
Crosby Independent School District
Request for Competitive Sealed Proposals
Waste Collection Services
RFP # 2019-0001

Proposals will be accepted until 2:00 p.m. on
December 6, 2019.

14670 FM 2100, Crosby, Texas 77532
Phone: 281-328-9200 Fax: 281-328-9226 Website: www.crosbyisd.org

Table of Contents

GENERAL INFORMATION

| | |
|--|--------------|
| <u>General Terms and Conditions.....</u> | <u>3-4</u> |
| <u>Special Terms and Conditions</u> | <u>4</u> |
| <u>Locations and sizes of waste containers</u> | <u>5</u> |
| <u>Felony Conviction Notice</u> | <u>6-8</u> |
| <u>Affadavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying</u> | <u>9</u> |
| <u>Signature Page and Declaration of Compliance.....</u> | <u>10-11</u> |
| <u>Conflict of Interest Questionnaire</u> | <u></u> |
| <u>Form W-9</u> | <u></u> |
| <u>Vendor Profile Form</u> | <u></u> |
| <u>1295 Form</u> | <u></u> |

General Information

General Terms and Conditions

Any instance in which the General Terms and Conditions and the Specifications for this proposal do not agree, terms in the Specifications shall take precedence.

No employee of the District shall have a direct financial interest in any contract with the District nor shall any employee have a financial interest in the sale to the District of land, equipment, supplies, materials, or service. Any violation of this policy will render the contract void, unless such contract is approved by the CISD Board of Trustees after full disclosure.

All contracts and agreements between contractor and the District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code regarding school district contracts and the Texas Business and Commerce Code. Both parties agree that venue for any litigation arising from this contract shall lie in Harris County, Texas.

Mail invoices to: Crosby ISD, Accounts Payable Dept., P.O. Box 2009, Crosby, TX 77532-2009. Crosby ISD's purchase order number must appear on all invoices and statements. Invoices shall be itemized. Seller shall submit separate invoices for each purchase order. Excise tax exemption certificates will be furnished upon request.

The District shall have the right to cancel this contract for any reason, at any time, with written notice to the vendor/contractor.

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or satisfaction in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting party has knowledge of the performance and opportunity for objection. The vendor/contractor shall protect, defend, save harmless, and indemnify the District, its employees, and the public from any claims, demands, or expense on account of injury or property damage arising out of anything done or omitted to be done under this contract by the contractor, subcontractor, or anyone directly or indirectly employed by either of them.

Any vendor/contractor whose personnel, vehicles, or equipment comes in contact with the personnel, property, or equipment of Crosby ISD must have sufficient insurance to cover any injuries or damages arising out of anything done or omitted under this contract. The vendor/contractor shall remain fully insured for the entire term of the contract.

Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. The respondent or an authorized representative may withdraw a proposal upon request, provided such request is received by Crosby ISD at the place designated for receipt of proposal and prior to the time fixed for the opening of proposals.

In evaluating qualified proposals, the Crosby Independent School District will consider 1) price, 2) reputation of the vendor and of the vendor's goods or services, including probability of continuous availability and safety record, 3) quality of the vendor's goods or services, 4) extent to which the goods or services meet the district's needs, including delivery, placement and pickup capabilities, response time, & proximity to district, 5) vendor's past relationship with the district, 6) district's ability to comply with

laws and rules relating to historically underutilized businesses, and 7) long-term cost to the district. It is not the policy of the District to purchase on the basis of low price alone.

Title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods at the point of delivery. Crosby ISD assumes no liability for goods delivered in damaged or unacceptable condition. The successful proposer shall handle all claims with carriers, and in the case of damaged goods, shall ship replacement goods immediately. It shall be the vendor's responsibility to make sure that all products and materials used or delivered comply with all applicable federal, state, and local laws, codes, and regulations. Seller warrants that all products sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

It shall be the vendor's responsibility to make sure that all products and materials used or delivered comply with all applicable federal, state, and local laws, codes, and regulations. Seller warrants that all products sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

All contracts and agreements between contractor and the District shall adhere to the statutes as set **forth** in the Uniform Commercial Code as last amended by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Both parties agree that venue for any litigation arising from this contract shall lie in Harris County Texas. All contracts and agreements will adhere to Texas Education Code regarding school district contracts and shall be governed by the laws of the State of Texas and the Uniform Commercial Code.

Special Terms and Conditions

Vendors are cautioned to read the specifications carefully and bid only on those items that can be proven to meet or exceed the requirements for each item.

The term of this proposal shall be from January 1, 2020 to January 1, 2021 on a one-year contract with a two-year option. Prices shall be firm for the term of this contract. A completed IRS form W-9 and a certificate of insurance must be presented to the Director of Operations before the District will award a contract.

The District shall have the right to cancel this contract for any reason, at any time, with two week's written notice to the vendor/contractor. If the contract is cancelled, vendor must pick up all containers from the District by the 14th day after receipt of the written notice. All containers remaining on Crosby ISD property after 14 days will be removed and stored at owner's expense. After 30 days, containers will become property of Crosby ISD.

Contractor will supply transportation to and from the work site. The contractor will furnish all materials and equipment for the job. Only front end dumpster loading will be acceptable for this contract. A vendor contract representative will make monthly appointments with the Maintenance Secretary or Director for service reviews.

All containers to be leak proof (no casters) and have fully closing lids. All containers must be switched out with cleaned and sanitized containers within 3 working days after an odor problem develops and the waste service is notified at no charge. Servicing company will not be liable to pick up any refuse not placed in containers except when the company fails on previous day's pick up.

Prices are requested on a per container basis so that additional units may be added during the contract period. Pick-ups will be three days a week, Monday, Wednesday, and Friday. **All pick-ups will be before 6:00 a.m.** The vendor shall keep a time chart and provide actual times schools were serviced and provide on request.

Locations and sizes of waste containers:

| Location | Address | Container Size | Quantity | Service Schedule |
|----------------------------------|-------------------------|-----------------------|-----------------|-------------------------|
| Crosby High School | 333 Red Summit Drive | 8 cubic yds | 6 | Mon, Wed, Fri |
| Football Stadium | 14703 FM 2100 | 8 cubic yds | 1 | Mon, Wed, Fri |
| Crosby Middle School | 14703 FM 2100 | 8 cubic yds | 6 | Mon, Wed, Fri |
| Crosby Elementary | 14705 FM 2100 | 8 cubic yds | 2 | Mon, Wed, Fri |
| Drew Elementary | 223 Red Oak | 8 cubic yds | 2 | Mon, Wed, Fri |
| Newport Elementary | 430 N. Diamondhead Blvd | 8 cubic yds | 1 | Mon, Wed, Fri |
| Barrett Elementary | 815 FM 1942 | 8 cubic yds | 1 | Mon, Wed, Fri |
| Kindergarten/Pre-K Center | 5910 Pecan | 8 cubic yds | 2 | Mon, Wed, Fri |
| Operations Center | 14670 FM 2100 | 8 cubic yds | 2 | Mon, Wed, Fri |

Prices are requested on a per container basis so that additional units may be added during the contract period. Prices must include all fees, charges, and surcharges.

1. Pick up charge for each pick up of 8 cubic yard container: \$_____
2. Pick up charge for each pick up of 4 cubic yard container: \$_____
3. Haul charge for each pick up of 30 cubic yard container (on call): \$_____
4. Haul charge for each pick up of 20 cubic yard container (on call): \$_____
5. Monthly rental charge for 30 cubic yard container: \$_____
6. Monthly rental charge for 20 cubic yard container: \$_____
7. Disposal charge for 30 cubic yard container: \$_____
8. Disposal charge for 20 cubic yard container: \$_____

Felony Conviction Notice

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

- B. My firm is neither owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Detail of Conviction(s): _____

Signature of Company Official: _____

NOTICE TO BIDDER: This document must be signed in order to be deemed eligible for award. Please submit this document with your submittal. Offeror's signature affirms compliance with the following:

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- (a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror's knowledge and belief, that it and its principals:
 - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;
 - (2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and
 - (4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.
- (c) For any subcontract at any tier expected to equal or exceed \$25,000:
 - (1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - (2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.
 - (3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.

II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK

- (a) Offeror must give advance notice to the Owner 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. The District may terminate any Agreement or if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation. :
- (b) Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror 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 Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror 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 Owner property or other location where students are regularly present. District shall be the final decider of what constitutes a "location where students are regularly present." Offeror's violation of this section shall constitute a substantial failure.
- (c) If the Offeror 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.

Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION and Section II. FELONY CONVICTION NOTIFICATION.

SIGNATURE OF OFFEROR: _____ DATE: _____

PRINTED/TYPED NAME OF OFFEROR: _____

COMPANY NAME: _____ TEL#: _____

CROSBY ISD
14670 FM 2100 RD.
CROSBY, TX 77532

VIII. AFFIDAVIT OF NON-COLLUSION

The undersigned certifies that the documents (including terms and conditions) contained in the proposal have been carefully checked and are submitted as correct and final. If proposal is accepted (within 90 days unless otherwise noted), vendor agrees to furnish any and/or all items upon which prices are offered and upon conditions contained in the general conditions and specifications.

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

Name and Address of Proposer:

_____ Telephone Number: _____
_____ Fax Number: _____

Signature: _____

Name (typed/printed): _____

Title: _____

Date: _____

ENVELOPES SHOULD BE PLAINLY MARKED: "RFP# 2019-0001 Waste Collection Services"

SIGNATURE PAGE AND DECLARATION OF COMPLIANCE

Check (✓) the box that indicates business structure of Proposer

Individual/Sole Proprietorship Partnership or Joint Venture Corporation Other Entity
(State Type) _____

The undersigned certifies that (s)he is (title) of the Proposer entity named below; that (s)he is authorized to sign this Proposal Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Proposal as required by this RFP, and has the requisite authority to execute an Agreement on behalf of Proposer, if awarded, and that the 11-digit Comptroller's Taxpayer Number for the entity, if any, is:

11-digit Comptroller's Taxpayer Number

Employer Identification Number

Proposer Organization Name

By: _____

Printed Name: _____

Title: _____

By: _____

(If Proposer is a Joint Venture, an authorized signature from a representative of each party is required)

Printed Name: _____

Title: _____

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Proposal on which our Proposal is submitted with full knowledge of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Proposal. By signing and executing this proposal, I further certify on behalf of my organization and represent to the Crosby Independent School District that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this

proposal; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Crosby Independent School District concerning this proposal on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Crosby Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Crosby Independent School District in connection with information regarding this proposal, the submission of this proposal, the award of this proposal or the performance, delivery or sale pursuant to this proposal

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

OFFICE USE ONLY

Date Received

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

Signature of vendor doing business with the governmental entity

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.

Request for Taxpayer Identification Number and Certification

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

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

| | | |
|--|---|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
| | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate | Exempt payee code (if any) _____ |
| | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | Exemption from FATCA reporting code (if any) _____ |
| | <input type="checkbox"/> Other (see instructions) ▶ _____ <small>(Applies to accounts maintained outside the U.S.)</small> | |
| | 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. Also see *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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-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), 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.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Crosby Independent School District
Purchasing Department
14670 FM 2100 Rd., PO Box 2009, Crosby, TX 77532
Ph. (281) 328-9200 x 1213 ~ Fax (281) 328-9226
School Website: www.crosbyisd.org

Vendor Profile Form

The Crosby Independent School District extends its appreciation to all vendors and potential vendors with whom it conducts business and opens all opportunities to qualified vendors to compete on purchases. In order to include you in any future opportunity to compete, the following information must be submitted for your company to be included in the bid process. Please print or type the following information.

Vendor Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Remittance Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact Name: _____ Email Address (for PO's): _____

Website URL: _____

Will your company accept a Crosby ISD Purchase Order? () Yes () No

Is your company debarred or suspended or otherwise excluded from or ineligible for participation in federal grant award programs? _____ YES _____ NO

If NO and a contract is awarded, the vendor must notify the district immediately in the event the vendor becomes debarred or suspended or otherwise excluded from or ineligible for participation in federal grant award programs during the contract period.

List any current contracts for the Texas Cooperative Purchasing Memberships that may apply:

____ Region 5 ____ Choice Partners ____ DIR ____ TIPS ____ E & I ____ U.S. Communities
____ BuyBoard ____ TCPN/NIPA ____ NJPA ____ PACE ____ TexBuy ____ TxSmartBuy ____ NCPA

Is your business considered sole source? () Yes () No

If yes, please contact our purchasing department for further requirements.

Is your business a () corporation () partnership () sole proprietorship () other?

Submitted by (Please Print)

Date

Signature

Please fax your completed form to (281) 328-9226 or email it to mnelson@crosbyisd.org

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|-------------------------------|---|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY