contractor must be adequately insured and bonded.
   e. The contractor must employ qualified personnel with adequate training and experience and in adequate numbers.

5. **Proposer Eligibility for Contract Award**

In order for a proposer to be eligible to be awarded a contract, the proposal must be responsive to the solicitation and GCT/TEC must be able to determine that the proposer is responsible to perform the resulting contract satisfactorily.

Responsive proposals are those that comply with all material aspects of the solicitation, conform to the Procurement Documents, and meet the requirements set forth in this solicitation. Proposals that do not comply with the terms and conditions of the solicitation will be rejected as non-responsive.

Each proposer shall complete, and submit with the proposal, the applicable forms contained in the solicitation. When a special license or permit is required by Federal, State or Local law or ordinance or required by a company or otherwise to perform the work, the proposer must be properly licensed prior to submitting a proposal to GCT/TEC and must furnish evidence of such licensing or credentials with the proposal.

Responsible proposers, at a minimum, must meet all of the following requirements:

- Be an experienced contractor who has served as a prime contractor on similar construction projects for nonprofit/charter schools/governmental entities and be knowledgeable about requirements for construction of and building elements for such entitles, including, without limitation, applicable building code requirements;
- Provide a warranty and support for any equipment installed as part of the construction services;
- Possess or is able to obtain adequate financial resources as required to perform under any contract resulting from this procurement solicitation;
- Have a responsible safety record;
- **Be able to obtain payment and performance bonds of the types and in the amounts described in this procurement solicitation;**

- Proposers must provide a letter of statement from a bonding company that the proposer general contractor is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation**. <u>Proposers must include such letters in their proposals.</u>**
- Payment and performance bonds shall be provided after the proposal/contract award in order to proceed with contract execution.
- <u>Proposers shall include the related bond cost within their proposal amount.</u>

A. <u>Payment Bond</u>. The successful contractor is required to execute a payment bond satisfying the requirements of Subchapter I, Chapter 53, Texas Property Code, including:

1. be in a penal sum at least equal to the total of the original contract amount;
2. be in favor of GCT/TEC;
3. have the written approval of GCT/TEC endorsed on it;
4. be executed by:
(A) the original contractor as principal; and
(B) a corporate surety authorized and admitted to do business in Texas and licensed by Texas to execute bonds as surety, subject to Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1, Vernon's Texas Insurance Code);
5. be conditioned on prompt payment for all labor, subcontracts, materials, specially fabricated materials, and normal and usual extras not exceeding 15 percent of the contract price; and
6. clearly and prominently display on the bond or on an attachment to the bond:
(A) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
(B) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number. *See* Tex. Prop. Code § 53.202.

<u>Recording Requirement</u>. The successful contractor is required to file the bond and the contract between the contractor and GCT/TEC with the county clerk of the county in which is located all or part of GCT/TEC's property on which the construction or repair is being performed or is to be performed. A memorandum of the contract or a copy of the contract may be substituted for the original. Tex. Prop. Code § 53.203(a). The plans, specifications, and general conditions of the contract are not required to be filed. Tex. Prop. Code § 53.203(b).

B. **<u>Performance Bond</u>**. The successful contractor is required to execute a performance bond satisfying the requirements of Chapter 2253, Texas Government Code.

1. be in the amount of the contract;
2. be conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents;
3. be executed by a corporate surety in accordance with Texas Insurance Code 7.19-1;
4. be payable to and its form be approved by GCT/TEC;
5. clearly and prominently display on the bond or on an attachment to the bond:
(A) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or
(B) the toll-free telephone number maintained by the Texas Department of Insurance under Subchapter B, Chapter 521, Insurance Code, and a statement that the address of the surety

company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number

The performance bond is solely for the protection of GCT/TEC.

- **Be able to obtain all required permits, licenses, etc.**
  - All permit costs, inspection costs by governmental authorities having jurisdiction and associated fees, including but not necessarily limited to, building permits, sprinkler permits, canopy permits, fence permits, etc. will be paid by the selected proposer.
  - Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform the contract resulting from this procurement solicitation. Contractor must comply with all state and local building code requirements.
  - <u>Proposers shall include the related permitting and inspection costs within their proposal amount.</u>
- Submit all required proposal forms. If there are any missing proposal form pages, proposers may be disqualified.
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- Have necessary management and technical capability to perform any resulting contract;
- Be qualified as an established firm regularly engaged in the type of business to provide the items/work required by this solicitation;
- Be registered to do business in the State of Texas;
- Be in good standing with the State of Texas;
- Be otherwise qualified and eligible to receive a contract award under applicable laws and regulations.

Proposals deviating or taking exceptions to the solicitation requirements may not be considered. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.

6. **<u>Preparation for Proposal; Proposal Submittal</u>**

a. A proposal shall be complete, must include information provided on the attached forms, and may include any other forms or documents to support the proposal submitted by the contractor and shall be signed by an authorized official of the company submitting the proposal. The person signing the proposal shall initial any changes or erasures appearing on the proposal forms.

b. Proposers may respond to this CSP by submitting 1 original and 1 copy of proposals and an electronic copy on a USB flash drive. A proposal shall be submitted by delivering proposals no later than the exact date/time and at the place indicated in the solicitation. The required documentation and forms must be completed, signed, scanned, and enclosed in Proposer's sealed envelope. The envelope shall identify the name and address of the proposer and shall contain the proposal security and other required documents.

c. All proposal packages must be sealed and must be clearly marked with the following:
   - Proposer's name, address and telephone number
   - Marked with "GCT Center for Good and The Excel Center Exploration Center"

The sealed proposal package shall be submitted to:

GOODWILL CENTRAL TEXAS / THE EXCEL CENTER
Attn: Aaron Moncibaiz
Goodwill Community Center
1015 Norwood Park Blvd.
Austin, TX 78753

7. **Selection Criteria**
In accordance with Sections 2269.153, 2269.155, and 2269.055 of the Texas Government Code, which are applicable to TEC, GCT/TEC will evaluate proposals on the basis of the following selection criteria:

Selection Criteria Weight Table

	Detailed Methodology for Scoring	Criteria Weight
	Price – Proposed Price Proposers will receive an assigned share of the total available points for this criterion based on the total monetary value of the Proposal according to banded point categories shown in the "Table of Awarded Points," below. A formula will be used as follows to determine the award band for proposals based on each proposer's percentage above the low bid: Percentage Above Low Bid=(Your combination of fees and general conditions/lowest proposed combination of fees and general conditions. The result of the formula will be used to proportion the points awarded based on the "Table of Awarded Points," below.	**35**
	Proposer's Experience & Reputation The Owner will consider the proposer's experience and reputation and the proposer's answers to the Questionnaire, including, but not limited to, the record of past performance, general reputation of the proposer, and the proposer's knowledge, reliability, character, integrity, skill, and stability; the proposer's experience with the scopes of work for this Project, including in Travis County, the proposer's experience with GCT/TEC, and the proposer's reputation for handling warranty work. Proposer's references (listed in proposer's A305) will be reviewed and evaluated (5 of the 15 points will be allocated for references; 1 point for each positive reference will be given, up to a maximum of 5 points).	**35**
	Quality of Proposer's services Proposer demonstrates consistent and average past and current workload to staff ratio, showing ability to adequately staff the work and company stability. Proposer shows no or limited past history of claims, suits, and failure to perform. Proposer shows ability to maintain cost with no cost increases. Proposer has a record of timely completion of work, compliance with laws, and warranty service. Owner will consider the answers to the Questionnaire which relate to the quality of the Proposer's services and other relevant information.	**5**
	Whether Proposer's financial capability is appropriate to the size and scope of the project Proposer's financial and technical resources will be evaluated. Proposer has a positive asset to liability ratio and adequate bonding capacity. Evaluation of Proposer's responses to Financial Information Questionnaire of this RFP will be considered.	**5**
	Proposer's Proposed Personnel Proposer's individual personnel proposed for the work in the RFP demonstrate similar project experience by showing high proportion of Travis County nonprofit/similar entity work, the proposer's experience with similar projects, projects of comparable cost, complexity, and timeframe to the work in the RFP. Organizational approach to the project is clear. Owner will review and evaluate the answers to the Questionnaire and resumes in proposer's A305 as well as other relevant information.	**5**
	Proposer's Safety Record Owner will consider the safety record of the proposer in determining to whom to award a contract resulting from this procurement solicitation. Failure to provide all required and/or relevant information relating to proposer's safety record will result in 0 points.	**5**
	Proposer's Ability to Complete Project on Time Proposer's ability to complete project on time; Proposer's proposed construction schedule meets or exceeds the Substantial Completion and Final Completion dates set forth herein.	**5**
	Proposer's Performance in Responding to Warranty Proposer has a positive demonstrated performance in responding to warranty claims.	**5**
	Total	**100**

Table of Awarded Points

Percentage Above Low	Percentage of Available Points Allocated
0% to 0.0125%	100.00%
0.0126% to 0.25%	99.00%
0.26% to 0.51%	97.50%
0.52% to 0.77%	96.00%
0.78% to 1.03%	94.50%
1.04% to 1.29%	93.00%
1.3% to 1.55%	91.50%
1.56% to 1.81%	90.00%
1.82% to 2.07%	88.50%
2.08% to 2.33%	86.50%
2.34% to 2.59%	84.50%
2.6% to 2.85%	82.50%
2.86% to 3.11%	80.50%
3.12% to 3.37%	78.50%
3.38% to 3.63%	77.50%
3.64% to 3.89%	76.50%
3.9% to 4.15%	75.50%
4.16% to 4.41%	74.50%
4.42% to 4.67%	73.50%
4.68% to 4.93%	72.50%
4.94% to 5.19%	71.50%
5.2% to 5.45%	70.50%
5.46% to 5.71%	69.50%
5.72% to 5.97%	68.50%
5.98% to 6.23%	67.50%
6.24% to 6.49%	66.50%
6.5% to 6.75%	65.50%
6.76% to 7.01%	62.50%
7.02% to 7.27%	59.50%
7.28% to 7.53%	56.50%
7.54% to 7.79%	53.50%
7.8% to 8.05%	50.50%
8.06% to 8.31%	47.50%
8.32% to 8.57%	44.50%
8.58% to 8.83%	41.50%
8.84% to 9.09%	38.50%
9.1% to 9.35%	35.50%
9.36% to 9.61%	32.50%
9.62% to 9.87%	29.50%
9.88% to 10.13%	26.50%
10.14% to 10.24%	23.50%
10.25% to 11%	17.50%
11.01% to 12%	11.50%
12.01% to 13%	5.50%
13.01% to 100%	0.00%

The final selection of a Contractor for this project will be based on the above-published selection criteria and ranking evaluation to determine the offeror that submits the proposal that offers the best value to GCT/TEC. GCT/TEC reserve the right to waive any informality and to reject or accept any or all Proposals. Proposals that have been opened may not be changed for the purpose of correcting an error in the price. Other than pricing, a proposer may have the right to change any other error or mistake in the proposal as may be permitted by applicable law and subject to the approval of GCT/TEC, unless such change would be in contravention of statutory or common law requirements or unless such change would give an unfair advantage to the proposer making such change.

8. **Terms and Conditions**

This procurement solicitation shall be in accordance with applicable law, including Subchapter D of Chapter 2269 of the Texas Government Code (Competitive Sealed Proposal Method of Procurement), GCT/TEC policy, and the following terms and conditions of this procurement solicitation:

a. Contract Award. Award of a contract, if any, will be made to the proposer who submits the proposal that offers the best value for GCT/TEC, based on (a) the selection criteria in this request for competitive sealed proposals and the weighted value for those criteria listed in this procurement solicitation; and (b) GCT/TEC's ranking evaluation. Tex. Gov't Code § 2269.155(a). GCT/TEC must first attempt to negotiate a contract with the selected proposer. GCT/TEC and their architect may discuss with the selected proposer options for a scope or time modification and any price change associated with the modification. Tex. Gov't Code § 2269.155(b). If GCT/TEC are unable to negotiate a satisfactory contract with the selected proposer, GCT/TEC must, formally and in writing, end negotiations with that proposer and proceed to the next proposer in the order of the selection ranking until a contract is reached or all proposals are rejected. Tex. Gov't Code § 2269.155(c).

This procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by the GCT/TEC Boards, if required. This solicitation is an invitation for sealed proposals and neither this solicitation nor the response or the proposal from any prospective proposer/contractor shall create a contractual relationship that would bind GCT/TEC until such time as GCT/TEC and the selected proposer/contractor sign a legally binding contract, which includes, without limitation, the terms required by GCT/TEC.

A response to this procurement solicitation is an offer to contract with GCT/TEC based upon the terms, conditions, scope of work, and specifications contained in this procurement solicitation and the construction documents. The contract between GCT/TEC and the Contractor shall be the "Standard Form of Agreement between Owner and Contractor," AIA Document A101-2017, as amended by GCT/TEC for this Project, along with the AIA Document A201-2017 General and Supplementary Conditions, as modified by GCT/TEC, and Exhibit A Insurance and Bonds Requirements to the A-101. GCT/TEC's modifications to the AIA Documents are included herein as **Exhibit B**. The selected Contractor for the Project will be expected to execute the AIA Contract Documents. No revisions to the AIA Contract Documents except project-specific language only will be allowed, and the selected Contractor is expected to execute the Contract Documents. If the Contractor is unable to execute the AIA Contract Documents in their modified form, the proposer must clearly indicate such in the proposal; any exceptions to the modified AIA Contract Documents should be noted in the proposal along with suggested wording for each exception, submitted in "track changes/redline" for each specific section. GCT/TEC will consider any such exceptions in their evaluation of the Proposer's proposal but are not obligated to accept any such exceptions or proposed modifications. If the Proposer and GCT/TEC are unable to resolve any exceptions to the mutual satisfaction of the parties, GCT/TEC reserve the right to reject the Proposer's proposal and award the Contract to another Proposer. Each Proposer, by making its proposal, represents that the Proposer has read, understands, and agrees to GCT/TEC's modifications to the AIA Documents. In the event that a project is awarded to a Proposer and the Proposer requests changes to the Contract Documents, GCT/TEC reserve the right to cancel the award and re-award the Project to an alternate Proposer. Requests to modify the terms of the Contract Documents during the pendency of this RFP will be denied.

b. Taxes. GCT/TEC is exempt from taxation, and no proposal shall include any costs for taxes to be assessed against GCT/TEC.

c. Appropriated Funds. The purchase of services and/or products that arises from this solicitation is contingent upon the availability of appropriated funds. In addition to other termination rights contained in the resulting contract, if any, GCT/TEC shall have the right to terminate the resulting contract at the end of the current or each succeeding GCT/TEC fiscal year if funds are not appropriated by GCT/TEC's respective Boards for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, GCT/TEC reserve the right to terminate the contract by giving the contractor a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of GCT/TEC or the contractor. Upon termination of the contract, GCT/TEC shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur.

d. Insurance. Contractor must obtain and keep in effect during the term of the contract, insurance coverage in the below listed types and minimum amounts. As evidence of insurance coverage, **Contractor must furnish to GCT/TEC certificate(s) of insurance as detailed in Exhibit A to the AIA Document A 101-2017 (see Section A. 3.1.1)**.

Type of Coverage	Amount of Coverage
Liability and other insurance	As detailed in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by GCT/TEC
Workers Compensation & Employers Liability Insurance	As detailed in Exhibit A hereto and Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by GCT/TEC

Contractor must perform the duties and responsibilities pertaining to required workers' compensation coverages, as detailed in Exhibit A and in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by GCT/TEC.

Contractor shall provide GCT/TEC with a certificate of coverage for each person providing services on the project, prior to that person's beginning work on the project. This provision includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracts directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the contract. Services include, but are not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

Contractor shall provide GCT/TEC with a new certificate of coverage showing extension of coverage:

(1) Before the end of the coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project; and
(2) No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.

e. Performance and Payment Bonds. The successful contractor, before beginning the work under any contract resulting from this procurement solicitation, is required to execute a performance bond and a payment bond as detailed in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by GCT/TEC (enclosed herein as Exhibit B). See also Section 5 of this RFP.

Proposers must provide, with their proposals, a letter of statement from a bonding company that the proposer general contractor is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation.

f. Permitting; Inspections. Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform the contract resulting from this procurement solicitation. Contractor must comply with all state and local building code requirements.

g. Safety Record of Proposer. GCT/TEC will consider the safety record of the proposer in determining to whom to award a contract resulting from this procurement solicitation. The safety record shall be defined as a proposer's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the proposer's insurance carrier, and a loss history covering all lines of insurance coverage carried by the proposer.

Proposers shall submit with their proposals:

a. Proposer's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years,
b. a loss analysis from the proposer's insurance carrier, and
c. a loss history covering all lines of insurance coverage carried by the proposer.

h. Conflict of Interest. TEC is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. As of September 1, 2015, any company who does business with TEC or who seeks to do business with TEC must fill out the Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. *See* Proposer Certification Forms.

i. Discrepancies. Any discrepancies within the Construction Documents, including between the Drawings and Specifications, or errors must be reported to the architect for interpretation. The architect will at all times endeavor to explain and interpret all discrepancies, but does not bind itself for any interpretation not in writing. In the event of discrepancies which have not been interpreted in writing or conflicts within the Contract Documents, including drawings and specifications, the Proposer shall consider that the greater value or quantity shall apply and the submitted Competitive Sealed Proposal shall reflect this fact.

j. Materials. Any reference in the Construction Documents to materials, products, equipment, fixtures, etc., shall not be construed as limiting competition in any manner; however, only the architect/engineer shall have the authority to determine whether a material is equal. No substitution will be allowed unless authorized in writing by the architect or engineer. See below section regarding Substitutions.

Where a definite material is specified, it is to set a standard, unless so noted that NO substitution allowed. Manufacturers of products not named in the Construction Documents will be required to show evidence satisfactory to the architect/engineer, that their product is equal in construction, similar in design, and will serve the intended purpose as the item specifically named.

k. Substitutions. The materials, products and equipment described in the Construction Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. **No substitution will be considered prior to receipt of Proposals unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Proposals.** Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the Proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final. If the Architect approves a proposed substitution prior to receipt of Proposals, such approval will be set forth in an Addendum. Proposer shall not rely upon approvals made in any other manner. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

8. **Proposal Format**

All proposals must include the following:

1. Title Page
2. Table of Contents
3. Business Identification
4. Compliance with Procurement Documents
5. Evidence to be used for evaluation/selection criteria
6. All required documentation and attachments (see #9, below)

Documentation must be complete.

9. **Required Documentation and Attachments**

The documentation and attachments listed below are required to be included with the proposal. All forms must be completed and signed.

Include the following for the Base Proposal:

1. Proof of Insurance – certificates of insurance of the types and amounts described in this procurement solicitation, including in Exhibit A and in Exhibit A to the AIA Document A101-2017, Insurance and Bonds, as modified by GCT/TEC (enclosed as Exhibit B hereto)
2. Letter of statement from a bonding company that the proposer is eligible to obtain both payment and performance bonds of the types described in this procurement solicitation
3. A list of proposed subcontractors for the Project
4. Proof of Proposer's Safety Record – Proposers must submit:
   a. Proposer's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years,
   b. a loss analysis from the proposer's insurance carrier, and
   c. a loss history covering all lines of insurance coverage carried by the proposer.

5. Attachment A – Proposal Forms – Base Proposal and Certification of Proposer; Alternate Proposals
6. Attachment B – Proposer Questionnaire and Qualification Statement
7. Attachment C – Proposer Certification Forms
8. Attachment D – Asbestos-Free Materials and Inspection
9. Attachment E – Acknowledgement of Final Completion Documents
10. Attachment F – W-9 Form
11. Attachment G – Service Provider Certifications

10. **Documents to be submitted with Proposal**
    a. A properly executed and current Contractor's Qualification Statement, AIA Document A305, and Contractor's references with the names of contact persons, telephone numbers and email addresses on the form included as **Attachment 1**;
    b. A resume for the Proposer's proposed Project Manager, stating his/her qualifications and experience on projects of similar scope and size; and
    c. A resume for the Proposer's proposed Project Superintendent, stating his/her qualifications and experience on projects of similar scope and size.

Exhibit A – Required Workers' Compensation Insurance Coverages

TEC shall use the following language for bid specifications and contracts for building or construction, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the contractor providing services on the project for the duration of the project.

The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The contractor shall post on each project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees providing services on the project for the duration of the project;
2. Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;

3. Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

4. Obtain from each other person with whom it contracts, and provide to the contractor:

   a. A certificate of coverage, prior to the other person beginning work on the project; and
   b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts to perform as required by items 1–6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The contractor's failure to comply with any of these provisions is a breach of contract by the contractor that entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

Exhibit B – AIA Documents A101-2017, Exhibit A to the AIA Document A101-2017, Insurance and Bonds; and A201-2017, all as amended by GCT/TEC

See Separate Exhibit B, to be released via an Addendum

Attachment 1 – Contractor References

Project: Goodwill Central Texas's Center for Good and The Excel Center's Exploration Center

Project #: 001A

General Contractor Name: ________________________________

***Submit with AIA A305 These Projects are to have been completed within the last 5 years.**

Project Name:	
Description:	Completion Date:
Contract Amount: $	Square Footage:
OWNER	**ARCHITECT**
Contact Name:	Contact Name:
Phone Number:	Phone Number:
Email Address:	Email Address:

Project Name:	
Description:	Completion Date:
Contract Amount: $	Square Footage:
OWNER	**ARCHITECT**
Contact Name:	Contact Name:
Phone Number:	Phone Number:
Email Address	Email Address:

Project Name:	
Description:	Completion Date:
Contract Amount: $	Square Footage:
OWNER	**ARCHITECT**
Contact Name:	Contact Name:
Phone Number:	Phone Number:
Email Address:	Email Address:

Project Name:	
Description:	Completion Date:
Contract Amount: $	Square Footage:
OWNER	**ARCHITECT**
Contact Name:	Contact Name:
Phone Number:	Phone Number:
Email Address:	Email Address:

Project Name:	
Description:	Completion Date:
Contract Amount: $	Square Footage:
OWNER	**ARCHITECT**
Contact Name:	Contact Name:
Phone Number:	Phone Number:
Email Address:	Email Address:

ATTACHMENT A: PROPOSAL FORM PART 1 - BASE PROPOSAL

PROJECT TITLE: **Goodwill Central Texas's Center for Good and The Excel Center's Exploration Center**
Location: **1015 Norwood Park Blvd., Austin, TX 78753**

Name of Proposer/Contractor: ____
Address: __________________________ ____________________
Telephone: ____
Fax: ____
E-mail: ____

Receipt of Addenda: _______________________ _______________________

Substantial completion for the entire Project shall be: ____________________ (Proposer to insert date)

1	**Total Proposal Amount Base Proposal for <u>Goodwill Central Texas's Center for Good</u>**	______________________________ amount written (this governs) including allowance of $75,000 for GCT's Center for Good construction contingency	$______________ including allowance of $75,000 for GCT's Center for Good construction contingency
2	**Total Proposal Amount Base Proposal for <u>The Excel Center's Exploration Center</u>**	______________________________ amount written (this governs) including allowance of $112,500 for TEC's Exploration Center construction contingency	$______________ including allowance of $112,500 for TEC's Exploration Center construction contingency
3	**Total Proposal Amount Base Proposal for both <u>Goodwill Central Texas's Center for Good & The Excel Center's Exploration Center</u>**	______________________________ amount written (this governs) including allowances of $75,000 for GCT's Center for Good and $112,500 for TEC's Exploration Center construction contingencies	$______________ including allowances of $75,000 for GCT's Center for Good and $112,500 for TEC's Exploration Center construction contingencies

The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above-referenced project for the proposal amount(s) listed. The undersigned acknowledges and agrees that separate accounting and pay applications are required for the Goodwill Central Texas's Center for Good Project and The Excel Center's Exploration Center Project due to separate sources of funding.
Proposal prices are firm for acceptance by GCT/TEC for 60 days from the date opening of proposals has occurred.

Signed By: ____________________________

Name: ____________________________
(Type or Print)

Title: ____________________________
(Type or Print)

ATTEST: ____________________________
(Secretary, if Proposer is a Corporation)

SEAL:
(If Corporation)

ATTACHMENT A: PROPOSAL FORM PART 2 - ALTERNATE PROPOSALS

PROJECT TITLE: **Goodwill Central Texas's Center for Good and The Excel Center's Exploration Center**
Location: **1015 Norwood Park Blvd., Austin, TX 78753**

Name of Proposer/Contractor: ____
Address: __________________________ ____________________
Telephone: ____
Fax: ____
E-mail: ____

1	**Alternate No. 1:** Plastic laminate in lieu of solid surface for SLD-1.	____________________ amount written (this governs)	$____________
2	**Alternate No. 2:** TBD	____________________ amount written (this governs)	$____________
3	**Alternate No. 3:** TBD	____________________ amount written (this governs)	$____________

The undersigned hereby proposes to furnish all labor, materials, supervision and any other services necessary to complete the above-referenced project for the proposal amount(s) listed. The undersigned acknowledges and agrees that separate accounting and pay applications are required for the Goodwill Central Texas's Center for Good Project and The Excel Center's Exploration Center Project due to separate sources of funding.

Proposal prices are firm for acceptance by GCT/TEC for 60 days from the date opening of proposals has occurred.

Signed By: ____________________________

Name: ____________________________
(Type or Print)

Title: ____________________________
(Type or Print)

ATTEST: ____________________________
(Secretary, if Proposer is a Corporation)

SEAL:
(If Corporation)

CERTIFICATION OF PROPOSER

The undersigned Proposer has carefully examined all instructions, requirements, specifications, terms and conditions of this procurement solicitation and the construction documents and certifies:

1. It is a reputable company regularly engaged in providing construction services necessary to meet the requirements, specifications, terms and conditions of the procurement solicitation.
2. The Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Proposer's personal observations with the requirements of the proposed Contract Documents.
3. It has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements, specifications, terms and conditions of this procurement solicitation. Further, if awarded, the Proposer agrees to perform the requirements, specifications, terms and conditions of this procurement solicitation and to obtain final completion for the entire project on or before the Substantial and Final Completion dates listed in the RFP/Contract Documents.
4. Proposer proposes to furnish all labor, materials, supervision and any other services necessary to complete the project for the proposal amount(s) listed on Attachment A. The Proposal is based upon the materials, equipment and systems required by the Procurement Documents without exception. The undersigned certifies that the amount(s) contained in Attachment A have been carefully checked and are submitted as correct and final.
5. All statements, information, and representations prepared and submitted in response to this procurement solicitation are current, complete, true, and accurate. Proposer acknowledges that GCT/TEC will rely on such statements, information, and representations in selecting the successful proposer. Proposer shall be bound by all statements, representations, warranties, and guarantees made in its proposal.
6. It is not currently barred or suspended from doing business with the Federal government, any of the members represented, or any of their respective agencies.
7. That all of the requirements of this procurement solicitation and the construction documents have been read and understood, including any amendments/addenda. In addition, compliance with all requirements, terms and conditions will be assumed by GCT/TEC if not otherwise noted in the proposal.
8. The individual signing below has authority to submit this proposal on behalf of Proposer.

PROJECT TITLE:	**Goodwill Central Texas's Center for Good and The Excel Center's Exploration Center**		
PROPOSER NAME:			
AUTHORIZED SIGNATURE:			
PRINT NAME:			
TITLE:			
DATE:			
ADDRESS:			
CITY, STATE, ZIP CODE:			
PHONE:		**FAX:**	
EMAIL ADDRESS:			
WEBSITE URL:			

ATTACHMENT B – BUSINESS QUESTIONNAIRE & QUALIFICATION STATEMENT

FIRM NAME: ____

CONTACT PERSON'S NAME AND PHONE NUMBER:

____

Do you or any officer, partner, owner, sales representative, and/or spouse work for either Goodwill Central Texas or The Excel Center? ☐ Yes ☐ No

If yes, please specify: ____

Please indicate how you became aware of this procurement.

Source: ____

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be provided in a separate format, but the information requested below is to be provided in this format.

1. Firm Information

1.1. Name of Firm:
1.2. Address of Principal Office
1.3. Phone and Fax:
1.4. Form of Business Organization (corporation, partnership, individual, joint venture, other?)
1.5. Year Founded:
1.6. Primary Individual to Contact:

2. Organization

2.1. How many years has your organization been in business in its current capacity?
2.2. How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
2.3. If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.
  2.3.1. If your organization is a partnership, answer the following: Date of organization, Type of partnership (if applicable), and Name(s) of general partner(s).
  2.3.2. If your organization is individually owned, answer the following: Date of organization, Name of owner.
  2.3.3. If the form of your organization is other than those listed above, describe it and name the principals.
2.4. What is the annual dollar value of work done in the Travis County area for the five-year period of 2021-2025, and what percentage of your total work does this represent?
2.5. What percentage of your work in the last five years has been nonprofit, charter school, or K-12 school construction?

3. Experience

3.1. Completed Work within the last five years: List up to the last ten (10) nonprofit, charter school, or projects of similar scope constructed by your organization; For each project, provide the name, nature of the project/function of the building, construction delivery method, size (SF), location, cost, contractual completion date, actual completion date, owner and architect (and their phone numbers). **Please limit this section to fifteen (15) total pages.**

3.2. Current Work: List up to ten (10) school facility projects currently under construction by your organization, particularly in the greater Travis County area; For each project, provide the name, nature of the project/function of the building, project delivery method, size (SF), location, cost, contractual completion date, actual completion date, owner and architect (and their phone numbers).

3.3. Using one or more of the projects listed in 3.1 and 3.2 as examples, describe the pre-construction services provided and the benefits to the Owner from using your organization as their Contractor. Please limit response to two (2) pages.

3.4. List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces?

3.5. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

3.6. Claims and suits (If the answer to any of the questions below is yes, please provide details).

a. Has your organization ever failed to complete any work awarded?
b. Are there any judgments, claims, mediation or arbitration proceedings or suits, pending or outstanding against your organization or its officers?
c. Has your organization filed or been involved in any lawsuits, mediation, or arbitration with regard to construction contracts within the last five years?

3.7. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please provide details.)

3.8. Describe your organization's safety program. List any safety awards your company has received within the past 5 years.

4. Financial Information

4.1. Attach an audited financial statement, including your organization's latest balance sheet and income statement showing the following items:

a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
b. Non-current assets (e.g., net fixed assets, other assets).
c. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
d. Non-current liabilities (e.g., notes payable).
e. Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).

4.2. Name and address of firm preparing attached financial statement and date thereof.

4.3. Is the attached financial statement for the identical organization named under item 4.1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent subsidiary).

4.4. Will the organization whose financial statement is attached act as guarantor of the contract for construction?

4.5. Provide name, address and phone number of your financial institution.

4.6. Surety: Name of bonding company and name address, and phone number of agent.

4.7. A statement showing your firm's total bonding capacity as well as the firm's current available bonding capacity.

4.8. Your firm's insurance certificate showing coverage limits for commercial general liability, automobile, workers compensation, and umbrella policies.

5. Personnel

5.1. Given the scope and schedule of the project(s), identify the available personnel proposed (i.e., Project Manager, Job Superintendent or Superintendent(s), and Field Operations) to work on the project(s). Provide a resume and references for each individual. Include the years with the firm, and projects worked on with dates. GCT/TEC may interview the Project Manager/Job Superintendent who will be assigned to the project. Please reference these personnel to projects listed in items 3.1 and 3.2 and explain how these personnel align with the proposed projects.

5.2. Company Philosophy:

a. What do you bring to the project team (GCT/TEC, Architect and Contractor) that is unique?

b. What is your role in ensuring that the Architect, Owner and Contractor work as a team? How will you resolve team conflict?

CERTIFICATION OF RESIDENCY

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code under Chapter 2252, Subchapter A. This law makes it necessary for TEC to determine the residency of its Vendors. In part, this law reads as follows:

Section: 2252.001: "Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002: "A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting bid is a resident bidder: ☐ Yes ☐ No

City and state of vendor's principal place of business: ____________________________________

Contractor's Name/Company Name:

Address, City, State, and Zip Code: ____

Phone Number:________________________________Fax Number: ______________________

Printed Name and Title of Authorized Representative:_____________________________________

Email Address: ____

Signature of Authorized Representative: ____

Date: ____________________

CERTIFICATION REGARDING VENDOR'S CONFLICT OF INTEREST

For purposes of this certification, "Vendor" means "a company, individual, contractor, subcontractor, or professional services provider with whom an open-enrollment charter school enters into an agreement, contract, memorandum of understanding, interlocal agreement, fee schedule, retainer, or similar instrument for goods or services." TEX. EDUC. CODE § 11.067(a). Vendor acknowledges that it commits a criminal offense if Vendor bids on or receives a contract from The Excel Center if any individual serving on The Excel Center's Board (1) has a substantial interest in the Vendor or a subcontractor hired by the Vendor (meaning the trustee owns more than 10% of the voting interest in the Vendor or has a direct or indirect participating interest by shares, stock, or otherwise, regardless of whether voting rights are included, in more than 10% of the profits, proceeds, or capital gains of the Vendor); (2) is related in the second degree by consanguinity or affinity to an individual who has a substantial interest in the Vendor; or (3) has received or has been promised a gift or in-kind services with a value of more than $250.

______ Initials of Authorized Representative of Vendor

CERTIFICATION REGARDING NO DIVERSITY, EQUITY, AND INCLUSION DUTIES

For purposes of this certification, "diversity, equity, and inclusion duties" means (1) influencing hiring or employment practices with respect to race, sex, color, or ethnicity except as necessary to comply with state or federal antidiscrimination laws; (2) promoting differential treatment of or providing special benefits to individuals on the basis of race, color, or ethnicity; (3) developing or implementing policies, procedures, trainings, activities, or programs that reference race, color, ethnicity, gender identity, or sexual orientation except: (A) for the purpose of student recruitment efforts by colleges and universities designated as historically black colleges and universities in collaboration with open-enrollment charter schools; or (B) as necessary to comply with state or federal law; and (4) compelling, requiring, inducing, or soliciting any person to provide a diversity, equity, and inclusion statement or giving preferential consideration to any person based on the provision of a diversity, equity, and inclusion statement." TEX. EDUC. CODE § 11.005(a). In accordance with Texas Education Code § 11.005, Vendor hereby certifies that it does not and will not engage in diversity, equity, and inclusion duties at, for, or on behalf of The Excel Center. Vendor acknowledges that if Vendor engages in DEI duties, the Vendor's Agreement with The Excel Center is subject to termination; any appeal of any termination shall be governed by The Excel Center's member of the public complaint/grievance policy/procedures.

______ Initials of Authorized Representative of Vendor

THE EXCEL CENTER CONFLICT OF INTEREST DISCLOSURE STATEMENT

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

1) If the vendor has an employment or other business relationship with a local government officer of TEC or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of TEC, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of TEC.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

- ***The Excel Center Charter Holder Board and Goodwill Education Board include:***

Richard Shields	Wes Burke	Bril Flint	Kirsten Hund
Mike Clifford	Delbert Bray	Anahita Cameron	Margaret Moten
Elizabeth Gunter	Cheryl Koury	Jenny Everett	Marian Wallace
Corky Logue	Katina Keyon	Rob Neville	

- ***Current local government officers include, but are not limited to:***

Aaron Moncibaiz	Theresa Rappaport	Susan Lavender	Heather Briscoe
Natalie Elliott	Sharon Evans	Dayna Swain	

If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it. In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware that a conflict of interest exists.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

Date Received

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

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

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

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

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

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

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

____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

______________________________ ______________________________ ______________

Name of signatory | Signature | Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

FELONY CONVICTION NOTICE FORM

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement 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 the agreement 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".

Subsection (c) states "this section does not apply to 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 information furnished is true to the best of my knowledge.

Contractor's Name/Company Name: ____

Authorized Official's Name (Printed or Typed): ______________________________________

You must select one and sign below:

☐ Firm is a publicly held corporation; therefore the above reporting requirement does not apply per Section 44.034, Texas Education Code, Subsection (c).

☐ Contractor/Firm **is not** owned nor operated by anyone who has been convicted of a felony.

☐ Contractor/Firm **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

Name of Individual(s): ____

Detail of Conviction(s): ____

(Attach additional pages if necessary.)

Signature of Company Official: ______________________________________

Date: _________________________

<u>CONFIDENTIALITY DECLARATION FORM</u>

INFORMATION SUBMITTED TO THE EXCEL CENTER IN CONNECTION WITH THIS PROCUREMENT SOLICITATION OR THE AGREEMENT IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

As a governmental body, TEC is subject to the Texas Public Information Act found in Chapter 552, Texas Government Code. Proposals and other information submitted to TEC in connection with this procurement solicitation or the Agreement may be subject to release as public information. If a Vendor believes that part(s) of its proposal or any other information submitted by Vendor to TEC in connection with this procurement solicitation or the Agreement contain confidential, proprietary, and/or trade secret information or otherwise may be excepted from disclosure under Texas law, the Vendor must clearly and conspicuously mark the applicable information as "CONFIDENTIAL."

Marking information as "CONFIDENTIAL" does not guarantee that the information will be withheld from disclosure. If TEC receives a request for public information involving information that Vendor has clearly and conspicuously marked as "CONFIDENTIAL," TEC will respond pursuant to Chapter 552, Texas Government Code, which may or may not require that TEC provide notice of the request to Vendor. Vendor understands and agrees that it is solely responsible for submitting to the Attorney General of Texas each reason why the requested information should be withheld and a letter, memorandum, or brief in support of that reason. TEC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information submitted by Vendors, and **Vendor hereby waives any claim against and releases from liability TEC, its respective officers, employees, agents, and attorneys with respect to disclosure of information provided under or in connection with this procurement solicitation or the Agreement or otherwise created, assembled, maintained, or held by Vendor or TEC and determined by TEC, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act**. Further, even if Vendor marks information as "CONFIDENTIAL," **<u>Vendor expressly agrees that TEC may disclose Vendor's proposal, including, but not limited to, pricing information, to other governmental entities.</u>**

Please check **<u>ONLY ONE</u>** of the following options:

> **<u>Declaration of Confidentiality</u> – Vendor <u>HAS</u> clearly and conspicuously marked information contained in its proposal and/or other information submitted by Vendor to TEC in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor declares that the information marked by Vendor as "CONFIDENTIAL" contains confidential, proprietary, and/or trade secret information and is excepted from disclosure under Chapter 552, Texas Government Code.**

> **<u>Waiver of Confidentiality</u> – Vendor <u>HAS NOT</u> marked any information contained in its proposal and/or other information submitted by Vendor to TEC in connection with this procurement solicitation or the Agreement as "CONFIDENTIAL." Vendor certifies that it has not submitted any confidential, proprietary, and/or trade secret information to TEC and that its proposal and all other information—including any pricing information—submitted by Vendor to TEC in connection with this procurement solicitation or the Agreement is subject to disclosure under Chapter 552, Texas Government Code. Vendor hereby expressly waives any claim of confidentiality with respect to its proposal and/or any other information—including any pricing information—submitted by Vendor to TEC in connection with this procurement solicitation or the Agreement.**

____
Vendor Name

____ ________________________
Printed Name of Authorized Officer/Representative of Vendor **Title**

________________________________ ________________________
Signature **Date**

ATTACHMENT D – ASBESTOS-FREE MATERIALS AND INSPECTION

If awarded the project, the Contractor shall be responsible for ensuring that no asbestos containing building materials are used in the construction. The Contractor shall take whatever measures it deems necessary to ensure that all employees, suppliers, fabricators, and subcontractors, comply with this requirement.

At Final Completion the Contractor shall provide a certification letter certifying that the work does not contain asbestos containing building materials.

I hereby certify that I have read, understood and agree to the terms mentioned in this document.

Signature:_________________________________

Printed Name & Title: ____

Company Name: ____

Date: ____

ATTACHMENT E – ACKNOWLEDGEMENT OF FINAL COMPLETION DOCUMENTS

If awarded this project, the General Contractor shall provide the following items at the project's final completion stage. The retainage shall not be released until all of the items have been fulfilled.

1. Completion of all discrepancies (punch list items) noted at the time of Substantial Completion
2. Submission of record drawings and specifications, and other record documents as required by contract documents.
3. Completion of all Owner training
4. Submission of all contractually-required attic stock and spare parts
5. Submission of all final Operation & Maintenance documents and other closeout deliverables
6. Submission of consent of surety to release retainage and final payment application.
7. Submission and approval of all remaining change order proposals, claims, and applications for payment
8. Payment of all costs incurred for equipment, material, labor and services against the Project
9. Submission of Asbestos Free Materials certification letter and certifications for lead and PCB's.
10. No liens have been attached against the project
11. No suits are pending by reason of Work on the Project Under the Contract for Construction
12. All workers' compensation claims are covered by Workers' Compensation Insurance as required by law
13. All insurance required of the Contractor beyond final payment, if any, is in effect and will not be cancelled or allowed to be expired without notice to the owner
14. All public liability claims are adequately covered by insurance and that the builder shall save, protect, defend, indemnify, and hold the Owner harmless from and against any and all claims which arise as direct or indirect result of any transaction, event occurrence, or omission related to performance of the work completed under said Contract for Construction
15. All Work and Material Warranties Provided.
16. Unconditional Final Payment Release and Waiver Document Provided.
17. All inspections by governmental authorities having jurisdiction over the project must have been finalized and any remedial work required by those authorities must also be completed.
18. Certificate of Occupancy Provided.

I hereby certify that I have acknowledged and agree to provide the items listed in this document during the final completion stage if I were to be awarded with this project.

Signature: ___________________________________

Printed Name & Title: ____

Company Name: ____

Date: ____

ATTACHMENT F – W-9 FORM

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

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

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

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

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

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

☐ Other (see instructions) ______

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

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

Exempt payee code (if any) ______

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

(Applies to accounts maintained outside the United States.)

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

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

What's New

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

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

Purpose of Form

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

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

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

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

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

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

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

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

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

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

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

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

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

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

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

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

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

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

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

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

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

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

ATTACHMENT G – SERVICE PROVIDER CERTIFICATIONS

TEX. EDUC. CODE CH. 22A CERTIFICATION REGARDING REQUIREMENT TO REPORT MISCONDUCT AND PROHIBITION OF INDIVIDUALS LISTED ON REGISTRY

Vendor hereby certifies that pursuant to Texas Education Code Section 22A.052, no employee or subcontractor of Vendor who has or will have direct contact with students has engaged in or will engage in, with a student or minor, any of the following misconduct: abuse; commission of an unlawful act; involvement or solicitation of a romantic relationship; solicitation or engaging in sexual contact with a student or minor; inappropriate communications; failure to maintain appropriate boundaries. Vendor acknowledges that if Vendor becomes aware of any evidence of misconduct by an employee or subcontractor, Vendor agrees to immediately report such to a TEC official and to cooperate with the investigation of the alleged misconduct by The Excel Center, TEA/SBEC, and/or law enforcement.

Vendor further certifies that pursuant to Texas Education Code Section 22A.151, no person who is listed on TEA's registry of persons not eligibility for provision of services to educational entities may act as a service provider for The Excel Center and agrees not to employ, as an employee, contractor, or subcontractor, any person to act as a service provider for The Excel Center who is listed on the registry.

______ Initials of Authorized Representative of Vendor

TEX. EDUC. CODE CH. 22A PRE-SERVICE AFFIDAVIT

Pursuant to Texas Education Code Section 22A.055, any person who will act as a service provider for The Excel Center, using the form adopted by TEA, must consent for release of the person's employment records and a pre-service affidavit with specified disclosures. Vendor shall ensure that each employee and subcontractor providing services to a The Excel Center completes the pre-service affidavit, available at: https://tea.texas.gov/texas-educators/investigations/pre-employment-affidavit-for-educators. If a determination is made that a person providing services failed to disclose information required to be disclosed under Section 22A.055, the person against whom the determination is made shall not be permitted to act as a service provider for The Excel Center and is grounds for termination of Vendor's Agreement with The Excel Center.

______ Initials of Authorized Representative of Vendor

TEX. EDUC. CODE CH. 22 NATIONAL CRIMINAL HISTORY RECORD INFORMATION CERTIFICATION

Background: Texas Education Code Chapter 22 requires that criminal history records be obtained regarding covered employees of entities that contract with school districts ("Contractors") and entities that contract with charter school district contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a charter school. Contractors shall (1) complete this form certifying compliance with the requirements of Texas Education Code Chapter 22 to TEC; and (2) provide a copy of this form to each subcontractor for completion certifying compliance with the requirements of Texas Education Code Chapter 22 to TEC and Contractor.

Criminal history records will be obtained by either the Contractor/Subcontractor or TEC, as follows:

(1) Contractor/Subcontractor: Pursuant to guidance from the Texas Education Agency, the only contractors/subcontractors who will be granted access to fingerprint criminal history are those who qualify for access under the National Child Protection Act (NCPA), specifically, those contractors/subcontractors who provide "care or care placement services" and are based in Texas. All entities qualifying for access under the NCPA are required to obtain their covered employees' criminal histories, certify compliance to TEC (and, in the case of a Subcontractor, certify compliance to Contractor and TEC), and obtain similar certifications from their subcontractors. For more information or to set up an account, a contractor/subcontractor should contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

(2) TEC: All entities who do not qualify for access to fingerprint criminal history under the NCPA (in other words, all contractors/subcontractors who do not provide "care or care placement services" or are not based in Texas) are required to follow the instructions listed below, so that TEC may obtain their covered employees'

criminal histories, as applicable. **<u>Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.</u> <u>Should TEC pay any costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees to reimburse TEC for such costs; in the event Contractor fails to reimburse TEC for the costs of fingerprinting Contractor/Subcontractor employees, Contractor agrees that TEC may deduct such costs from any payment due and owing by TEC to Contractor.</u>**

Definitions:
<u>Covered employees</u>: Employees of a contractor/subcontractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. TEC will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

<u>Continuing duties related to contracted services:</u> Work duties that are performed pursuant to a contract to provide services to a school entity on a regular, repeated basis rather than infrequently or one-time only. *See* 19 TEX. ADMIN. CODE §153.1101(2).

<u>Direct contact with students:</u> The contact that results from activities that provide substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional district employee. Contact with students that results from services that do not provide substantial opportunity for unsupervised interaction with a student or students, such as addressing an assembly, officiating a sports contest, or judging an extracurricular event, is not, by itself, direct contact with students. However, direct contact with students does result from any activity that provides substantial opportunity for unsupervised contact with students, which might include, without limitation, the provision of coaching, tutoring, or other services to students. *See* 19 TEX. ADMIN. CODE §153.1101(7).

<u>Public Works Exception to Covered Employees</u>: Covered employees do <u>not</u> include employees of a contracting or subcontracting entity that is providing engineering, architectural, or construction services on a project to design, construct, alter, or repair a public work if: (1) the public work does not involve the construction, alteration, or repair of an instructional facility as defined by Texas Education Code Section 46.001; (2) the employee's duties will be completed more than seven (7) days before a new instructional facility will be used for instruction; or (3) for an existing instructional facility, the work area contains sanitary facilities separated from all areas used by students by a fence at least six (6) feet high, and the Contractor adopts, informs employees of, and enforces a policy prohibiting employees and any subcontractor's employees from interacting with students or entering areas used by students.
<u>Disqualifying criminal history</u>: (1) a conviction or other criminal history information designated by TEC; or (2) a felony or misdemeanor offense that would prevent a person from being employed under Texas Education Code § 22A.157, that is: if a person has been (a) convicted or placed on deferred adjudication community supervision for an offense requiring registration as a sex offender; the sale, distribution, or display of harmful material to a minor; improper relationship between educator and student; a felony offense of public indecency; a felony offense of public indecency; a felony offense involving school property; or an equivalent crime in another state; or (b) convicted of a Title 5 felony or an equivalent crime in another state.
<u>Types of Criminal History Record Information</u>:

- For employees hired by Contractor/Subcontractor before January 1, 2008—Any law enforcement or criminal justice agency.
- For employees hired by Contractor/Subcontractor on or after January 1, 2008—National criminal history information from the Texas Department of Public Safety criminal history clearinghouse.

On behalf of ("Contractor/Subcontractor"), I, the undersigned authorized signatory for Contractor/Subcontractor, certify to The Excel Center ("TEC") (and, in the case of a Subcontractor, certify to Contractor and TEC) that [check one]:

[ ] None of the employees of Contractor/Subcontractor are *covered employees*, as defined above. If this box is checked, I further certify that Contractor/Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Contractor/Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided. If TEC, in its sole

discretion, determines that employees of Contractor/Subcontractor are *covered employees*, as defined above, Contractor/Subcontractor will provide TEC with the name, date of birth, and any other requested information of such covered employees so that TEC may obtain criminal history record information on the covered employees, upon request of TEC.

Or

[ ] Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/ Subcontractor qualifies for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

(1) Contractor/Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify TEC in writing within 3 business days.

(3) Upon request, Contractor/Subcontractor will provide TEC with the name, date of birth, and any other requested information of covered employees so that TEC may obtain criminal history record information on the covered employees. *Or*

[ ] Some or all of the employees of Contractor/Subcontractor are *covered employees*, and Contractor/Subcontractor does <u>not</u> qualify for access to fingerprint criminal history under the National Child Protection Act. If this box is checked, I further certify that:

(1) <u>For all covered employees hired by Contractor/Subcontractor before January 1, 2008</u>, Contractor/Subcontractor has obtained all required criminal history record information. None of the covered employees has a disqualifying criminal history. If Contractor/Subcontractor receives information that a covered employee subsequently has a reported criminal history, Contractor/Subcontractor will immediately remove the covered employee from contract duties and notify TEC in writing within 3 business days. Upon request, Contractor/Subcontractor will provide TEC with the name, date of birth, and any other requested information of covered employees so that TEC may obtain criminal history record information on the covered employees.

(2) <u>For each covered employee hired by Contractor/Subcontractor on or after January 1, 2008</u>, Contractor/Subcontractor has attached a separate page(s) listing the following information regarding each covered employee, so that TEC may obtain the covered employees' criminal history record information: (a) Full name (first, middle, and last); and (b)Date of birth.

(3) Contractor/Subcontractor shall provide the "Texas Fingerprint Service Code Form" document to all covered employees and ensure that they schedule fingerprinting appointments in a timely manner. Any covered employee whose criminal history record information is not received by TEC at least ten (10) TEC business days prior to the start of the services to be performed by Contractor/Subcontractor at TEC is subject to exclusion from service, in TEC's sole discretion, until his or her criminal history record information can be obtained and reviewed by TEC. <u>**Contractor/Subcontractor is responsible for the payment of all fingerprinting costs.**</u> In accordance with the Texas Education Agency guidance, because Contractor/Subcontractor does not qualify for access to fingerprint criminal history under the NCPA, it will not be permitted to view the criminal history record information from DPS.

(4) Contractor/Subcontractor agrees that TEC will review each covered employee's criminal history record information, together with the employee's qualifications, background, and experience, based on information gathered by TEC through the procurement and/or contracting processes, to determine, in TEC's sole discretion, whether any covered employee(s) should be prohibited from serving at TEC. TEC will notify Contractor/Subcontractor of its determination.

(5) If TEC at any time receives information that a covered employee subsequently has a reported disqualifying criminal history or should be prohibited from serving at TEC, in TEC's sole discretion, for any other reason, including, but not limited to, the employee's qualifications, background, and experience, based on information gathered by TEC through the procurement and/or contracting processes, TEC will notify Contractor/Subcontractor of its determination. Contractor/Subcontractor will immediately remove the covered employee from contract duties.

If TEC, in its sole discretion, objects to the assignment of a covered employee for any reason, including, but not limited to, on the basis of the covered employee's criminal history record information and/or insufficient qualifications, lack of experience, and the like, based on information gathered by TEC through the procurement and/or contracting processes, Contractor/Subcontractor agrees to discontinue using that covered employee to provide services at TEC.

I also certify to TEC (and, in the case of a Subcontractor, certify to Contractor and TEC) on behalf of Contractor/Subcontractor that Contractor/Subcontractor has required its subcontractors to comply with Texas Education Code, Chapter 22 and obtained certifications from its subcontractors of such compliance. Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

______________________________	______________________________	__________
Signature	Title	Date

***** Upon contract award, the winning proposer/Contractor will be provided TEC's service code form to have its and its subcontractors' covered employees fingerprinted.**