

# **HUGHES SPRINGS ISD**

871 Taylor Hughes Springs, TX 75656

# **REQUEST FOR PROPOSALS:**

DATA TRANSMISSION TO CONSORTIUM INTERNET CONNECTIVITY 2019

# I. NOTICE

Hughes Springs Independent School District (HSISD), an E-Rate eligible site, is requesting proposals for data transmission services under E-Rate Category 1 funding for the 2019-2020 funding year (FY 19). This document is a formal request for proposals for data transmission services to provide access to shared internet connectivity referenced by the name, "Data Transmission to Consortium Internet Connectivity 2019". This document includes requirements and documents necessary to facilitate a "complete bid" acceptable for consideration for award.

# II. TERMS & CONDITIONS OF REQUEST FOR PROPOSAL (RFP)

# 2.1 Response Submission

Responses to this RFP must be submitted in sealed packages. Responding bids must be delivered by a carrier services with tracking capabilities or personally on or before **February 27, 2019 at 10:00 AM CST**, at which time they will be opened and evaluated privately. Proposals should be dispatched to the HSISD Administration Building, 871 Taylor Street, Hughes Springs, Texas 75656. Any proposals received late will be returned unopened. Hughes Springs Independent School District is not responsible for proposals misplaced, mailed incorrectly, or lost by the delivery service. Faxed or emailed responses will not be considered.

Proposals must be submitted with all required information outlined in this RFP, all forms included with the RFP completed, and any additional documents the vendor wishes to submit.

Each proposal shall include 3 copies and be placed in an envelope, sealed and properly identified as shown below:

ATTN: SEALED BID

Ref: RFP – Data Transmission to Consortium Internet Connectivity 2019

Vendor SPIN #: (Vendor SPIN) Bid Opening Date: February 27, 2019

## 2.2 Expectations of Vendors

HSISD (District) requires that any vendor meet the following minimum expectations:

- 2.2.1 Vendors must return inquiries from District staff within two business days of receiving a request. Failing to reply within this time frame could result in rejection of vendor's bid since the District could be unable to properly evaluate the proposed bid.
- 2.2.2 The District will assume that any price offered will remain firm for acceptance by the District, for a minimum of 90 business days from the due date of this request for proposal based on the quantities and services listed in this document. The District will also assume that the awarded vendor will process District orders upon receipt without any increase in price to the District.
- 2.2.3 The District will require that vendors pass along any price cuts to the District immediately

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and that the vendor work continuously to enhance services, products, and pricing.

# 2.2 Costs Associated with Preparation of the Vendor's Response

The District will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

#### 2.3 RFP Timeline

January 25, 2019	RFP and Form 470 Posting
February 13, 2019	Last day to schedule on site visit
February 20, 2019	Last day to submit questions/request for clarification on RFP requirements.
February 27, 2019	Bid Opening

# 2.4 Interpretation, Additional Information, & Addendum

- 2.4.1. Interpretations and minor corrections that do not majorly alter the scope of work required will be posted on the <u>HSISD Technology Department web page (http://www.hsisd.net/page/Tech)</u>. These responses will include the vendors questions as well as the responses from the District.
- 2.4.2. Major corrections and changes of the RFP will be made by Addendum. Interpretations, corrections, or changes to the RFP made in any other manner will not be binding, and the vendor shall not rely upon such interpretations, corrections, or changes. Addenda will be posted in the EPC portal alongside the original RFP posting as well as the <a href="https://www.hsisd.net/page/Tech">HSISD Technology Department web page (http://www.hsisd.net/page/Tech</a>.
- 2.4.3 It will be the responsibility of all respondents to contact the District before submitting a response to the RFP to ascertain if any addenda or other information has been issued. It will be the responsibility of all respondents to obtain all addenda and respond to the RFP accordingly.

# 2.5 Proposal Acceptance Period

Proposals submitted in response to this RFP will remain in effect for a period of at least ninety (90) business days from the issuance date of the vendor's response.

# 2.6 Questions

Questions arising out of this RFP must be received by the contact shown below in writing, by mail, or email (fax is not acceptable) at the District not later than **date specified in section 2.3**, or the questions will be considered null and void. Responses to all questions received in proper time frames will be answered via the media they were received and distributed to all Vendors via the Hughes Springs ISD website alongside the RFP original posting.

Douglas Stewart Director of Technology Hughes Springs Independent School District 871 Taylor Street Hughes Springs, TX 75656 stewartd@hsisd.net

#### 2.7 Omissions

Omissions in the proposal on any provision herein described shall not be construed as to relieve the vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

#### 2.8 Term of Contract

The terms on the contract will be from the date of contract signing, until June 30, 2020 (end of E-Rate FY 19). Contract should include four voluntary extensions as outlined in Section 3.2.

# 2.9 Payment Conditions

Payment shall be made only after start of services. After which, payment shall be made within 30 days of receipt of invoice, but not before July 1, 2019.

### 2.10 Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, cables, modules, labor, services, and any other item necessary or proper for the operation of services described in Section III, Scope of Services. The District will not be liable for any costs beyond those proposed herein and awarded.

# 2.11 Vendor Qualifications

Vendors must provide a minimum of three references (school District references are preferred). These references must be for services that are similar in scope and design and have been completed by the vendor within the last two (2) years. References that are not positive will be grounds for vendor disqualification.

The District may, with full cooperation of the vendors, visit client installation to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through the vendors; however, the vendor personnel shall not be present during discussions with references.

#### 2.12 Indemnification

The vendor shall indemnify and hold harmless the District, its agents and employees from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence of the District, its agents or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants or employees. The vendor further agrees to indemnify and hold harmless the District, its agents or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city or other applicable laws, bylaws, ordinances, or regulations by the vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the vendor to defend at its own expense or to provide for such defense, at the District's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the District which may result from the operations and activities under this Contract whether the installation operations be performed by the Vendor, subcontractor, or by anyone directly or indirectly employed or hired by either.

The award of this Contract to the vendor shall obligate the vendor to comply with the foregoing indemnity provision; however, the collateral obligation on insuring this indemnity must be complied with as set forth.

# 2.13 Evaluation of Responses

Vendors must respond with service description, cost, contract terms, and all forms provided. Incomplete responses may not be considered.

The District reserves the right to accept or reject all proposals, sections thereof, waive minor technicalities and award the proposal to best serve the interest of the District. In addition, the District reserves the right to award without further discussion to vendors. Therefore, responses should be submitted initially with the most favorable terms that the vendor can propose.

#### 2.14 Evaluation Criteria

The District will evaluate vendor's proposals based on the following criteria:

- 40% Price of the eligible products and services;
- 20% Quality and technical assessment of the vendor's goods/services, and the extent to which the goods/services meet the District's needs;
- 20% Prices for ineligible services, products, and fees;
- 15% The reputation of the vendor and of the vendor's goods or services;
- 5% The vendor's historic relationship with the District;

## 2.15 Cancellation

In the event that provisions of this RFP are violated by the vendor, the District may give written notice to the vendor stating the deficiencies and unless deficiencies are corrected within five (5) District working days, recommendations will be made to the District for immediate cancellation. The District reserves the right to terminate immediately any contract resulting from this RFP for

failure to correct deficiencies.

# 2.16 Advertising

The vendor agrees not to use the results from this RFP as a part of any commercial advertising without prior written approval of the Superintendent or the Superintendent's Designee.

### 2.17 Liability and Insurance

The vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.

#### 2.17.1 Insurance Coverage

The vendor shall be fully liable to provide and maintain in force during the life of this Contract insurance such as General Comprehensive Liability Insurance, Comprehensive Auto Liability Insurance, and Workers' Compensations Insurance to assure to the District the protection contained in the foregoing indemnification provision undertaken by the vendor. Such policies shall be issued by companies authorized to do business in the State of Texas and having agents upon whom service of process may be made in the District and shall contain as a minimum, the following provisions, coverage, and policy limits of liability.

#### 2.17.2 General Liability

General Liability Insurance that shall protect the District, the vendor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less than five hundred thousand dollars (\$500,000.00) per occurrence combined single limit bodily injury and property damage, and an amount no less than one million dollars (\$1,000,000.00) for damages on account of all occurrences.

#### 2.17.3 Auto Liability

Auto Liability Insurance with bodily injury limits of not less than three hundred thousand dollars (\$300,000.00) per occurrence, five hundred thousand dollars (\$500,000) Aggregate, and property damage limits of not less than three hundred thousand dollars (300,000.00) per occurrence.

# 2.17.4 Workers' Compensation

Workers' Compensation and Employer's Liability Insurance with minimum limits as required by the State of Texas but in no case less than one hundred thousand dollars (\$100,000.00)

#### 2.17.5 Proof of Insurance

The vendor shall furnish to the District, at the District's request, a Certificate of Insurance or duplicate policies of insurance described above which specifically protect the District. The vendor also agrees to enter a defense on behalf of the District, to any and all suits or actions, in which the liability of the District is vicarious and is predicated upon allegation

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of some act of omission by the vendor, subcontractor, or their agents.

#### 2.17.6 Claims

In any and all claims against the District or any of their agents or employees by any employee of the vendor, any subcontractor, or anyone directly or indirectly employed by any of the contracting parties or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation acts, disability benefit acts, or other employee benefit act.

# 2.18 Funding Contingency

All contracts or other commitments resulting from this RFP are contingent on funding approval from Universal Services Administration Company (USAC), Schools and Libraries Division (SLD) for Category 1 services for FY 2019 and availability of local funds. Failure for the District to secure funding will result in the termination of all contracts and commitments.

## 2.19 No Proposal

All proposal forms should be signed, as needed, and returned even if vendor is unable to submit a complete proposal at this time but wishes to remain on vendors list.

# 2.20 Venue

Any disputes or litigation that could arise related to this proposal shall have as venue, Cass County in the State of Texas.

#### 2.21 Non-Discrimination

During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, sexual orientation, marital status, veteran status, or handicapping conditions.

# 2.22 Tax Exemption

The District is exempt from most Federal, State, and Local taxes. Do not include any exempt taxes in proposal. If it is determined that exempt taxes are included in the proposal, it will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

### III. SCOPE OF SERVICES

# 3.1 Service Request

Hughes Springs Independent School District is requesting proposals for a single leased lit fiber without Internet access, an E-rate Category 1 service, for delivery of wide area network (WAN) services to the district. Service is expected to originate at the district hub site and delivered to the consortium hub site listed below. The new service is planned to begin on July 1, 2019 which represents the expiration of the current WAN service.

#### **Hughes Springs Independent School District Hub Site:**

HSISD Data Center 701 Russell\* Hughes Springs TX, 75656

#### **SUPERNet II Consortium Hub Site**

Northeast Texas Consortium 11937 U.S. Highway 271\* Tyler, Texas 75708

\*This is the closest public address available, please contact the person designated in Section 2.6 for further information on point of demarcation.

#### 3.1.1 Network Design and Construction Routes

Due to current and future bandwidth needs, respondents are encouraged to provide dedicated infrastructure to the District. Designs are encouraged to utilize the private fiber approach, where there exists no other aggregation or third-party equipment on fiber strands between sites and modulating equipment at each site is dedicated to the District and not shared in any way with other customers. If this is not possible, then designs should limit the use of shared infrastructure as much as possible.

Respondents should clearly illustrate proposed network design and construction routes.

The District is not advocating or mandating any preconceived network design or construction route and leaves this decision up to the vendor to present their best solution while recognizing the cited termination locations.

#### 3.1.2 Special Construction

In E-rate terminology, special construction refers to the upfront, non-recurring costs associated with the installation of new fiber to or between eligible entities.

Special construction charges eligible for Category One support consist of three components:

- i. construction of network facilities
- ii. design and engineering
- iii. project management

If no new fiber is being installed, then any installation costs are considered standard non-recurring costs (NRC). For leased lit fiber solutions requiring special construction, this means that the costs associated with building the fiber are considered special construction and the costs associated with the equipment required to activate the service are a standard NRC.

# Special Construction Payment Plan Option

The District requests that the respondents consider allowing the District to pay the non-discount share of special construction costs (portion of costs that are the responsibility of the District) to be paid in 12 equal monthly installments starting July 2019 through June 2020. Responses must include agreement or non-agreement of this request.

# Excess Fiber Strands for Special Construction Projects

To the extent that the winning service provider installs additional strands of fiber for future business ventures, the winning service provider assumes full responsibility to ensure those incremental costs are allocated out of the special construction charges to the district in accordance with FCC rules and orders.

If, after the issuance of the FCDL, USAC or the FCC determines that the winning service provider did not cost allocate those charges associated with the additional strands, The District will not be responsible for reimbursing the winning vendor and the winning vendor will assume all responsibilities deemed ineligible by USAC.

# 3.2 Solution Specifications

- The District must have dedicated, symmetrical transport bandwidth of 500 Mbps between the designated endpoints.
- The solution must be scalable to 1 Gbps.
- Circuit hand off should be 1000BASE-T or 1000BASE-SX
- Services should be contracted for 12 months from July 1, 2019 through June 30, 2020. Additional options should be included at 12 month intervals for a total of 60 months.
- Respondents are free to propose alternate contract terms provided they have also included terms requested above and total contract length does not exceed 60 months.
- Special construction, monthly recurring cost, and any additional non-recurring costs are required to be broken out and listed separately.
- All solutions must adhere to the Service Level Agreement (SLA) terms in Section 3.3.

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# 3.3 Service Level Agreement

#### 3.3.1 Proposed services must meet the following support specifications

- The provider will make all reasonable efforts to ensure 99.99% network availability of each circuit.
- .25% frame/packet loss commitment
- 3ms network latency commitment
- 4ms network jitter commitment
- There is no right of provider to limit or throttle the capacity of the circuit at any time for any reason
- Vendor stated commitment is to respond to any outage within two (2) hours and a four (4) hour restoration of service.

#### 3.3.2 Network operations center

Solution will provide customer support functions including problem tracking, resolution and escalation support management on a 24x7x365 basis. Customer has the right and is encouraged to call concerning any problems that may arise relative to its connection with vendor provided services.

#### 3.3.3 Trouble reporting and response

Upon interruption, degradation or loss of service, Customer may contact Vendor by defined method with a response based on trouble level. Upon contact from the District, the Vendor support team will initiate an immediate response to resolve any District issue. The District will receive rapid feedback on trouble resolution, including potential resolution time.

#### 3.3.4 Escalation

In the event that service has not been restored in a timely manner, or the District does not feel that adequate attention has been allocated, the District can escalate the trouble resolution by request. A list of escalation contacts will be provided when implementation schedule is completed.

#### 3.3.5 Resolution

The District will be notified immediately once the problem is resolved and will be asked for verbal closure of the incident.

## 3.3.6 Trouble reporting, escalation and resolution

A detailed trouble reporting, escalation and resolution plan will be provided to the district.

#### 3.3.7 Measurement

Time starts from the time the District contacts vendor and identifies the problem. Credits for outages of a certain duration or longer will be identified.

# 3.3.8 Reports

Upon request, an incident report will be made available to the District within five (5) working days of resolution of the trouble.

#### 3.3.9 Link performance per segment

The service will maintain the proposed link performance throughout the term of the contract.

# 3.3.10 Historical uptime

Provide aggregate uptime statistics for your proposed service in the geographic area encompassing the District.

# ACKNOWLEDGEMENT OF REQUIREMENTS

I acknowledge that I have reviewed the requirements and information within this RFP, including but not limited to those in Section 3, questions and responses as described in Section 2.6, and any Addendum released to the RFP. I have submitted any clarification needed of these requirements to Hughes Springs ISD, and received acceptable responses to all inquiries.

I certify that my company's su	ıbmitted proposals ı	neet or exceeds all requirements as stated:	
	Yes	No	
If the answer is no, Vendor and paragraph to which the ex		xplain each exception taken, with reference	ee to each page
		Il services as specified. Failure to indicate osal may be deemed enough for rejection	
Comments:			
Company Representative		Representative Title	
 Date		Company Name	

# 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, owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION, BUT THE COMPANY REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. VENDOR'S NAME: \_\_\_ AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): DATE: \_\_\_ \*\*\*\*\* PLEASE CHECK OFF A SELECTION BELOW \*\*\*\*\* ( ) A. My firm is a publicly held corporation. Therefore, this reporting requirement is not applicable. ( ) B. My firm is not owned and/or operated by anyone who has been convicted of a felony. ( ) 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):\_\_\_\_\_ Company Representative

Date

# FINGER PRINTING NOTIFICATION

State of Texas Legislative Senate Bill No. 9, School contractors hired 1/1/2008 or after who meet the following criteria must be fingerprinted:

- · Work on a contract for services;
- Have continuing duties related to the contract; and
- · Have direct contact with students.

Contractor should certify to the school district or charter school that they are compliant with fingerprinting their employees.

# Instructions to School District Contractors Regarding Criminal History Background Searches Under Senate Bill 9

Senate Bill 9 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas –FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, please contact:

Access and Dissemination Bureau Texas Department of Public Safety Crime Records Service P. O. Box 149322 Austin, Texas 78714-9322 Email: FACT@dps.texas.gov

Phone: (512) 424-2365, Option 2

For fastest service, please email or call. State in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access. Please include:

Company Name Company Address Company Phone

Name of Company point of contact

Phone of Company point of contact

Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site's security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

**PLEASE NOTE:** After you sign the DPS User Agreement for FACT, DPS will provide you with a revised *FAST Fingerprint Pass* that you will have to provide to your employees and applicants. Your employees and applicants will use that *FAST Fingerprint Pass* when scheduling their FAST fingerprinting.

I acknowledge my company's responsibi requires.	lity to comply with this statute and will comply as the statute
Company Representative	Company Name
 Date	

# CONFLICT OF INTEREST QUESTIONAIRE

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.	OFFICE USE ONLY
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).	Date Received
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.	
Name of person who has a business relationship with local governmental entity.	
Check this box if you are filling an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the applater than the 7th business day after the date the originally filed questionnaire become	
Name of local government officer with whom filer has employment or business relationshi	р.
Name of Officer	
This section (item 3 including subparts A, B, C & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable i income, from the filer of the questionnaire?	ncome, other than investment
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than invedirection of the local government officer named in this section AND the taxable income is governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity will 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 nar	ned in this section.
4	
Signature of person doing business with the governmental entity	Date

Adopted 06/29/2007

# **IRS W9 FORM**

### Request for Taxpayer **Identification Number and Certification**

Give Form to the requester. Do not

	Revenue Service		SCH	to the	1110.
	Name (as shown on your income tax return)				
ge 2.	Business name/disregarded entity name, if different from above	_			
s on pa	Check appropriate box for federal tax classification:    Individual/sole proprietor	Exemptions (see instructions):			
o be	Check appropriate box for federal tax classification:  Individual/sole proprietor  Corporation  Socorporation  Socorporation  Partnership  Trust/estate  Exempting  Exempting  Corporation  Corporation  Socorporation  Socorporation  Corporation  Socorporation  Exempting  Exempting  Exempting  Code (if it is a sequester's name and address of the sequester				
Print or type Instruction					orting
Pri	☐ Other (see instructions) ►				
pecific	Address (number, street, and apt. or suite no.)  Requester's name	and address	(optiona	ıl)	
See S	City, state, and ZIP code				
	List account number(s) here (optional)				
Par	t I Taxpayer Identification Number (TIN)				
	your than the appropriate box. The fire provided materialism the name given on the manner into	curity numb	er		
reside	id backup withholding. For individuals, this is your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>	_			
TIN or	n page 3.				
	Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose Employer ide		on num	oer	_
numb	er to enter.	-			

#### 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 on page 3.

Sign Signature of U.S. person ▶ Here

#### Date ▶

#### General Instructions

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

Future developments. The IRS has created a page on IRS.gov 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

#### 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

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

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

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

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

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.

- · 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.

Form W-9 (Rev. 8-2013) Cat. No. 10231X

# PROPOSAL PACKAGE CHECKLIST

IN ORDER FOR YOUR PROPOSAL TO BE CONSIDERED, THE FOLLOWING ITEMS ARE REQUIRED TO BE INCLUDED IN THE PROPOSAL PACKAGE:

PROPOSAL PRICING FORMATTED AS REQUIRED IN SECTION 3
REFERENCES AS REQUIRED IN SECTION 2.11
ACKNOWLEDGMENT OF REQUIREMENTS FORM
FELONY CONVICTION NOTIFICATION FORM
FINGER PRINTING NOTIFICATION FORM
CONFLICT OF INTEREST FORM
IRS W-9 FORM

UNSIGNED FORMS MAY RESULT IN BID REJECTION OR LOWER BID SCORE.

THIS SHEET DOES NOT HAVE TO BE RETURNED WITH THIS PROPOSAL. IT SERVES AS A CHECKLIST FOR YOU.