



REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER-AT-RISK

For the
2022 Bond
For the
Angleton Independent School District

Issued: November 9, 2022

**ANGLETON INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSAL
FOR CONSTRUCTION MANAGER-AT-RISK
SERVICES**

Pursuant to the provisions of Texas Government Code Section 2267.253, it is the intention of the Angleton Independent School District (the "District" or "Owner") to select via the one- step Request for Proposal process a Construction Manager-at-Risk for the construction of the project described herein. Persons or entities submitting proposals are referred to herein as "Offeror(s)".

Proposals are to include the information requested in Section II of this Request for Proposals in the sequence and format prescribed. In addition to and separate from the requested information, Offerors submitting proposals may provide supplementary materials further describing their capabilities and experience.

**PROPOSALS MUST BE RECEIVED NO LATER THAN
10:00 AM, DECEMBER 2, 2022
LATE RESPONSES WILL NOT BE CONSIDERED**

Any proposal received after such time will not be considered and will be returned unopened. Proposals will be received by:

Connie Cox
Director of Finance
Angleton Independent School District
1900 N. Downing
Angleton, Texas 77515

Proposal envelopes must be plainly marked on the outside with the Offeror's name and address and the following:

**SEALED PROPOSAL – DO NOT OPEN
22-CMAR-BOND
DUE AT 10:00 AM, DECEMBER 2, 2022**

Following the deadline for receipt, the District's staff will receive, publicly open, and read aloud the names of the Offerors and all fees and prices stated in the proposals. Within forty-five (45) days following the date of the opening, the Selection Committee, consisting of representatives of the District will evaluate and rank each proposal submitted in relation to the selection criteria set forth herein. The District may also request additional information from Offerors at any time prior to final ranking of Offerors. The District may select all, some, or none of the Offerors for interviews by the Selection Committee. The interview, if any, will not be scored separately from the proposal, but may result in an adjustment in score. A recommendation will be made to the Board of Trustees as to the ranking of the proposals.

Following the Committee's ranking of the Offerors based on the published selection criteria, and recommendation to the Board of Trustees, the District will attempt to negotiate an agreement with the Offeror that offers the best value to the District. If the District is unable to negotiate an agreement with the selected Offeror, the District shall, formally and in writing, end negotiations with that Offeror and begin the negotiation process with the next ranked Offeror in the order of selection ranking until a contract is reached or negotiations with all ranked Offerors end.

Pursuant to the Texas Government Code Section 2269.254, the District will rank the proposals based on the following criteria and relative weights:

<u>WEIGHT</u>	<u>CRITERIA</u>
20/20	The Construction Manager's Fee and General Conditions.
20/20	The reputation and experience of the Proposer and their services with similar school projects and conditions as a Construction Manager.
20/20	The Quality of the Construction Manager's work and services.
20/20	The Construction Manager's past relationship with the District. (Criteria will be graded with all proposers starting at 10 points. Good experience will increase from 10, while bad experience will decrease).
10/10	The experience and reputation of the Construction Manager's project team that would be assigned.
5/5	The Construction Manager's financial capacity appropriate to the size and scope of the project. (Provide the last fiscal year's financial report).
5/5	Safety Record. Provide information regarding EMR (Employee Modifier Rate) or OSHA incident rate.

All responses in your proposal may be used to rank construction managers based on the criteria. The District reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in your proposal.

By submitting a Proposal, each Offeror agrees to waive any claim it has or may have against the District, the Architect/Engineer, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; acceptance or rejection of any Proposal; and award of a Contract.

The District shall have no contractual obligation to any Offeror, nor will any Offeror have any property interest or other right in the contract or Work being proposed unless and until

the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Construction Manager have either been so fulfilled by the Construction Manager.

Schedule (As Currently Planned by the Owner):

First Advertisement	November 13, 2022
Second Advertisement	November 20, 2022
Deadline to Submit Proposals	December 2, 2022
1. CMAr Interviews (If Needed)	December 7 & 8, 2022
Review of Proposals and Scoring	December 5 - December 9, 2022
Board Recommendation/Ranking	December 13, 2022

I. SCOPE OF WORK, FORM OF CONTRACT

- A. Scope of Work; Angleton ISD recently passed a bond for \$196,250,000. This bond includes the following projects:
- | | |
|-------------------------|--------------|
| Safety & Security | \$18,250,000 |
| New Elementary School | 50,000,000 |
| New Junior High School | 90,000,000 |
| New Classroom Furniture | 9,500,000 |
| Improvements | 12,000,000 |
| Demolition | 9,000,000 |
| Contingency | 7,500,000 |
- B. Form of Contract. The contract between the District and the Construction Manager shall be the "Standard Form of Agreement between Owner and Construction Manager as Contractor Where the Basis of Payment is the Cost of the Work plus a Fee with a "Guaranteed Maximum Price", AIA Document A133-2009, as amended by the District for this Project (See Attached). The General Conditions shall be the General Conditions of the Contract for Construction, AIA Document A201-2007, as amended by the District for this project (See Attached).
- C. The Offerors, or any agent or representative of Offerors, shall not undertake any activities or actions to promote or advertise their qualifications or Proposal to any member of the District's Board of Trustees, the District's Administration or their respective staff persons, except as specifically requested in writing by the District, at any time between the date of submission of the RFP and the date of award of an Agreement by the District's Board of Trustees. This restriction extends to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by the Offerors.

II. INFORMATION TO BE PROVIDED BY OFFERORS

Please provide the following information concerning your firm:

A. Offeror Information

1. Name of Firm
2. Business Address
3. Telephone Number
4. Fax Number
5. Type of Organization (Individual, Partnership, Corporation, Association)
6. Number of Permanent Employees. (Employees hired for the duration of a specific project or under a fixed-term contract are not considered permanent employees for purposes of this proposal).
 - i. Home Office
 - ii. Field
7. Primary Contact Person for District inquiries.
8. Main Office Location (if different than above).
9. Describe any substantial changes in ownership of your firm during the past

five years.

10. How many years has your firm operated under its current form of business organization?
11. List all professional or industry organizations in which your firm or its principals are members.
12. In order to assist the District in determining whether there exist any conflicts of interest, please describe any business or family relationships between any member of the District Board of Trustees and:
 - i. your firm;
 - ii. any principal of your firm;
 - iii. any subcontractor you are considering using to perform any portion of the project work; or,
 - iv. any principal of such subcontractor.

B. Personnel Information

Provide brief resumes (2-page limit) for the persons listed below:

1. Principals/Corporate Officers:
 - i. President
 - ii. Vice President
 - iii. Partners
2. Project Management Candidates
 - i. Project Manager
 - ii. Superintendent

For the Project Manager and Superintendent candidates, please list up to three persons you consider qualified for the positions. Please also provide a list of the principal duties and responsibilities you anticipate assigning to the Project Manager and to the Superintendent.

C. School Projects

List all school renovation projects your firm has completed within the past ten (10) years. Also indicate which projects you were designated as the Construction Manager-at-Risk. For each project list:

1. Project Owner
2. Brief description of the project
3. Client, client contact person, and telephone number
4. Date construction completed
5. Managing Principal
6. Project Architect or Engineer

For the ten (10) largest projects please also provide the following information:

7. Original contract amount
8. Final contract amount
9. Number of change orders

D. Organization

1. Describe the most common problem or challenge which you have encountered in school construction and your method for addressing the issue. (Maximum 2 pages).
2. Describe your firm's concepts for working in a team relationship with the Owner and the Architect during the design and construction of major projects. (Maximum 2 pages).
3. Explain in detail how your firm will handle warranty issues.
4. List the classifications of work or trades which you anticipate performing with in-house forces.

E. Claims and Litigation

1. Identify any claims or suits, if any, brought against your firm within the last five (5) years.
2. Describe all instances in which your firm was unable to complete the work under a contract.
3. Identify any judgments, claims arbitration proceedings or suits pending or outstanding against your firm or its officers.
4. Identify any lawsuits filed or arbitration requested by your firm with respect to construction contracts of your firm.

F. Current Workload

Provide the following information for the five (5) largest projects you currently have under contract:

1. Project name
2. Location
3. Owner
4. Architect
5. Current contract amount
6. Percent complete
7. Specified contract completion date

G. Financial Information

1. Total amount of work performed as general contractor for each of the past five (5) years.
2. Bonding capacity
 - i. Per project
 - ii. Aggregate
3. Bank reference(s)
 - i. Individual, Title
 - ii. Name of Bank
 - iii. Address
 - iv. Telephone
4. Bonding Company reference(s)
 - i. Individual, Title
 - ii. Name of Bank
 - iii. Address
 - iv. Telephone
5. Dunn & Bradstreet rating, if available, or latest financial report.

H. Safety

1. Provide information regarding your OSHA rating.

PROPOSAL FORM
(Submit Proposal Form on December 2, 2022)

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Having examined the Request for Proposal, the following is a breakdown of all proposed fees and costs.

A. FEE PROPOSAL

1. FEE

For overhead and profit and all preconstruction services, list your proposed fee as a percentage of the cost of the work.

%
(Percent)

**2. GENERAL
CONDITIONS COST**

For all General Conditions, list your proposed cost as a percentage of cost of the work. Refer to Schedule "A" for all required items to be included in the General Conditions cost.

%
(Percent)

3. PRECONSTRUCTION SERVICES NOT-TO-EXCEED COST

All costs for pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis are included in the FEE, item 1 above. However, if the construction phase does not commence for any reason, payment to the Construction Manager for preconstruction services shall be the necessary and reasonable cost of such services, not to exceed the lump sum of:

Dollars \$ _____
(Amount in figures) If the amount is "zero", enter "0"; do not enter "no bid"

B. ADDENDA (if applicable)

Undersigned acknowledges receipt of Addenda Number(s):

C. CONSTRUCTION MANAGER'S PERSONNEL

The Offeror agrees to employ the following individuals for the entire duration of the Work at the positions indicated, and agrees not to remove them from the Work nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by the Owner:

Project Manager(s): _____

Superintendent(s): _____

D. REPRESENTATIONS

By execution and submission of this Proposal, the Offeror hereby agrees, represents and warrants to the Owner as follows:

1. Offeror will hold Proposal open for acceptance for ninety (90) days.
2. Offer accepts the Owner's right to reject any or all Proposals, to waive formalities and to accept the Proposal which the Owner considers most advantageous.
3. By signing this Proposal Form, the undersigned on behalf of the Offeror affirms that, to the best of his knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents in the award of this Proposal.
4. All contingencies and savings shall be returned one hundred percent (100%) to the Owner.
5. Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
6. Offeror has carefully inspected the Project site, and that from the Offeror's own investigation, the Offeror has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials, and difficulties to be encountered; the kind and

extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offeror's site observations with the requirements of the Contract Documents. The Offeror understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.

7. All information submitted by the Offeror to the Owner in response to this Request for Proposals is true and correct. The District, or any authorized representative of the District, is authorized by the undersigned to contact any firm, institution, or person to obtain information about our firm's services, financial condition, and any other information which the District might determine as being desirable.
8. To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, the Architect, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any offers; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of a Contract.
9. The Project will be undertaken in accordance with the applicable provisions of Chapter 2269, Subchapter F of the Texas Government Code.

By:

(Signature)

(Printed Name)

(Title)

SCHEDULE "A"

GENERAL

CONDITIONS

In our experience, general conditions consist of all materials, personnel, and services needed to equip the Construction Manager with the best resources to oversee the timely completion of the project. General conditions usually include everything that is not directly used in the construction project, as is listed below:

Project Manager	Vehicle Expenses
Project Superintendent	Gas, Oil, Grease
Payroll / Taxes / Insurance	Vehicle Repairs
Safety Equipment	Postage / Delivery
Safety Training and Programs	Mobilization / Demobilization
Project Dues / Safety Fees to AGC	Survey Supplies and Equipment
Fire Protection	Weekly Cleanup
First Aid Supplies	Trash Dumpster
Office Cleanup	Security of Building
Job Telephone, Cell Phones, DSL Data Line	Plan Reproduction Allowance
Ice, Cups and Water	Small Tools and Equipment
CPM Schedule and Project Controls	Small Equipment Rental
Job Sign	Final Building Cleanup
Job Photos	Close-Out Documents
Temporary Toilets	Builders Risk Insurance
Temporary Plumbing	OCP / GL Insurance
Office Trailer	Permit Fees
Fax Machine	Performance and Payment Bonds
Job Office Equipment	
Job Office Supplies	
Job Office Expenses	
Job Office Furniture	
Contractor's Computers / Software	
Field Office Utilities	
Any other items required for the Construction Manager to perform the work.	

SCHEDULE "B"

EXAMPLE OF INSURANCE COVERAGE

'B. Comprehensive General Liability Minimum Limits

Bodily Injury \$2,000,000/occurrence
\$2,000,000/aggregate,
products & completed
operations
\$1,000,000/occurrence
\$1,000,000/aggregate
or
\$2,000,000 combined single limit
for

BI & PD Coverage shall include

1. Premises - Operations;
2. Contractor's Protective Liability (if any work sublet);
3. Contractual Liability to cover indemnity agreement of "Hold Harmless" clause in contract;
4. Property Damage Liability insurance shall include coverage for the following hazards:
 - a. Damage to completed or partially completed work.
5. Personal Injury Liability in a minimum limit of \$500,000 with employment exclusion deleted;
6. Broad Form C G L Endorsement shall be included:
7. Waiver of Subrogation Endorsement shall be included in favor of Angleton Independent School District/Agents;
8. Thirty-day notice of cancellation or material change endorsement in favor of, Angleton Independent School District/Agents.
9. The Owner to be named as additional insured on Contractor's policy.
10. The Owner shall be named additional insured on the Contractor's policy as to the subject job.

C.	<u>Comprehensive Automobile Liability</u>	<u>Minimum</u>
	Bodily Injury	\$500,000/person
		\$1,000,000/occurrence
	Property Damage	1,000,000/occurrence

or

\$1,000,000 combined single limit for BI & PH.

Coverage Shall Include

1. All owned, hired and non-owned autos of the Contractor;
2. Waiver of subrogation Endorsement in favor of Angleton Independent School District/Agents;
3. Thirty-day notice of cancellation of material change endorsement in favor of Angleton Independent School District/Agents;
4. Angleton Independent School District/Agents to be named as additional insured on Contractor's policy.

D.	<u>Umbrella Liability</u>	<u>Minimum Limits</u>
		\$25,000,000/occurrence
		\$25,000,000/aggregate

Coverage Shall Include:

1. Waiver of Subrogation Endorsement in favor of Angleton Independent School District/Agents;
2. Thirty-day notice of cancellation or material change endorsement in favor of Angleton Independent School District/Agents;
3. Angleton Independent School District/Agents to be named as additional insured on Contractor's policy

SCHEDULE "C"
PROPOSED CONSTRUCTION
SCHEDULES

The schedules shown below are items that will be asked for at dates to be determined in the future. They are to be used for reference only.

Selection of Construction Manager December 2, 2022

Release of 85% Construction Documents Pricing Exercise

85% Pricing Exercise Due

100% Construction Documents Due

Release of Project for Bidding

Receive Bids

Substantial Completion for Facility

Substantial Completion Dates for the building are critical. Early release packages would be anticipated in order to expedite the project.

Phasing of the project will be developed with the help of the CMAR.

SCHEDULE "D"
Scope of Work

Construction of the below listed projects:

Safety & Security	\$18,250,000
New Elementary School	50,000,000
New Junior High School	90,000,000
New Classroom Furniture	9,500,000
Improvements	12,000,000
Demolition	9,000,000
Contingency	7,500,000

CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

Proposer will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Proposer if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Proposer certifies to the Angleton ISD before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Proposer shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Angleton ISD's property or other location where students are regularly present. Angleton ISD shall be the final decider of what constitutes a "location where students are regularly present." Proposer's violation of this section shall constitute a substantial failure.

If the Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

(b) 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 a contract with a school district must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.

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

I, the undersigned agent for the Proposer named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section. Proposer is responsible for the performance of the persons, employees and/or sub-Proposers. Proposer agrees to provide services for the Angleton ISD pursuant to this RFQ on any and all Angleton ISD campuses or facilities. Proposer will not assign individuals to provide services at an Angleton ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of Angleton ISD.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

Proposer's Name:			
A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable. Y N			
B. My firm is not owned or operated by anyone who has been convicted of a felony. Y N			
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.			
Name of Felon(s):			
Details of Conviction(s):			
Signature of Company Official:		Date:	

RESIDENT/NONRESIDENT CERTIFICATION

Texas Government Code Chapter 2252 relates to bids by nonresident Proposers. The pertinent portions of the Act are as follows:

Section 2252.001(3) "Nonresident bidder" means a bidder who is not a resident (of the State of Texas).

Section 2252.001(4) "Resident bidder" means a bidder whose principal place of business is in this state, including a Proposer 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 nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible 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 non resident's principal place of business is located.

Company Name: _____ is/isn't a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4).

☐ Yes - Resident

☐ No - Nonresident

If the Bidder is a Nonresident Bidder of Texas, please answer the following:

Does the Proposer's ultimate parent company or majority owner employ at least 500 persons in Texas?	Yes _____ No _____
---	--------------------

Does Proposer agree? Yes _____ Initials of authorized company representative

DEBARMENT OR SUSPENSION CERTIFICATION FORM

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

By submitting this offer and signing this certificate, this Proposer:

- (1) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Proposer agree? Yes _____ Initials of authorized company representative

Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Effective January 1, 2006, any person or entity who contracts or seeks to contract with AISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with AISD is responsible for complying with any applicable disclosure requirements.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.
- The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

The Conflict of Interest Questionnaire may be downloaded from the Texas Ethics Commission's website at <https://www.ethics.state.tx.us/forms/CIQ.pdf>

Completed forms should be sent to:

Angleton Independent School District
Attn: Connie Cox
1900 N. Downing
Angleton, TX 77515

The Local Government Officers of the Angleton Independent School District are:

Board of Trustees:	Tommy Gaines Kimi Hunter Dana Tolbert Heather Brewer Michael Stroman Justin Journeay Mike Sillavan
Superintendent:	Phil Edwards

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	<input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
		-			-			
Employer identification number								
		-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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