



**BRAIN**ATION  
INSPIRING GREATNESS

# **Request for Qualifications**

Architectural/Engineering Services

October 4, 2019



## **Project Scope**

BRAINATION, Inc. DBA Inspire Academies owns a one-acre lot behind Anne Frank Inspire Academy located at 11241 Biering Lane. The lot is intended to provide an additional play area for K-12 grade level students and to increase parking capacity for adult and student drivers. Currently, the lot has a small concrete slab, small cottage to be used as a weight room, abundance of trees, and an uncapped well.

We are seeking an architectural/engineering consultant/firm to work with BRAINATION to design and manage the project to completion.

## **Project Budget**

This Request for Qualifications does not ask for fee information. Upon selection of the consultant/firm, BRAINATION will meet with the selected consultant/firm to negotiate a fee.

## **Project Schedule**

Anticipated schedule of events are as follows:

1. Request for qualifications issued – October 4, 2019
2. Qualifications and questionnaire due by 4:00 p.m. CST – October 24, 2019
3. Selection approval as directed by the Governing Board – November 1, 2019

## **Selection Process and Criteria**

BRAINATION's selection shall be made based on demonstrated competence and qualifications as provided by Texas Government Code §2254.04. In procuring architectural and engineering services, BRAINATION will first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications and then attempt to negotiate a contract with that provider at a fair and reasonable price. If a satisfactory contract cannot be negotiated with the most highly qualified provider, BRAINATION will formally end negotiations with that provider, select the next most highly qualified provider and attempt to negotiate a contract with that provider at a fair and reasonable price. BRAINATION will continue the process until a contract is entered.

Selection criteria includes consultant/firm experience, past performance, safety record, past or present litigation, proposed personnel and methodology, and any other factors demonstrating the capability to engage in this type of project. Responses to the Architect/Engineer questionnaire will be taken into consideration as well. BRAINATION will extend an invitation to meet with finalists to discuss the project and interview the consultant/firm.

BRAINATION reserves the right to identify which offeror is the most highly qualified provider. By submitting a response to the RFQ, the offeror agrees to waive any and all claims against BRAINATION arising out of or in connection with administration, evaluation, or recommendation of any response to this RFQ.

The selected offeror shall be required to provide a completed W-9, Felony Conviction Notification form, and Conflict of Interest form prior to the execution of the contract between parties.



**Issuing Office:**

This Request for Qualifications is issued by BRAINATION DBA Inspire Academies, 10325 Bandera Road, San Antonio, Texas 78250.

Questions should be addressed to the Chief Operating Officer at the above address, Attn: COO, Phone (210) 638-5012 or emailed to [jrower@brination.net](mailto:jrower@brination.net).

**Incurring Costs:**

BRAINATION is not responsible for any costs incurred by consultant/firm responding to this proposal.

**Response Date:**

**Submit (by mail or hand delivery) the original and four (4) copies** of each Statement of Qualifications in a sealed, plainly marked envelope. **To properly process the envelope containing your response, it shall be plainly marked "Statement of Qualifications - Biering Lane"**.

Qualifications will be opened on October 25, 2019 at the Issuing Office.

## STANDARD TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** Proposal must be submitted utilizing this document only and must reach BRAINATION Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** BRAINATION reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to BRAINATION and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
4. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however vendor may be removed from approved vendor list.
5. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by BRAINATION's Board of Directors.
7. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by BRAINATION, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between BRAINATION and the Contractor or between the School and the Contractor's employees. The School shall not be subject to any obligation or liabilities if the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by BRAINATION's Workers' Compensation Program.
9. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of BRAINATION (a quasi public entity) to enter into certain types of contracts, including, but not limited to, any terms and conditions relating to liens on BRAINATION's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on BRAINATION except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Contractor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to BRAINATION under applicable law.
10. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless BRAINATION, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind of any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
11. **GRATUITIES:** BRAINATION may, by written notice to the Contractor, cancel any agreement without liability to BRAINATION if it is determined by BRAINATION that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the BRAINATION with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, BRAINATION shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the School. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. **WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
15. **INTERPRETATION OF EVIDENCE:** 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 a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
16. **APPLICABLE LAW:** This contract shall be governed by the policies of the BRAINATION Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. BRAINATION Board Policies can be accessed by contacting BRAINATION.
17. **ADVERTISING:** Contractor shall not advertise or publish, without BRAINATION's prior consent, the fact that BRAINATION has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
18. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Bexar County, Texas.
19. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the BRAINATION's Board of Directors or otherwise not made available to BRAINATION.
20. **TERMINATION:** BRAINATION reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of BRAINATION, for convenience.



# Architect/Engineer Questionnaire

For RFQ - Architectural/Engineering Services

**The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:**

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with the all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify BRAINATION of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Title of Authorized Representative

**RETURN THIS PAGE IN SEALED BID/PROPOSAL PACKAGE**



# Architect/Engineer Questionnaire

For RFQ - Architectural/Engineering Services

Statements of Qualifications shall contain the following information:

1. Legal Name of Consultant/Firm Name:
2. Type of Organization (Partnership, Corp, etc.):
3. Corporate Identification Number:
4. Federal Employer Identification Number:
5. Date office established:
6. Consultant/Firm Address:
7. Consultant/Firm Telephone:
8. Website:
9. Email:
10. Name of Principal-in-Charge, Title, License Number:
11. Name of Project Manager, Title, License Number:
12. Number and type of similar projects completed:
13. Total number of K-12 school projects completed:
14. **BRAINATION requires all contractors to carry professional liability, general liability, auto liability and umbrella liability, and worker's compensation/employer's liability insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of a project.** Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker's compensation/employer's liability insurance coverage. Provide a sample certificate of insurance.

# Felony Conviction Disclosure Statement

Texas Education Code 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 BRAINATION if the person or an owner or operator has been convicted of a felony. A 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 firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

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Vendor’s Name

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Signature of Authorized Company Official

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Authorized Company Official’s Name (Please Print)

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

\_\_\_\_\_ My firm is not owned or operated by anyone who has been convicted of a felony.

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

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**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:

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(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.

# Out of State Certification

As defined by Section 2252.001 of the Texas Government Code, a “nonresident proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “**Resident Proposer**”:

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Company Name (Please Print)

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I certify that my company qualifies as a “**Nonresident Proposer**”

(NOTE: You must furnish the following information :)

Indicate the following information for your “**Resident State**”: (The state your principal place of business is located in)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

Yes

No

B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

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**Certification:** I certify that the information provided above is correct.

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Signature of Authorized Representative

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title



**State of Texas  
Health & Human Services Commission  
Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

<b>Name</b>	<b>Social Security</b>	<b>#</b>
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**III.**

As required by Section 231.006, the undersigned certifies the following:

*“Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”*

<b>Signature</b>	<b>Title</b>
<b>Printed Name</b>	<b>Date</b>

## 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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	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 Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15px; border: 1px solid black;"> </td> </tr> </table>										
or										
Employer identification number										
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15px; border: 1px solid black;"> </td> </tr> </table>										

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number 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. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

	<b>NON COLLUSIVE PROPOSAL CERTIFICATE &amp; ACKNOWLEDGMENT</b>
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p>	
<ul style="list-style-type: none"> <li>I certify that the above information is true and correct. <input type="checkbox"/> YES</li> </ul>	

	<b>CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS</b>
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<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p>	
<p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p>	
<p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	
<b>Check applicable box</b>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>I (We) certify that our company has not been debarred and is not participating in lobbying activities.</li> </ul>	
<ul style="list-style-type: none"> <li>See attached explanation and complete disclosure forms.</li> </ul>	

	<p><b>CLEAN AIR &amp; WATER ACT CERTIFICATION</b></p> <p>(This is a Federal requirement)</p>
	<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended ( 42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>

	<p><b>CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.</b></p>
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<p>Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.</p> <p>(2) <u>If any funds other than Federal appropriated funds have been paid or will be paid to any person for</u> influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit <u>StandardForm-LLL, "Disclosure of Lobbying Activities" Form</u> in accordance with its instructions.</p> <p>(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.</p>	
<b>Check applicable box</b>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> <li>I (We) certify that our company has not been debarred and is not participating in lobbying activities.</li> </ul>	
<ul style="list-style-type: none"> <li>See attached explanation and complete disclosure forms.</li> </ul>	

**I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.**

**Name/Title:** \_\_\_\_\_ **Company Name:** \_\_\_\_\_

**Original Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_