



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Nicole Rollins PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: nrollins@holmesmurphy.com
INSURED Oswalt Equipment Company dba Oswalt Restaurant Supply 4532 Enterprise Drive Oklahoma City OK 73128	INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 162341475**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5X31996	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5X31996	6/15/2024	6/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5X31996	6/15/2024	6/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	5X31996	6/15/2024	6/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Supplemental. The General Liability, and Auto Liability policies includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status, per policy terms and conditions. The General Liability policy includes a blanket additional insured endorsement that provides additional insured status, including completed and ongoing operations coverage, to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status, per policy terms and conditions. The General Liability, and Auto Liability policies contain a special endorsement with Primary and Noncontributory wording, per policy terms and conditions. The General Liability, Auto Liability, and Workers Compensation policies includes a blanket Waiver of Subrogation endorsement in favor of the certificate holder as required by written contract with the insured, per policy terms and conditions. The General Liability, Auto Liability, and Workers Compensation policies include an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder, per See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Oswalt Equipment Company dba
Oswalt Restaurant Supply
4532 Enterprise Drive
Oklahoma City OK 73128
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Holmes Murphy & Associates		NAMED INSURED Oswalt Equipment Company dba Oswalt Restaurant Supply 4532 Enterprise Drive Oklahoma City OK 73128
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

policy terms and conditions. The Umbrella Liability policy follows form of the underlying General Liability, Auto Liability, and Employer Liability policies, per policy terms and conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a.** “Bodily injury” or “property damage” expected or intended from the standpoint of an insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2)** A watercraft you do not own that is:

- (a)** Less than 60 feet long; and
(b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a.** The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:

- (1)** insureds;
(2) claims made or “suits” brought;
(3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b.** Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.

- c.** If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.

- d.** Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs **1.b.** and **1.d.** are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by any vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.
 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.
 With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - (1) This insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to **5.a.** above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph **5.** above, \$10,000 is the Medical Expense Limit we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. “Your work” for the additional insured and included in the “products – completed operations hazard”.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to “bodily injury,” “property damage” and “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) And Description(s) Of Completed Operations:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the Schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR
ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSURED

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. **Exclusions in Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage **Form's Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR
ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION PROVIDED BY US TO PERSON(S) OR
ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

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LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

This policy is subject to the following additional Conditions:

If we cancel this policy by notice to the first Named Insured, for any statutorily permitted reason other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to any person(s) or organization(s) with whom you have agreed in a written contract or agreement to provide such person(s) or organization(s) with a notice of cancellation but only if:

1. You have provided the name and address of such person(s) or organization(s) to your authorized agent; and
2. Your authorized agent provides us with that list within three (3) business days from the date we request it from them.

If notice is mailed, proof of mailing to the last known mailing address of such person(s) or organization(s) will be sufficient proof of notice.

Failure to provide such notice to such person(s) or organization(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon us, our agents or our representatives.

OKLAHOMA CANCELLATION, NONRENEWAL AND CHANGE ENDORSEMENT

This endorsement applies to the insurance provided by the policy because Oklahoma is shown in Item 3.A. of the Information Page.

The **Cancellation** Condition in Part Six (Conditions) of the policy is replaced by the following condition:

D. Cancellation

1. You may cancel this policy. You must mail or deliver to us not less than 30 days advance written notice stating when the cancellation is to take effect. Cancellation of coverage will be effective at 12:01 a.m. thirty (30) days after the date the cancellation notice is received by us, unless a later date is specified in the notice to us. You may cancel this policy effective less than 30 days after written notice is received by us where you have obtained other coverage or have become a self-insurer.
2. We may cancel this policy. We will mail to you advance written notice stating when the cancellation is to take effect.
 - a. At any time during the policy period, we may cancel for nonpayment of premium. If we cancel for nonpayment of premium, we will mail notice of cancellation to you and to the Workers Compensation Commission at least 10 days before the cancellation is to take effect.
 - b. If we cancel this policy for a reason other than nonpayment of premium, we will mail notice of cancellation to you and to the Workers Compensation Commission at least 30 days before the cancellation is to take effect.
 - c. If this policy has been in effect for more than 45 business days or is a renewal policy, we may cancel for only one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
 - (3) Discovery of willful or reckless acts or omissions on the part of the named insured which increase any hazard insured against;
 - (4) The occurrence of a change in the risk which substantially increases any hazard insured against after insurance coverage has been issued or renewed;
 - (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any insured property or the occupancy thereof which substantially increases any hazard insured against;
 - (6) A determination by the Insurance Commissioner that the continuation of the policy would place the insurer in violation of the insurance laws of this state;
 - (7) Conviction of the named insured of a crime having as one of its necessary elements an act increasing any hazard insured against; or
 - (8) Loss of or substantial changes in applicable reinsurance.
3. Mailing notice of cancellation to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
4. The policy period will end on the day and hour stated in the cancellation notice.
5. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

Part 6 (Conditions) of the policy is amended by adding the following provisions:

F. Nonrenewal

1. If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to you at least 45 days before:
 - a. The expiration date of this policy; or
 - b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
2. Any notice of nonrenewal will be mailed or delivered to you at the mailing address shown in Item 1 of the Information Page. If notice is mailed:
 - a. It will be considered to have been given to you on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.

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3. If notice of nonrenewal is not mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
4. We will not provide notice of nonrenewal if:
 - a. We, or another company within the same insurance group, have offered to issue a renewal policy; or
 - b. You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
5. If we have provided the required notice of nonrenewal as described above, and thereafter extend the policy for a period of 90 days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

G. Notice of Premium or Coverage Changes Upon Renewal

1. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to you, at the mailing address shown in Item 1 of the Information Page.
2. Any such notice will be mailed or delivered to you at least 45 days before:
 - a. The expiration date of this policy; or
 - b. An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
3. If notice is mailed:
 - a. It will be considered to have been given to you on the day it is mailed.
 - b. Proof of mailing will be sufficient proof of notice.
4. If you accept the renewal, the premium increase or deductible, limits or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
5. If notice is not mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until the earlier of:
 - a. 45 days after notice is given; or
 - b. The effective date of replacement coverage obtained by you.
6. If you then elect not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
7. We will not provide notice of the following:
 - a. Changes in a rate or plan filed with or approved by the Insurance Commissioner or filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act and applicable to an entire class of business; or
 - b. Changes based upon the altered nature or extent of the risk insured; or
 - c. Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 35 06 01 F
(Ed. 2-14)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No.	Endorsement No. Premium
Insurance Company	Countersigned by_____	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.

Oswalt Restaurant Supply Kaleigh Allison

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.

N/A

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.

N/A

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

Kaleigh Allison
Signature of vendor doing business with the governmental entity

01/09/2025

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.



CROWLEY
INDEPENDENT SCHOOL DISTRICT

512 Peach Street
Crowley, TX 76036-0688
817-297-5800
www.crowleyisdtx.org

VENDOR CONTACT INFORMATION (CORPORATE/HEADQUARTERS INFO HERE)

Primary Contact/Title:

Company name:

Phone:

Fax:

E-mail:

Registered company address:

City:

State:

ZIP Code:

Website:

M/WBE:

HUB:

DUN:

EIN or SS#:

PURCHASE ORDER ADDRESS (PURCHASE ORDERS ARE SENT HERE)

Contact Person:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Division/Bid#:

REMIT ADDRESS (THE CHECK WILL BE SENT HERE)

Location Name/Type:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Division/Bid#:

Location Name/Type:

Address:

City:

State:

ZIP Code:

Phone:

Fax:

E-mail:

Division/Bid#:

HOW WOULD YOU LIKE TO RECEIVE YOUR PURCHASE ORDERS? EMAIL, FAX OR US MAIL

CHECK ALL THAT APPLY

☐ US Mail

☐ Fax

☐ E-Mail

PLEASE LIST ANY CURRENT AWARDED BIDS YOU HAVE WITH CISD OR CURRENT CO-OPS

Bid#:

Contact:

Phone:

Bid#:

Contact:

Phone:

Bid#:

Contact:

Phone:

SIGNATURES OF COMPANY OFFICIAL

Print Name: _____

Signature: Kaleigh Allison

Digitally signed by Kaleigh Allison
Date: 2025.01.09 10:24:37 -06'00'

Print Title: _____

Date: _____

EMAIL TO: NADIA.POWERS@CROWLEY.K12.TX.US

From: [Chaya Pennington](#)
To: [Powers, Nadia L](#)
Subject: RE: Reference Check-Oswalt Restaurant Supply
Date: Wednesday, January 15, 2025 8:56:28 AM
Attachments: [image004.png](#)
[image005.png](#)
[image002.png](#)

CAUTION: This email originated from outside Crowley ISD District. Do not click links or open attachments unless you recognize the sender and know the content is safe.

[Book time with Chaya Pennington](#)

CHAYA PENNINGTON | SHE/HER

Instructor
Culinary Arts

✉ chaya.pennington@metrotech.edu

📞 405.595.4317

📍 Metro Tech Business & Technology Center
1800 Springlake Dr | Oklahoma City, OK 73111

metrotech.edu | 405.424.TECH



From: Powers, Nadia L <nadia.powers@crowley.k12.tx.us>
Sent: Tuesday, January 14, 2025 4:26 PM
Subject: Reference Check-Oswalt Restaurant Supply

[EXTERNAL EMAIL]

Good afternoon,

My name is Nadia Powers, Director of Purchasing with Crowley ISD and the company **Oswalt Restaurant Supply** listed your organization as a reference. We are in the process of reviewing all responsive Requests for proposals for Kitchen Equipment For DeerCreek ES, MeadowCreek ES & Sycamore ES. If you can please provide your responses to the below questions at your earliest convenience, I would really appreciate it. Thank you for your time in advance.

Reference Question	Answers from Requestee
1. What is the name of the person providing this reference check along with your organization	Chaya Pennington, Metro Technology Centers

name?	
2. Please describe what product and or service this company provided to your organization.	Complete kitchen renovation
3. Was the communication with the contractor adequate?	Yes
4. How satisfied were you with the delivery of the goods/service provided by this vendor? (Poor; Below Average; Average; Above Average; Excellent)	Excellent
5. Why did your organization select this company over other vendors that can provide the same and or similar service?	The service is outstanding
6. How responsive was this vendor in addressing and or correcting problems to identified services? (Poor; Below Average; Average; Above Average; Excellent)	Excellent
7. Have you done business with this company in the last 12 months? (Yes or No) If no, please advise the last time you done business with this identified vendor.	Yes
8. If you are still utilizing this vendor, how likely are you to continue a business relationship with this company? (Likely or Unlikely)	Likely
9. Please provide any relevant information you would like to share about this company?	

Thank you,

Nadia Powers, M.S.Ed., RTSBA

Director of Purchasing

Crowley ISD



****Interested in Doing Business with Crowley ISD, please visit crowleyisdtx.ionwave.net and sign up for**

*bid notifications for possible business opportunities.***



Project:

Crowley ISD RFP# 050-2024-2025
Fort Worth, TX

From:

Oswalt Restaurant Supply
Kaleigh Allison
4532 Enterprise Dr.
Oklahoma City, OK 73128
(405)843-9000

Job Reference Number: 050-2024-2025

Item	Qty	Description	Sell	Sell Total
2	3 ea	WASHER Speed Queen Speed Queen Washer	\$1,597.66	\$4,792.98
ITEM TOTAL:				\$4,792.98
3	3 ea	DRYER Speed Queen Speed Queen Dryer	\$1,597.66	\$4,792.98
ITEM TOTAL:				\$4,792.98
4	6 ea	MILK COOLER Mod-U-Serve Single Drop Front Milk Cooler, 34"W, single access, (8) case capacity, mobile modular, enclosed base, hasp locking device, corner bumpers, digital temperature display, valve drain, stainless steel exterior, interior liner & doors, 5" casters (2 locking), 1/3hp, UL, NSF	\$4,625.85	\$27,755.10
	6 ea	1 yr. parts and labor warranty std.		
ITEM TOTAL:				\$27,755.10
5	3 ea	HEATED HOLDING PROOFING CABINET, MOBILE Metro C5™ 3 Series Heated Holding & Proofing Cabinet, lower wattage, with Red Insulation Armour™, mobile, full height, insulated, Dutch clear polycarbonate doors, removable bottom mount control module, thermostat to 200°F, fixed wire slides on 3" centers (18) 18" x 26" or (34) 12" x 20" x 2 1/2" pan capacity, 5" casters (2 with brakes), aluminum, 120v/60/1 ph, 1440 watts, 12 amps, NEMA 5 15P, cULus, NSF	\$3,486.25	\$10,458.75
	3 ea	1 year warranty against manufacturing defects		
ITEM TOTAL:				\$10,458.75

Item	Qty	Description	Sell	Sell Total
6	6 ea	PASS-THRU HEATED CABINET Utility Refrigerator Hot Food Cabinet, pass-thru, 24.0 cu. ft., one-section, (4) chrome plated wire shelves per section, dial thermometer, Unigrip™ handle, fiberglass insulation, manual reset high limit switch, digital temperature control, phenolic breakers, standard depth, half-height solid stainless steel doors, welded corners, stainless steel exterior & interior	\$14,041.44	\$84,248.64
	6 ea	Five year parts, one year labor warranty, lifetime telephone tech support, standard		
	6 ea	115v/60/1-ph, cord & NEMA 5-15P, standard **TO BE HARDWIRED - NO CORD & PLUG**		
	6 ea	Front: (kitchen control side) door hinged on right, standard		
	6 ea	Rear: (serving side) door hinged on right, standard		
	6 ea	Rehinging feature (Priced Per Door)		
	6 ea	Interior high intensity LED lighting		
	60 ea	Additional chrome wire shelf, each		
	6 ea	Full height, 12" high top mount, standard		
	6 ea	6" adjustable heavy duty legs, standard		
ITEM TOTAL:				\$84,248.64
7	6 ea	PASS-THRU REFRIGERATOR Utility Refrigerator Refrigerator, pass-thru, 24.0 cu. ft., one-section, expansion valve, high/low side service valves, sight glass, low pressure burnout protection, (4) chrome plated wire shelves per section, digital temperature control, interior LED lighting, Unigrip™ handle, standard depth, half-height solid stainless steel doors, welded corners, stainless steel exterior & interior, top mounted self-contained, 1/4 hp	\$11,454.92	\$68,729.52
	6 ea	Five year parts, one year labor warranty, lifetime telephone tech support, standard		
	6 ea	Five year compressor warranty		
	6 ea	115v/60/1-ph, cord with NEMA 5-15P, standard		
	6 ea	Rehinging feature (Priced Per Door)		
	6 ea	Front: (kitchen control side) door hinged on right, standard		
	6 ea	Rear: (serving side) door hinged on right, standard		
	6 ea	Top-mounted evaporator coil, for standard depth units only		
	6 ea	6" adjustable heavy duty legs, standard		
ITEM TOTAL:				\$68,729.52
8	12 ea	COMBI OVEN, GAS Alto-Shaam Prodigi™ Pro Combi Oven/Steamer, gas, boiler-free, countertop, (7) 18" x 26" full size sheet or (16) 12" x 20" full size hotel pan (GN	\$25,680.39	\$308,164.68

Item	Qty	Description	Sell	Sell Total
		1/1) capacity, Wi-Fi enabled control with steam/convection/combi cooking modes, programmable cool-down, SafeVent™ steam venting, removable "T" style temperature probe, (3) power levels, (5) cleaning levels, triple-pane door, (2) side racks with (8) non-tilt support rails, high efficiency LED lighting, door hinged right, stainless steel construction, adjustable stainless steel legs, 98,000 BTU, EcoSmart®, cULus, UL EPH Classified, CE, IPX5, EAC, ENERGY STAR®		
12 ea		NOTE: Subject to Manufacturer's Terms & Conditions. See Documents Section		
12 ea		One year parts and labor warranty, standard		
12 ea		It is the sole responsibility of the owner/operator/purchaser of this equipment to verify that the incoming water supply is comprehensively tested and, if required, provide a means of water treatment that would meet the compliance requirements with the manufacturers water quality standards published on the product spec sheet. Non-compliance with these minimum standards will potentially damage this equipment and/or components and VOID the original equipment manufacturers warranty		
12 ea		Alto-Shaam Prodigy Factory Authorized Installation Program (First unit only) ((NET) NO FURTHER DISCOUNTS APPLY)		
12 ea		Alto-Shaam Prodigy Factory Authorized Installation Program, for Table-top Units, per each additional unit ((NET) NO FURTHER DISCOUNTS APPLY)		
12 ea		Installation Program includes: <ol style="list-style-type: none"> 1. Travel within 60 miles (120 miles round-trip) of installer 2. Pre-installation site survey 3. Professionally reviewed and managed installation process 4. Assembly of purchased equipment 5. Assembly of any accessories 6. Placement and leveling of unit 7. Connection to existing utilities within three feet of unit 8. Mechanical to ensure proper function (Note: Installation of units outside of the 60 mile radius will require additional travel charges payable by the customer) <p>Installation Program does not include:</p> <ol style="list-style-type: none"> 1. Delivery to end user location 2. Unit must be within five feet of and have a clear and unobstructed path to final destination 3. Special licensing or permits 4. Overtime travel or labor 5. Removal of packing material 6. Removal and scrapping of old unit 7. Installation kit 		

Item	Qty	Description	Sell	Sell Total
	12 ea	Specify gas type		
	12 ea	Natural gas		
	12 ea	TURBO without Smoker, standard		
	12 ea	120v/60/1-ph, 6.8 amps, .84kW, 12 AWG, NO cord or plug		
	12 ea	Wifi, standard		
	12 ea	Stacked		
	6 ea	Reverse Osmosis System, 10 gallon hydropneumatic storage tank, up to 175 gpd production, operates at line pressure (non-electric), particulate & chlorine reduction prefilter, mineral-addition cartridge, post-filter for chloramine reduction, full system bypass valve and valve-in-head system shut off, includes hose, tubing & fittings for installation, compact wall-mount processor with remote storage tank provides installation flexibility, Include manifold (Y-Fitting) for stacked oven connection (For Stacked Application) ((NET) NO FURTHER DISCOUNTS APPLY)		
	12 ea	NOTE: Factory Authorized Installation Program (above) MUST be selected for water filtration field install option to become available		
	12 ea	Reverse Osmosis System Field Install Program ((NET) NO FURTHER DISCOUNTS APPLY)		
	12 ea	Removable "T" style temperature probe, standard		
	12 ea	Alto-Shaam, Concentrated Oven Cleaner, Quantity 50 tablets per container (75 gram tablet size). (Replaces CTP/CTC cleaner, CE-36354)		
	12 kt	Installation Kit, for gas combi ovens, Copper, rated up to 20.0 amps, per oven ((NET) NO FURTHER DISCOUNTS APPLY) (Note: Required to meet NYC requirements)		
ITEM TOTAL:				\$308,164.68
9	6 ea	STACKING HARDWARE	\$1,583.93	\$9,503.58
		Alto-Shaam		
		Stacking Hardware		
ITEM TOTAL:				\$9,503.58
10	12 ea	INSTALLATION KIT	\$973.00	\$11,676.00
		Alto-Shaam		
		INSTALLATION KIT		
ITEM TOTAL:				\$11,676.00

Item	Qty	Description	Sell	Sell Total
11	12 kt	BLUE HOSE GAS CONNECTOR KIT Dormont Manufacturing Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty	\$178.83	\$2,145.96
ITEM TOTAL:				\$2,145.96
12	3 ea	HD RANGE, 18", 2 OPEN BURNERS Vulcan V Series Heavy Duty Range, gas, 18", (2) 35,000 BTU open burners, cast iron grates, storage base with cabinet doors, stainless steel front, front top ledge, sides, base, burner box & stub back, 6" adjustable legs, 70,000 BTU, CSA, NSF	\$5,574.56	\$16,723.68
	3 kt	Dormont Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty		
	3 ea	1 year limited parts & labor warranty, standard		
	3 ea	Natural gas (specify elevation if over 2,000 ft.)		
	3 ea	3/4" NPT pressure regulator with reducer (Natural gas)		
	3 ea	1-1/4" rear gas connection, standard		
	3 ea	Rear gas connection: cap & cover, both ends		
ITEM TOTAL:				\$16,723.68
13	3 ea	CANRK162M Regency CANRK162M	\$631.07	\$1,893.21
ITEM TOTAL:				\$1,893.21
14	6 ea	UTILITY CART Little Giant LG-2436-BRK	\$319.53	\$1,917.18
ITEM TOTAL:				\$1,917.18
15	3 ea	DUNNAGE RACK Regency Dunnage Rack	\$101.46	\$304.38
ITEM TOTAL:				\$304.38

Item	Qty	Description	Sell	Sell Total
16	6 ea	DRYING STORAGE RACK Cambro Camshelving® Premium Mobile Angled Drying Rack Cart, 24"W x 48"L x 75-1/4"H, includes: (4) boxes of drying cradles for (4) levels, (8) mobile traverses, (2) pre-assembled post kits, (4) premium swivel casters with total locking brake, max. weight bearing 900 lbs., speckled gray, NSF listed components	\$1,117.07	\$6,702.42
ITEM TOTAL:				\$6,702.42
17	3 ea	PAN RACK Regency Pan Rack	\$372.29	\$1,116.87
ITEM TOTAL:				\$1,116.87
18	6 ea	TRAY RACK DISPENSER Caddy Caddy Magic Tray Dispenser, cantilever style, unheated, single stack, for 14" x 18" trays (end load), capacity up to (75) trays, self-leveling platform, 4" swivel casters, NSF	\$1,784.57	\$10,707.42
ITEM TOTAL:				\$10,707.42
19	12 ea	PLASTIC SHELVING UNIT Metro MetroMax® 4 Starter Shelving Unit, 36"W x 24"D x 74"H, rust proof, 800 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all-polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF	\$477.25	\$5,727.00
ITEM TOTAL:				\$5,727.00
20	36 ea	PLASTIC SHELVING UNIT Metro MetroMax® 4 Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 600 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid all-polymer shelves with removable shelf mats, bag of (4) wedge connectors for each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF	\$633.49	\$22,805.64
ITEM TOTAL:				\$22,805.64
21	18 ea	PLASTIC SHELVING UNIT Metro MetroMax® i Starter Shelving Unit, 60"W x 24"D x 74"H, rust proof, 750 lb. capacity per shelf, 2000 lb. capacity per unit, (5) open grid polymer shelves with reinforced type 304 stainless steel corners and removable polymer shelf mats, bag of (4) wedge connectors included with each shelf, (4) polymer posts, Microban antimicrobial product protection, KD, NSF	\$899.38	\$16,188.84
ITEM TOTAL:				\$16,188.84

Total

\$616,354.83

Prices Good Until: 03/14/2025

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$616,354.83



RFP-050-2024-2025 Addendum 1

Oswalt Restaurant Supply

Oswalt Restaurant Supply

Supplier Response

Event Information

Number: RFP-050-2024-2025 Addendum 1
Title: Kitchen Equipment For DeerCreek ES, MeadowCreek ES & Sycamore ES
Type: Request for Proposal
Issue Date: 12/18/2024
Deadline: 1/14/2025 02:00 PM (CT)
Notes: **Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with specific kitchen equipment that will be housed at DeerCreek ES, MeadowCreek ES & Sycamore ES. Full list of items including locations can be located under the "Attachments" tab of this RFP.**

No exceptions or alternates will be accepted for this RFP. Below is a snapshot of items being requested in this RFP. This RFP

will be awarded to one (1) vendor based on the evaluation criteria of this RFP. The awarded vendor will work with the Director of Maintenance regarding delivery of items in question.

Manufacturer #	Item Description	Quantity Being Requested
TC5003WN	Speed Queen Washer	3
DC5003WE	Speed Queen Dryer	3
MCT-SM1	Mod-U-Serve Drop Front Milk Cooler	6
C539-CLDC-4	Metro Mobile Proofer	3
PT-HC-30-SS-2S-2S-D	Utility PassThrough Heated Cabinet	6
PT-R-30-SS-2S-2S-D	Utility PassThrough Refrigerator	6
7-20G PRO	Alto Shaam NG 120 Volt Oven	12
5016707	Stacking Hardware	6
5026980	Installation Kit	12
1675KIT48	Dormont Blue Hose Gas Connection Kit	12
V2B18B	Vulcan Gas Range	3
CANRK162M	Regency Can Rack	3
LG-2436-BRK	Little Giant Utility Cart	6
600DP482212 P	Regency Dunnage Rack	3
CPMU244875 PDPKG	Cambro Mobile Drying Rack	6
600PR20316K	Regency Pan Rack	3
CM-1814-C	Mobile Tray Lowerator	6
Metro 5X537G4	Cold Storage Shelving	12
Metro 5X567G4	Cold Storage Shelving	36
Metro 5X56GX3	Dry Storage Shelving	18

This RFP is in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200, the United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) to procure vendors who provide goods and or services purchased by Crowley ISD using federal funds. All qualified vendors are encouraged to participate, including any vendor that has been awarded to a previous proposal with CISD. This proposal may be utilized by local, state, federal, child nutrition and grant funded programs.

The District reserves the right to award to a single vendor and/or multiple vendors based on the evaluation criteria and is deemed to be most advantageous to the District. Vendors are allowed to NO BID the line items they do not have access to. All submitted proposals will be evaluated.

All new equipment are turn-key purchases and must include all needed installations, equipment and related costs. This is not a public works proposal.

The District reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected, among other reasons, for any of the following specific reasons:

- A. Proposal received after the time limit for receiving proposals as stated in the advertisement.
- B. Proposal containing any irregularities.
- C. Unbalanced value of any items.
- D. Improper or insufficient proposal guaranty, if required.
- E. Where the Proposer, any Sub-contractor or Supplier, or the surety on any bond given, or to be given, is in litigation with the District or where such litigation is contemplated or imminent, in the sole opinion of the District.

*****Crowley ISD will be closed in observance of the holiday break from 12-23-2024 through 1-3-2025. The District will re-open on 1-6-2025.*****

All questions must be submitted via lonwave by 12:00 PM noon on 1-6-2025. No verbal responses will be provided. Should any questions be submitted via lonwave, all questions will be provided an answer on 1-7-2025 via lonwave via end of business day.

Bid will close promptly at 2pm on 1/8/2025. Prices will be read aloud on 1/8/2025 at 2:30pm via Zoom. The Zoom link is provided within attribute #16 and this reading is not mandatory. Once bid is evaluated, the recommendation is taken to CISD Board for approval, a notice of selection will go out in lonwave to vendors that submitted to this RFP.

Contact Information

Contact: Nadia Powers Director of Purchasing

Address: Purchasing

1900 Crowley Pride Dr.

Fort Worth, TX 76036

Phone: (817) 297-5219

Fax: (817) 297-5203

Email: nadia.powers@crowley.k12.tx.us

Oswalt Restaurant Supply Information

Contact: Kaleigh Allison
Address: 4532 Enterprise Drive
OKC, OK 73128
Phone: (405) 843-9000
Email: estimating@oswalt.biz

By submitting your response, you certify that you are authorized to represent and bind your company.

Kaleigh Allison

Signature

Submitted at 1/13/2025 10:35:05 AM (CT)

kaleigh.allison@oswalt.biz

Email

Requested Attachments

M/WBE/HUB Certificates

No response

Attach M/WBE/HUB Certificates here

Additional Certification and or License

No response

Attach Additional Certification and or License here

Main Vendor Info form

CISD Main Vendor Info Form
Update 2-10-2020 (Fillable).pdf

Attach completed vendor information form here

W9 Form

W9 DONE.pdf

Attach Vendor W9 Here

Certificate of Insurance

Certificate of Liability
Insurance.pdf

Attach copy of COI here

Conflict of Interest Questionnaire

CIQ.pdf

Download the CIQ from the Attachments tab and upload a completed copy here.

Disclosure of Lobbying Activities

No response

Attach Disclosure of Lobbying Activities here if applies

Data Sharing Agreement

No response

Attach completed Data Sharing Agreement here if it applies

Proposed Specifications

Schedule A1.pdf

Please proposed specifications here in PDF format. This should be for all items being requested in this RFP.

Response Attachments

Thank you.docx

Thank you

Bid Attributes

1 Holiday Observance Closure

*****Crowley ISD will be closed in observance of the holiday break from 12-23-2024 through 1-3-2025. The District will re-open on 1-6-2025.*****

All questions must be submitted via lonwave by 12:00 PM noon on 1-6-2025. No verbal responses will be provided. Should any questions be submitted via lonwave, all questions will be provided an answer on 1-7-2025 via lonwave via end of business day.

2 Section 1.0 - Proposal Requirements

3 Authorized Signature

The undersigned, in submitting this Request for Proposals and endorsement of same, represents that he/she is authorized to obligate his/her Firm, that he/she is an equal opportunity employer and will not discriminate with regard to race, color, religion, sex, national origin, age or disability unrelated to job performance of this Bid/Proposal; that he/she will abide by all the policies and procedures of CISC; and that he/she has read this entire Bid/Proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements in ALL sections of this RFP.

~~~This is your electronic signature.

☒ Yes

☐ No

### 4 Authorized Representative Name and Title

Name and title of authorized official signing this document.

Kaleigh Allison

### 5 Crowley ISD Instructions to Proposers

Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with specific kitchen equipment that will be housed at DeerCreek ES, MeadowCreek ES & Sycamore ES. Full list of items including locations can be located under the "Attachments" tab of this RFP.

Interested vendor must review and agree to the Instructions document located in the Attachment tab of this RFP.

~~~This is your electronic signature.

☒ Yes

☐ No

6 Crowley ISD Standard Terms and Conditions

Crowley ISD standard terms and conditions are listed in an attachment. Please check if you agree to CISC standard terms and conditions.

~~~This is your electronic signature.

☒ Yes

☐ No

## 7 Additional General Conditions

1. If any work is completed on District premises, when the Vendor arrives at any school/facility, it is required that Vendor's representatives report to the District designated project manager, and to the main office when open, and sign in. If the Vendor is working multiple days, they are required to report on a daily basis and sign in. Proper clothing will be worn at all times. Sleeved t-shirts and long pants are the preferred attire with the company logo on the shirts. Any deviation from this will be reviewed for acceptance. CISD requires all Vendors doing business on CISD property to have their employees and vehicles easily identifiable from company logos on items such as vehicles, ball caps, shirts, and/or ID badges.
2. Alcohol, tobacco, and firearms are prohibited on all District property.
3. Any damage done to CISD property or its customer's property is the sole responsibility of the Vendor.
4. Vendors response shall include any and all costs within their proposal response, including but not limited to costs of bonding, delivery, permits, specialized equipment, or any other cost necessary.
5. Any product provided is to be factory new, and carry full factory warranty. No refurbished units.
6. The Vendor shall be solely responsible for its use of any subcontractor or any third-party acting on behalf of the Vendor.
7. Once a project begins, the Vendor selected must finish the work.
8. Vendor is to adhere to all specifications within this proposal request or otherwise attached. Any instance where any requirement is unclear or not specified, it shall not affect adherence to any other specification, and the Vendor shall use commercially reasonable efforts to satisfy any such requirement.

~~~This is your electronic signature.

☒ Yes

☐ No

8 Crowley ISD District Overview

The Crowley Independent School District (the "District") is a school district (political subdivision) located in Tarrant and Johnson Counties and is part of the Dallas-Fort Worth metroplex. The District covers approximately 57 square miles with an estimated population of approximately 80,000 people. The area's economy relies on manufacturing, agriculture and mineral production. Agricultural income is derived from beef cattle, dairy cattle, horses, cotton and grain. Minerals produced include oil, gas, sand and gravel.

The District employs over 2,400 employees and educates over 17,000 students. There are 63 languages spoken by students that attend Crowley ISD. Currently, Crowley ISD consists of 25 campuses, 15 elementary schools (PK-5 grade span), four (4) middle schools (6-8 grade span), two (2) 9th grade centers, two (2) high schools (10-12 grade span), one (1) learning center, one (1) career and technology center. The District is currently experiencing unprecedented growth and is averaging 1,171 annual new home closings.

Interested Proposers, please click on the below hyperlink to review the most recent demographic report. You may also copy and paste the hyperlink to your browser to open and view.

<https://drive.google.com/file/d/1avSXaYYzVnsiZ57jID6uGRi0ifTolzY3/view>

9 Communications Statement

Communications: Contact between vendors and Crowley ISD representatives and or Crowley ISD Board of Trustees during the proposal process and or evaluation process is prohibited. Any attempt by vendors during the proposal process and or during the evaluation process to contact CUSD representatives and or Crowley ISD Board of Trustees, may result in disqualification of your bid response. All communication shall go through the Purchasing Department during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. Response to questions will be posted in the form of an addendum to this request for qualifications via lonwave should there be any questions received. The vendors will be responsible for reviewing any posted applicable addenda. This is your electronic signature stating that you understand.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

## Scope of Work

Crowley ISD is receiving RFP's (Request for Proposals) for vendors that can supply the district with specific kitchen equipment that will be housed at DeerCreek ES, MeadowCreek ES & Sycamore ES. Full list of items including locations can be located under the "Attachments" tab of this RFP.

**No exceptions or alternates will be accepted for this RFP. Below is a snapshot of items being requested in this RFP. This RFP will be awarded to one (1) vendor based on the evaluation criteria of this RFP. The awarded vendor will work with the Director of Maintenance regarding delivery of items in question.**

| Manufacturer #      | Item Description                     | Quantity Being Requested |
|---------------------|--------------------------------------|--------------------------|
| TC5003WN            | Speed Queen Washer                   | 3                        |
| DC5003WE            | Speed Queen Dryer                    | 3                        |
| MCT-SM1             | Mod-U-Serve Drop Front Milk Cooler   | 6                        |
| C539-CLDC-4         | Metro Mobile Proofer                 | 3                        |
| PT-HC-30-SS-2S-2S-D | Utility PassThrough Heated Cabinet   | 6                        |
| PT-R-30-SS-2S-2S-D  | Utility PassThrough Refrigerator     | 6                        |
| 7-20G PRO           | Alto Shaam NG 120 Volt Oven          | 12                       |
| 5016707             | Stacking Hardware                    | 6                        |
| 5026980             | Installation Kit                     | 12                       |
| 1675KIT48           | Dormont Blue Hose Gas Connection Kit | 12                       |
| V2B18B              | Vulcan Gas Range                     | 3                        |
| CANRK162M           | Regency Can Rack                     | 3                        |
| LG-2436-BRK         | Little Giant Utility Cart            | 6                        |
| 600DP482212P        | Regency Dunnage Rack                 | 3                        |
| CPMU244875PDPKG     | Cambro Mobile Drying Rack            | 6                        |
| 600PR20316K         | Regency Pan Rack                     | 3                        |
| CM-1814-C           | Mobile Tray Lowerator                | 6                        |
| Metro 5X537G4       | Cold Storage Shelving                | 12                       |
| Metro 5X567G4       | Cold Storage Shelving                | 36                       |
| Metro 5X56GX3       | Dry Storage Shelving                 | 18                       |

This RFP is in accordance with Title 2 of the Code of Federal Regulations (2 CFR) Part 200, the United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) to procure vendors who provide goods and or services purchased by Crowley ISD using federal funds. All qualified vendors are encouraged to participate, including any vendor that has been awarded to a previous proposal with CISC. This proposal may be utilized by local, state, federal, child nutrition and grant funded programs.

The District reserves the right to award to a single vendor and/or multiple vendors based on the evaluation criteria and is deemed to be most advantageous to the District. Vendors are allowed to NO BID the line items they do not have access to. All submitted proposals will be evaluated.

All new equipment are turn-key purchases and must include all needed installations, equipment and related costs. This is not a public works proposal.

~~~This is your signature stating you agree to the scope of work.

☒ Yes, I understand

☐ No

1
1**Delivery of All Equipment**

Items must be delivered to Cisd Warehouse Building 10400 N. Crowley Rd. Crowley TX 76036. There is a dock available for the awarded vendor to utilize during the delivery. Awarded vendor will work with Director of Maintenance on schedule for installation of equipment.

As a reminder, all new equipment are turn-key purchases and must include all needed installations, equipment and related costs.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

1  
2**Removal of Packaging**

The awarded vendor(s) will be required to remove and discard from Crowley ISD premises any and all packaging for this project.

~~~This is your electronic signature that you agree.

☒ Yes, I understand

☐ No

1
3**Period of Performance**

The period of performance will be from date of award through June 30, 2025. Crowley ISD has the option to extend this RFP at the end of any period of performance for up to 120 days if determined to be in the best interest of the district to ensure availability of products and or services for the quantity and items as identified. All purchases will be subject to the terms and conditions of this RFP.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

1  
4**Estimated Annual Expenditures**

Based on the current needs of Crowley ISD, the District estimates the spend amount for this purchase to be approximately \$684,000.00.

**\*\*This amount is an approximate. Actual amount will depend on awarded numbers.\*\***

1  
5**Tentative Timeline Information**

| Timeline                                                                                                                                 | Date                          |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| RFP Advertised Date                                                                                                                      | 12/18/2024 9:00 A.M. CST      |
| All RFP Questions Due via lonwave                                                                                                        | 1/6/2025 12:00 P.M. CST       |
| All RFP Questions will be answered in lonwave                                                                                            | 1/7/2025 End of Business Day  |
| RFP Closing Date<br><b>**Note this RFP will be publicly read aloud at 2:30 p.m. via Zoom on this date. Zoom Link in attribute #17.**</b> | 1/8/2025 2:00 P.M. CST        |
| Future Action Board Agenda Item                                                                                                          | January 2025                  |
| Consent Board Agenda Item For Board Approval                                                                                             | January 2025 or February 2025 |
| Anticipated Award Date                                                                                                                   | Upon Board Approval Date      |



**Award Information**

The District reserves the right to award to a single vendor and/or multiple vendors based on the evaluation criteria and is deemed to be most advantageous to the District. Vendors are allowed to NO BID the line items they do not have access to. All submitted proposals will be evaluated.

CISD has the right to terminate said contract at any time with any vendor if it is in the best interest of the District. If contract will be terminated, vendor will receive a notice 30 days prior to termination from the Purchasing Department. Crowley ISD has the option to extend this RFP at the end of any period of performance for up to 120 days if determined to be in the best interest of the district to ensure availability of products and or services that have been identified in this RFP.

**\*\*Do not provide any goods and or services without a bona-fide purchase order signed by the Director of Purchasing.\*\***

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

1
7**RFP Closing**

The bid will close promptly at 2:00 pm on January 8, 2025. This RFP will be publicly opened via Zoom at 2:30 pm on January 8, 2025. The bid tabulation reading of this RFP is not mandatory for vendors to attend. Proposal offer must remain valid for at least 180 days. All vendors will be notified of outcome selection awarded via lonwave once bid has been evaluated and awarded.

To attend to the RFP closing call where each prospective bidder's submission will be read aloud, please click on the URL link at 2:30 p.m. CST on January 8, 2025 to attend. **Please note, no questions will be answered during this time.**

Nadia Powers is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://crowley-k12-tx-us.zoom.us/j/98917778490?pwd=VMaz18hmSOqEkOaGXb8dq91os1jRuW.1>

Meeting ID: 989 1777 8490

Passcode: 038607

One tap mobile

+13462487799,,98917778490# US (Houston)

+12532050468,,98917778490# US

Dial by your location

• +1 346 248 7799 US (Houston)

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

• +1 669 444 9171 US

• +1 669 900 6833 US (San Jose)

• +1 719 359 4580 US

• +1 646 931 3860 US

• +1 689 278 1000 US

• +1 929 436 2866 US (New York)

• +1 301 715 8592 US (Washington DC)

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 360 209 5623 US

• +1 386 347 5053 US

• +1 507 473 4847 US

• +1 564 217 2000 US

Meeting ID: 989 1777 8490

1
8**Equipment and Installation Requirements**

This proposal will be awarded to one vendor. All new equipment are turn-key purchases and must include all needed installations, equipment and related costs. This is not a public works proposal.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

1  
9

### Proposal Preparation and Response Costs

All travel, proposal preparation costs, and any costs related to the Vendors submitting a response to this proposal request shall be borne by the Vendor. The District will not be responsible for any Vendor expenses attributable to the preparation or response to this proposal request.

~~~This is your electronic signature.

☒ Yes

☐ No

2
0

Contract Dispute Resolution

All disputes arising in connection with the contract formed as a result of this proposal shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of thirty (30) calendar days, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available by law or in equity.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

2  
1

### District Purchase Orders

Does your company accept district purchase orders?

Vendor must type "Yes" or "No" as an answer

Yes

2  
2

### District Checks

Does your company accept district purchase checks for payment?

Vendor must type "Yes" or "No" as an answer

Yes

2  
3

### W-9 Form

Crowley ISD requires W-9's to be on file for all vendors from whom we purchase from. Please make sure to attach your current W9 to this advertised RFP prior to submitting your response. You may upload the document under the "Response Attachments" tab. Please indicate that you have read and will comply.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

2
4**Original Invoice Submission**

All invoices for products and or services must include the processed purchase order number associated with that purchase. All invoices must be emailed to accounts.payable@crowley.k12.tx.us.

If vendor selects to mail paper copies of invoices, please send to the below:

Crowley ISD
Attention: Accounts Payable
PO Box 688
Crowley TX. 76036

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

2  
5**Payments for Goods and Services**

Payment for goods and services shall be governed by Texas Government Code 2251. Upon the Vendor's request, CISD shall furnish applicable tax exemptions that the District holds. The District may dispute an invoice by providing an explanation of the basis for the dispute. The Vendor shall be responsible in securing credit memos, as may be needed, for any problems that may occur during the length of this proposal for any reason, including but not limited to over priced items, incorrect shipping charges, standard returns, or any charges not in accordance with this proposal.

2  
6**Credit Memos**

CISD expects awarded vendor's sales representative and/or customer service department to be responsible in securing credit memos, as may be needed, for any miscellaneous problems that may occur during the length of this proposal such as over priced items, shipping charges etc.

2  
7**Tax Exempt Status**

The Crowley Independent School District is exempt from Federal Excise Tax. DO NOT INCLUDE TAX IN PROPOSAL PRICES. Excise Tax Exemption Certificate will be furnished upon request. CISD Federal ID Number is 75-1247307.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

2
8**No Deviations**

I certify that there are **NO** deviations from the attached Special Terms, Conditions, and Specifications.

~~This is your electronic signature.

☒ Yes

☐ No

2
9**Deviations**

If your Firm intends to deviate from the Specifications listed in the attached documents, all such deviations must be listed here, with complete and detailed conditions and information included. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bids based upon any deviations indicated below. If none, please enter N/A (not applicable).

N/A

3
0**Dun & Bradstreet Number (DUNS #)**

The Data Universal Numbering System, abbreviated as DUNS or D-U-N-S, is a system developed and regulated by Dun & Bradstreet (D&B) that assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The DUNS number is a nine-digit number issued by D&B assigned to each business location in the D&B database having a unique, separate, and distinct operation for the purpose of identifying them. Please enter your DUNS #. If you do not have one, please enter N/A (not applicable).

187068788

3
1**Covid-19 Vaccine Passport Prohibition**

Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

3  
2**Debts and Delinquencies Affirmation**

Vendor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

~~~This is your electronic signature.

☒ Yes

☐ No

3
3**Non-Collusive Bidding Certificate**

NON-COLLUSIVE BIDDING CERTIFICATE- By submission of this bid or proposal, the vendor certifies that: a) This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any competitor. b) This bid or proposal has not been knowingly disclosed and will not knowingly be disclosed, prior to the opening of bids or proposals for this project, to any other bidder, 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 bid or proposal; d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing on its behalf. FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED. Please check if you agree to the Non-Collusive Bidding statements above.

~~~This is your electronic signature.

☒ Yes

☐ No

3  
4**Criminal Background Check Requirement**

If an employee of a contractor is covered under SB 9 the contractor must bear the burden of obtaining a national, fingerprint-based criminal history check. Under Section 22.0834 of the Education Code, the contractor is then required to certify to the district that the criminal history check has been performed. The contractor, not the district, is responsible for contacting DPS directly to set up an account for the purposes of obtaining criminal history record information. Under the statute SB 9, a contractor is required to conduct a criminal history review on an employee only when the following criteria has been met: • The employer has contracted with the district to provide services. • The particular employee will have continuing duties relating to the contract with the district. • The particular employee will have contact with students. A contractor or sub-contractor may not work on District property or any location the District deems a place where students are regularly present when: • they have been convicted of a felony or misdemeanor involving moral turpitude, as defined by Texas law they have charges pending, they have been convicted, received probation or deferred adjudication of any of the following: 1. Any offense against a child 2. Any sex offense 3. Any felony offense involving controlled substances 4. Any felony offense against property 5. Any other offense the District believes might compromise the safety of student, staff or property. A Bidder/Proposer's violation of this section shall constitute substantial failure. If the Bidder/Proposer is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the district with this Agreement showing compliance. Possession of fire arms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school property. The use of tobacco products are not allowed on school district property.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

3
5**Crowley ISD Indemnification/Fingerprinting Info**

Crowley ISD Indemnification/Fingerprinting Info are listed in an attachment. Please check if you agree to CISD Indemnification/Fingerprinting Info.

~~~This is your electronic signature.

☒ Yes

☐ No

3  
6**Crowley ISD Insurance Provisions**

Crowley ISD Insurance Provisions are listed in an attachment. If vendor's staff will be on a school site while students will be present, vendor must comply with Texas Education Code Chapter 22. This is required for all Texas Public Schools. If vendor staff will be on school site while students will be present, you must attach copy of insurance to your bid response.

If your staff will not be on campus when students are present, you MAY not have covered employees. Crowley ISD recommends all vendors consult their legal counsel for guidance in compliance with this law. Please check if you agree to CISD Insurance Provisions.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

3
7**Felony Conviction Notification**

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

~~~Please select the statement that applies to your company regarding the Felony Conviction Notification Publicly held corporation-N/A = My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable. No = My firm is not owned nor operated by anyone who has been convicted of a felony. Yes = My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

3  
8**Felony Conviction Details**

If your firm is owned or operated by a convicted felon, please list the name of the felon and the details of the conviction. If not applicable, please enter N/A (not applicable).

3  
9**Disclosure of Interested Parties**

House Bill 1295 - Disclosure of Interested Parties: CISD may not enter into certain contracts with a business entity that is in excess of \$50,000 or more in one transaction unless the business entity submits a disclosure of interested parties to CISD at the time the business entity submits the signed contract. The Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) provides the appropriate instructions on how to file Form 1295. CISD Purchasing Department will request the form 1295 as needed.

#### Conflict of Interest Questionnaire

Conflict of Interest: It is the vendor's responsibility to notify the school district if there is a conflict of interest. The following website will provide the appropriate form to be completed and submitted with the vendor's proposal. Website: <https://www.ethics.state.tx.us/forms/conflict/>. By law this questionnaire must be filed with the records administrator of the local government 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 violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. (Ref H.B. 23.)

Officers of the Crowley Independent School District are as follows:

- Dr. Michael McFarland, Superintendent of Schools
- Daryl R.Davis,II, Board President
- Gary Grassia, 1st Vice President
- Dr. Mia Hall, 2nd Vice President
- Nedra Robinson, Board Secretary
- June Davis, Board of Trustee Member
- Dr. La Tonya Woodson-Mayfield, Board of Trustee Member
- Kelicia Stevenson, Board of Trustee Member
- 

The Conflict of Interest Questionnaire form can also be located under the "Attachments Tab" of this advertised RFP. If you are required to file, attach your completed conflict of interest questionnaire under the "Response Attachments" Tab of this RFP.

If there is a conflict of interest, answer yes and then complete the conflict of interest questionnaire and upload it to the "Response Attachments" tab of this RFP.

If there is no Conflict of Interest, please select N/A for your answer and mark N/A on the conflict of interest questionnaire, sign the form and then upload it under the "Response Attachments" tab of this RFP.

☐ Yes

☒ N/A

#### Prohibition on Contracts with Companies Boycotting Israel (HB 89)

Pursuant to Texas Government Code, Chapter 2270, as amended, if Proposer is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Proposer represents and warrants to the Owner that the Proposer does not boycott Israel and will not boycott Israel during the term of this Agreement.

**Note:** On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this statute until further order of this or higher court having jurisdiction over the issue.

~~~This is your electronic signature.

☒ Yes

☐ No

4
2 **Prohibition on Contracts with Certain Companies (SB 252)**

The Proposer verifies that neither the company, nor any subsidiaries, nor entities under common control, are included in or identified on a list maintained by the Texas Comptroller's Office as a "terrorist organization"

~~~This is your electronic signature.

☒ Yes

☐ No

**4**  
**3** **Prohibition from Contracting with Abortion Providers**

Pursuant to Texas Government Code Chapter 2272, Vendor certifies by its signature below that it is not an abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the vendor has such a prohibited affiliation or contractual relationship.

~~~This is your electronic signature.

☒ Yes

☐ No

4
4 **Contract with person indebted to school district Texas Education Code 44.044**

Sec. 44.044. CONTRACT WITH PERSON INDEBTED TO SCHOOL DISTRICT.

a) The board of trustees of a school district by resolution may establish regulations permitting the school district to refuse to enter into a contract or other transaction with a person indebted to the school district.

b) It is not a violation of this subchapter for a school district, under regulations adopted under Subsection (a), to refuse to award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the school district.

c) In this section, "person" includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the school district requiring approval by the board.

I certify I am not indebted to Crowley ISD.

~~~This is your electronic signature.

☒ I certify

☐ I do not certify

4  
5**Code of Conduct**

Vendors and their suppliers, installers and all others working on CISD schools/projects are required to understand and comply with the following rules and responsibilities. Failure to comply with the following rules and responsibilities may result in a worker's removal from the schools/projects and/or the termination of the subcontractor's contract. Vendors are responsible for their suppliers and installers adherence to these policies. All personnel working on schools/projects will be required to indicate their understanding and agreement to comply with these rules and responsibilities by signing this document. 1. Vendors employees, installers and suppliers who will be entering the district site should check in with the CISD designated representative. 2. Vendors employees, installers and supplier must wear picture ID badges while on CISD property. See Criminal Background Check Notification attribute included in this proposal. 3. The use of any tobacco products are PROHIBITED on school property. These prohibited items include but are not limited to cigarettes, cigars, chewing tobacco and snuff. 4. Drugs and alcoholic beverages are PROHIBITED. 5. The use of vulgar or improper language is PROHIBITED. CISD will determine on a case by case basis what constitutes vulgar or improper language. 6. Unacceptable behavior including physical or verbal intimidation, horseplay, or fighting by any individual on school property/projects will result in immediate removal from site. CISD staff will determine unacceptable behavior. 7. School requirements will occasionally result in the untimely termination of a subcontractor's daily activities. Vendors are expected to anticipate and understand these circumstances and also work with CISD to make up any scheduling. 8. ALL CONTACT WITH STUDENTS IS STRICTLY PROHIBITED. 9. Vendor's employees, installers and suppliers must be properly dressed in work attire which includes the use of proper work shoes and any personal protection equipment that is needed. 10. Vendor's employees, installers and suppliers will promptly leave the school campus at the end of each work shift. 11. Weapons of any type are not allowed on the job site or parking area. Vendor's employees will comply with all state and district rules regarding weapon free zones. 12. Vendor's employees, installers and suppliers shall submit such background information as may be requested by CISD to perform criminal background evaluations/investigations. 13. No person who has charges pending or who has been convicted, received probation or deferred adjudication for the following shall be engaged to work on CISD property where students are present: · Any offense against a child. · Any sex offense. · Any crimes against persons involving weapons or violence. · Any felony offense against property; or · Any other offense that CISD believes might compromise the safety of students, staff or property. I understand and agree to comply with the rules and responsibilities as stated in the Job Site Code of Conduct. Additionally, I certify that neither I nor any of my employees are currently in violation or in the future will violate the rules and responsibilities stated above.

~~~This is your electronic signature.

☒ I certify

☐ I do not certify

4
6**Resident Bidder's Certification**

Texas Government Code Chapter 2252 relates to bids by nonresident contractors. The pertinent portions of the Act are as follows: Section 2252.001(3) "Nonresident bidder" means a bidder who is not a resident. Section 2252.001(4) "Resident bidder" means a bidder whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 2252.002 A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

Is the vendor a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4)?

~~~This is your electronic signature.

☒ Yes

☐ No

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7**Non-Resident Bidder's Certification**

Nonresident Bidder of Texas as defined in Texas Government Code Section 2252.001(3) ~~~If your firm is not a Resident Bidder of Texas as defined in Texas Government Code Section 2252.001(4), indicate your firm's principal place of business City and State. If not applicable, please enter N/A (not applicable).

Oklahoma City, Oklahoma

4  
8**Place of Business**

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner:

- 1.Has its principal place of business been located in the state of Texas; OR
- 2.Employs at least 500 persons in the state of Texas
- 3.IS YOUR PARENT COMPANY OR MAJOR OWNER A TEXAS BASED BUSINESS?

4  
9**Number of Employees**

For the contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendors ultimate parent company or majority owner:

- 1.Has its principal place of business in this state of Texas; OR
- 2.Employs at least 500 persons in this state.
- 3.IF YOU ARE NOT A TEXAS BASED BUSINESS, DO YOU HAVE MORE THAN 500 EMPLOYEES IN TEXAS?

5  
0**Public Records Notification**

The District is subject to the Texas Public Information Act and its limited exceptions. When applicable, District will provide third party notice but assumes no other liability or obligation to protect from disclosure third party information or records. Tex. Gov't Code § 552.305. I acknowledge and agree.

~~~This is your electronic signature.

☒ Yes, I Agree☐ No5
1**Objections to the Public Records Notification**

If your Firm has any objections to the release of information provided and contained in this solicitation, please list your objections below. Only those organizations providing objections below will receive third party notification. Objections to the release of information are subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas. If no objections, please enter N/A (not applicable).

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2**Confidential Information Attached**

If any of a respondent's information is considered to be confidential or a trade secret belonging to the respondent and, if released would give advantage to a competitor or respondent, that information should be submitted with the proposal in a separate attachment marked 'CONFIDENTIAL.' The release of information marked 'Confidential' is subject to the applicable statutes and the interpretations of the office of the Attorney General of the State of Texas.

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3

Compliance with Texas Family Code Provision

Pursuant to Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. Select applicable certification:

Certification 1:

Person(s) certify that each owns least twenty-five percent (25%) of the business entity submitting this proposal (whether partnership, corporation or other entity) and that each of them is not ineligible, under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation. Each of the signatories further acknowledge that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate. Please attach sheet of names and signatures in the Response Attachments tab. NOTE: Owners not owning at least twenty-five percent (25%) of the business entity submitting this proposal need not execute this certification and acknowledgement, check not applicable.

Certification 2:

Proposer certifies that he or she, is the proposing individual, or the sole proprietor of the proposing business, and is not ineligible under Section 231.006 of the Texas Family Code, to receive the payments of State funds which may be disbursed in connection with a contract arising from this solicitation, The undersigned each further acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

~~~This is your electronic signature.

☐ Yes

☐ No

☒ N/A

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4

### American With Disabilities Act

Vendor represents and warrants its compliance with the requirements of the American with Disabilities Act (ADA) and its implementing regulations, as each may be amended.

~~~This is your electronic signature.

☒ Yes

☐ No

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5**TRS Retiree Reporting**

In accordance with TRS requirements, TRS retirees engaged with a Texas public school district, or a 3rd Party Entity (an entity retained by a Texas public educational institution to provide personnel to the institution to perform duties or provide services that employees of the institution would normally perform or provide), must be reported by the Texas Public school district to TRS with the name and identifying requirements of each retiree for recording purposes. Employment by a third-party entity is considered employment by a Texas public educational institution subject to the employment after retirement laws and rules. For purposes of employment after retirement, retirees are considered employees during the first 12 consecutive-calendar-months following retirement, if they are performing duties or providing services for an educational institution that an employee of the institution would otherwise perform, and waiving, deferring, or foregoing compensation for those duties or services; working as independent contractors; working as a volunteer but performing duties or providing services that the retiree performed immediately before retiring and has an agreement to perform or provide those same services or duties after the first 12 full, consecutive-calendar-months after retirement. Employers are required to report these retirees, as if they were employees, each month during the first 12 calendar months after the retiree's effective date of retirement. If an Independent Contractor, Are you a TRS retiree, or as a Vendor, are any of your staff who are providing services to Crowley ISD TRS retirees? (If yes, please provide a separate attachment listing details within the "response attachment tab")

If this attribute does not apply to your company, please note "N/A."

~~~This is your electronic signature.

N/A

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6**Change in Law and Compliance with Laws**

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

~~~This is your electronic signature.

☒ Yes, I understand

☐ No

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7**Critical Infrastructure Subcontracts**

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commercial Code, vendor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Vendor will notify CISD before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

~~~This is your electronic signature.

☒ Yes

☐ No

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8

### Electrical Items

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

~~~This is your electronic signature.

☒ Yes

☐ No

☐ N/A

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9

Federal Occupational Safety and Health Law

Vendor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

~~~This is your electronic signature.

☒ Yes

☐ No

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### Buy American Provision

The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d).

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the National School Lunch Act (NSLA) (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodities or products. This Buy American provision supports the mission of the Child Nutrition Programs, which is to serve children nutritious meals and support American agriculture.

Pursuant to Federal Law, when federal funds are expended by Crowley ISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

Does Vendor Agree? Yes or No or if this does not apply to you, please select N/A

~~~This is your electronic signature.

☒ Yes

☐ No

☐ N/A

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1

Civil Rights/Discrimination

The vendor will be in compliance with mandatory standards and policies relating to Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities. Pursuant to Federal Law, when federal funds are expended by Crowley ISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

~~~This is your electronic signature.

☒ Yes

☐ No

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2

### **Immigration**

Vendor represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments. process the vendor will be in compliance.

~~~This is your electronic signature.

☒ Yes

☐ No

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3

Media Release

Vendor shall not use CISD name, logo, or other likeness in any press release, marketing material, or other announcement without district prior written approval. CISD does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the proposal or the services to which they relate without CISD prior written consent, and then only in accordance with explicit written instructions from the district.

~~~This is your electronic signature.

☒ Yes

☐ No

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4

### **Buy Texas Affirmation**

In accordance with Section 2155.4441 of the Texas Government Code, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

~~~This is your electronic signature.

☒ Yes

☐ No

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5

Antitrust Affirmation

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this proposal, neither I nor any representative of the bidder has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) in connection with this proposal, neither I nor any representative of the bidder has violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this proposal to a competitor of the bidder or any other company, corporation, firm, partnership or individual engaged in the same line of business as the bidder.

~~~This is your electronic signature.

☒ Yes

☐ No

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6

### Technology Access Clause

Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairment. Accordingly, Vendor represents and warrants to CISD that the technology provided to the district for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.

~~~This is your electronic signature.

☐ Yes

☐ No

☒ N/A

6
7**Data Sharing Agreement**

Does your product or service involve the sharing of Student Data? The Data Sharing Agreement is attached for your review and can be found in the "Bid Attachments" Tab.

1. Data shall include but not limited to:

- CISD assigned student identification numbers
- CISD employee data
- Metadata
- User Content/Course Content
- All personally identifiable information in education records, directory data and other non-public education

2. Personally identifiable information (PII) as identified in the Family Education Rights and Privacy Act (FERPA)

3. De-identified information- Data or information that neither identifies nor provides the identity of an individual

****Note: If Crowley ISD will be making a purchase from your company, the data sharing agreement will be sent for review, completion of data and signature.****

Vendor must Answer either "Yes" " No" or " N/A"

~~~This is your electronic signature.

☒ Yes

☐ No

☐ N/A

6  
8**Prior Disaster Relief Contract Violation**

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Vendor certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

~~~This is your electronic signature.

☒ Yes

☐ No

6
9**Disaster Recovery Plan**

Upon request of the district, Vendor shall provide the descriptions of its business continuity and disaster recovery plans.

~~~This is your electronic signature.

☒ Yes

☐ No

7  
0**Financial Participation Prohibited Affirmation**

Pursuant to Section 2155.004(a) of the Texas Government Code, Vendor certifies that neither Vendor nor any person or entity represented by Vendor has received compensation from CISD to participate in the preparation of the specifications or solicitation on which this proposal or contract is based. Under Section 2155.004(b) of the Texas Government Code, Vendor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

~~~This is your electronic signature.

☒ Yes

☐ No

7
1**Dealings with Public Servants Affirmation**

Pursuant to Section 2155.003 of the Texas Government Code, Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.

~~~This is your electronic signature.

☒ Yes

☐ No

7  
2**Firearm Entity/Trade Association Nondiscrimination**

If VENDOR is not a sole proprietorship, has ten (10) or more employees, and the value of VENDOR's bid or proposal has a value of \$100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the DISTRICT, unless excepted from that law.

~~~This is your electronic signature.

☒ Yes

☐ No

7
3**Energy Company Boycott**

As required by Texas Government Code Ann. Chapter 2274, if VENDOR has ten (10) or more employees, is not a sole proprietorship, and if the value of VENDOR's bid or proposal has a value of \$100,000 or more, VENDOR certifies by submitting VENDOR's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the DISTRICT, unless excepted by that law.

~~~This is your electronic signature.

☒ Yes

☐ No

7  
4**Equal Employment Opportunity**

Vendors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Bidder/proposer must certify that the company complies with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations.

~~~This is your electronic signature.

☒ Yes

☐ No

7
5**Certification of Equal Employment Statement**

It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

~~~This is your electronic signature.

☒ Yes

☐ No

7  
6**Davis Bacon Act**

Davis-Bacon Act wage rates for construction projects, 40 U.S.C. §3141 – §3144 and §3146 – §3148 as supplemented by Department of Labor regulation in 29 C.F.R. Part 5. If applicable to this contract, a copy of the current prevailing wage rate will be attached.

~~~This is your electronic signature.

☒ Yes

☐ No

7
7**Copeland Anti-Kickback Act**

The Copeland Anti-Kickback Act, 40 U.S.C. §3145, and Department Of Labor regulations, 29 C.F.R. Part 3, prohibiting kickbacks in exchange for employment on the project.

~~~This is your electronic signature.

☒ Yes

☐ No

7  
8**Certification Regarding Lobbying**

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds Submission of this certification is 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. The undersigned certifies, to the best of his or her knowledge and belief, that: (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. (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

~~~This is your electronic signature.

☒ Yes

☐ No

7
9**Certificate Regarding Debarment Suspension**

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. By submitting this offer and signing this certificate you (the Vendor): (1) Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rule.

~~~This is your electronic signature.

☒ Yes

☐ No

80

**Disclosure of Lobbying Activities**

Disclosure of Lobbying Activities (Form SF-LLL) and instructions for completion of the form are found under the "Attachments" tab. You must complete the form and attach it to your submission. If nothing to disclose, enter "N/A" and sign the form prior to attaching it.

81

**Certification of Applicability to Sub-Contractors**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

~~~This is your electronic signature.

☒ Yes

☐ No

82

Subcontractor Information

If your company will have subcontractors for the duration of this contract, please list them here. If none, please enter N/A (not applicable).

Changes to the List of Subcontractors must be reviewed and approved in writing by the Crowley ISD Purchasing Department prior to any changes being made. This ensures that there is no conflict of interest involved during the duration of this agreement.

N/A

83

PR/Award # or Project Name Regarding Debarment

Please enter your PR/Award # or Project Name regarding debarment IF YOU HAVE ONE. If you don't have a #, please enter N/A (not applicable).

~~~This is your electronic signature.

N/A

84

**Clean Air and Clean Water Act**

Proposer must be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

~~~This is your electronic signature.

☒ Yes

☐ No

85

Energy Policy and Conservation Act

When federal funds are expended by Crowley ISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94-163, 89 Stat. 871). ~~~ This is your electronic signature.

~~~This is your electronic signature.

☒ Yes

☐ No

8  
6**Solid Waste Disposal Act**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. I agree to comply with this Federal Rule.

~~~This is your electronic signature.

☒ Yes

☐ No

8
7**Rights to Inventions**

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Pursuant to this Federal Rule, when federal funds are expended by Crowley ISD, the vendor certifies that during the term of an award for all contracts by Crowley ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this Federal Rule.

~~~This is your electronic signature.

☒ Yes

☐ No

8  
8**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule above, when federal funds are expended by Crowley ISD, the vendor certifies that during the term of an award for all contracts by Crowley ISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

**Vendor must type "Agree" or "Disagree."**

~~~This is your electronic signature.

Agree

8
9

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule above, when federal funds are expended Crowley ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Crowley ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

~~~This is your electronic signature.

☒ Yes

☐ No

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0

### **Encouragement of Historically Underutilized Business and Minority-and Women-Owned Businesses**

The District establishes the following minimum percentage goals for District work to be performed by HUBs or M/WBEs as prime contractors or as subcontractors for work valued at or above \$50,000 and advertised for competitive bid or competitive sealed proposals:

1. 20 percent of general purchases;
2. 25 percent of professional services
3. 20 percent of construction contracts

However, nothing in CH(Local) board policy shall operate in violation of law, including the provisions of the revised civil statutes of Texas, Texas Education Code 44.031, or any other provision of state or federal law.

9  
1**MWBE/WBE/HUB Compliance**

If vendor will be subcontracting any work under this award, if successful, vendor must agree to comply with federal requirements stated on 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Please make sure to attach proper certification(s) in the response upload area.

~~~This is your electronic signature.

☒ Yes

☐ No

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2**Record Retention**

When federal funds are expended by Crowley ISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of five (5) years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. I agree to comply with this Federal Rule.

~~~This is your electronic signature.

☒ Yes

☐ No

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3**Breach of Contract**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to this Federal Rule, when federal funds are expended by Crowley ISD, Crowley ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. I agree with this Federal Rule.

~~~This is your electronic signature.

☒ Yes

☐ No

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4**Termination for Cause and Convenience**

Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to this Federal Rule, when federal funds are expended by Crowley ISD, Crowley ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Crowley ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Crowley ISD believes, in its sole discretion that it is in the best interest of Crowley ISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Crowley ISD as of the termination date if the contract is terminated for convenience of Crowley ISD. Any award under this procurement process is not exclusive and Crowley ISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Crowley ISD. I agree to abide by this Federal Rule.

~~~This is your electronic signature.

☒ Yes

☐ No

9  
5**Prohibition on Telecommunications/Video Services or Equipment, 2 C.F.R. §200.216**

All recipients of federal funding are prohibited from procuring, obtaining, extending, or renewing a contract to procure or obtain any equipment, system, or service that uses prohibited telecommunications equipment services as a substantial or essential component of any system, unless an exception is made in the regulation.

The prohibited equipment is any telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of those entities **OR** video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities.

~~~This is your electronic signature.

☒ Yes

☐ No

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6**Domestic Preference for Procurement**

VENDOR will, as appropriate and consistent with law, to the greatest extent possible, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, concrete, and other manufactured products). These requirements must also be included in all sub-awards and contracts under VENDOR's contract. 2 C.F.R. §200.322.

~~~This is your electronic signature.

☒ Yes

☐ No

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7**Profit As a Separate Element**

For purchases using federal funds in excess of \$150,000, a Cooperative Member may be required to negotiate profit as a separate element of the price. [See, 2 CFR 200.323(b).] When required by a Cooperative Member, Proposer agrees and certifies that it will provide information and negotiate with the Cooperative Member regarding profit as a separate element of the price for a particular purchase. However, Proposer agrees that the total price, including profit, charged by Proposer to the Cooperative Member shall not exceed the awarded pricing, including any applicable discount, under Proposer's Cooperative Contract.

~~~This is your electronic signature.

☒ Yes

☐ No

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8**Intangible Property**

All contracts paid from State or Federal grants must retain copyright for the State and Federal government (if a federally funded contract) unless otherwise negotiated in writing with the State and Federal government. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the school district and/or purchasing cooperative, as long as such property is used for authorized purposes. However, the State and Federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes when authorized to do so.

~~~This is your electronic signature.

☒ Yes

☐ No



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### **Prohibited Employee Assistance**

Vendor certifies and agrees that it shall not assist an employee, contractor, or agent of the purchasing cooperative and/or of any other school district in obtaining a new job, if the Vendor knows or has probable cause to believe that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

~~~This is your electronic signature.

☒ Yes

☐ No

100

Companies Engaged in Business with Iran, Sudan, or a Foreign Terrorist Organization

In accordance with Texas Government Code, Chapter 2252, Subchapter F, school districts in the State of Texas, are prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Vendor certifies that it is not a listed company under any of those Texas Government Code provisions. Vendor hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading our organization to believe that the Vendor was a listed company at the time of this procurement.

~~~This is your electronic signature.

☒ Yes

☐ No

101

### **Certificate Regarding Alcoholic Beverages and Tobacco-Free Campus Policy**

The VENDOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

~~~This is your electronic signature.

☒ Yes

☐ No

Certificate Regarding Drug-Free Workplace

This Drug-Free Workplace Certification form is required from all successful Proposers pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- 2) Establishing a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) The person's or organization's policy of maintaining a drug-free workplace;
 - c) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations;
- 3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision
 - (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement. I, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will
 - (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace,
 - (b) establish a drug-free awareness program, and
 - (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either

- (a) made a false certification herein, or
- (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

~~~This is your electronic signature.

☒ Yes

☐ No

**Certificate Regarding Worker's Compensation**

Labor Code section 3700 in relevant part provides: Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.

~~~This is your electronic signature.

☒ Yes

☐ No

E-Verify Programs

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: [http:// www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222-54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

~~~This is your electronic signature.

☒ Yes

☐ No

**Compliance with Anti-Trust Laws**

Pursuant to Texas Government Code § 2155.005, I affirm under penalty of perjury of the laws of the State of Texas that: 1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; 2. In connection with this bid, neither I nor any representatives of the Company have violated any provision of the Texas Antitrust laws codified in Tex. Bus. & Comm. Code Chapter 15; 3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and 4. Neither I nor any representatives of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Added by Acts 1995, 74th Leg., ch. 41, Sec. 1, eff. Sept. 1, 1995.

Pursuant to Federal Law, when federal funds are expended by CISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

~~~This is your electronic signature.

☒ Yes

☐ No

Interlocal Agreement Clause - EPCNT (Educational Purchasing Cooperative of North Texas)

Crowley ISD is a member of EPCNT (*Educational Purchasing Cooperative of North Texas*) interlocal agreement that allows for any vendor that is awarded to an EPCNT compliant bid with an EPCNT district member, to piggyback from awarded bids. Several governmental entities around the Crowley Independent School District have indicated an interest in being included in this contract. Should these governmental entities decide to participate in this contract, would, (the vendor) agree that all terms, conditions, specifications, and pricing would apply? ****If you (the Vendor) checked yes, the following will apply: Government entities utilizing Internal Governmental contracts with the CISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entity other than CISD will be billed directly to that government entity and paid by that government entity. CISD will not be responsible for another government entity's debts. Each governmental entity will order their own materials/services as needed.

~~~This is your electronic signature.

☒ Yes

☐ No

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**Contractor's Certificate Regarding Cooperative Agreement**

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only: (i) Direct United States Government cash assistance to an individual (ii) A subsidy (iii) A loan (iv) A loan guarantee, or (v) Insurance.

Pursuant to Federal Law, when federal funds are expended by CISD, CISD requires that the proposer certifies that during the term of an award by CISD resulting for this procurement process the vendor will be in compliance.

~~~This is your electronic signature.

☒ Yes

☐ No

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Affiliated Purchasing Cooperatives

Crowley ISD is currently affiliated with the below cooperatives. If your company is currently awarded to any of these cooperatives and you are interested in submitting to this advertised line item RFP, you must submit to this proposal for possible evaluation.

| Cooperative Name |
|--|
| Allied State Cooperative |
| Buyboard Cooperative |
| Choice Partners Cooperative |
| Equalis Group Cooperative |
| Omnia Partners (Formally U.S. Communities) Cooperative |
| Sourcewell (Formally NJPA) Cooperative |
| Tarrant County Cooperative Purchasing Program |
| Texas DIR (Texas Department of Information Resources) |
| Texas SmartBuy Cooperative |
| TIPS- USA (The Interlocal Purchasing System) Cooperative |
| TXMAS- Texas Comptroller |

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Section 2.0 - References

| | |
|-------------|--|
| 1
1
0 | Reference Requirements
<p>Please indicate below three business references that have contracted with your company to provide like products and/or services. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities. Note: Failure to supply complete reference information may be grounds for bid/proposal disqualification. It is the vendor's responsibility to make appropriate assurance that the references provided are aware that CISD will be contacting them for a reference check. Failure of the references to timely respond to our reference check will directly impact the points assigned for this information on the selection process. ~ I have read and understand the references requirements.</p> <p>~~~This is your electronic signature.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> |
| 1
1
1 | Reference 1
<p>Reference Number 1. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities.</p> <p>Jim Price Child Nutrition (918) 408-1197 jprice@okmulgeeps.com 316 E. 8th Street PO Box 1346 Okmulgee, Oklahoma 74447</p> |
| 1
1
2 | Reference 2
<p>Reference Number 2. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities.</p> <p>Helen Hurst Bixby Public Schools CN (918) 637-1598 hhurst@bixbyps.org 109 N. Armstrong Bixby, OK 74008</p> |
| 1
1
3 | Reference 3
<p>Reference Number 3. Include: 1. Organization Name, 2. Address, 3. Contact Person, 4. Telephone number, 5. Email address, 6. Scope of project completed with this organization. Preferable references are school districts or other governmental entities.</p> <p>Chaya Pennington Metro Tech OKC Culinary Educator (405) 694-1502 chaya.pennington@metrotech.edu 1900 Springlake Dr, Oklahoma City, OK 73111</p> |
| 1
1
4 | Section 3.0 - Evaluation Criteria |

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Evaluation Criteria

In evaluating Request for Proposals submitted and per the Texas Education Code 44.031(b) and Texas Department of Agriculture, Administrators Reference Manual (ARM) Section 17, following considerations shall be taken into account to determine the best value for the District.

| | Factors | Possible Points or Weighted Averages |
|---|---|--------------------------------------|
| 1 | purchase price | 30 |
| 2 | the reputation of the vendor or of the vendor's goods or services | 15 |
| 3 | the quality of the vendor's goods or services | 15 |
| 4 | the extent to which the goods or services meet the District's needs | 10 |
| 5 | the vendor's past relationship with the District | 10 |
| 6 | the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses | 0 |
| 7 | the total long-term cost to the District to acquire the vendor's goods or services | 10 |
| 8 | for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
a. has its principal place of business in this state; or
b. employs at least 500 persons in this state. | 0 |
| 9 | the District will select the most highly qualified provider of this services on the basis of:
-demonstrated competence:
a. experience, etc.
-qualifications:
a. education
b. certification, licenses, etc. | 10 |

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False Statements

Vendor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a proposal with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted proposal and any resulting contract.

~~~This is your electronic signature.

☒ Yes

☐ No

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Warranty of Equipment

Please provide warranty of all identified equipment here.

30 days. Please inquire further for all other equipment as each piece may differ.

Bid Lines



## Kitchen Equipment Pricing Section

**Interested vendors MUST attach a detailed specification of each item being proposed.**

**As a reminder, no exceptions or alternates will be accepted for this RFP.**

**The District reserves the right to award to a single vendor and/or multiple vendors based on the evaluation criteria and is deemed to be most advantageous to the District. Vendors are allowed to NO BID the line items they do not have access to. All submitted proposals will be evaluated.**

### 2 Speed Queen Washer

Quantity: 3 UOM: EA Price:  Total:

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

### 3 Speed Queen Dryer

Quantity: 3 UOM: EA Price:  Total:

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

### 4 Mod-U-Serve Drop Front Milk Cooler

Quantity: 6 UOM: EA Price:  Total:

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

### 5 Metro Mobile Proofer

Quantity: 3 UOM: EA Price:  Total:

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

### 6 Utility PassThrough Heated Cabinet

Quantity: 6 UOM: EA Price:  Total:

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

### 7 Utility PassThrough Refrigerator

Quantity: 6 UOM: EA Price:  Total:

Manufacturer #:

Item Notes: **As a reminder, no exceptions or alternates will be accepted for this RFP.**

|    |                                                                                              |                |                                                      |
|----|----------------------------------------------------------------------------------------------|----------------|------------------------------------------------------|
| 8  | Alto Shaam NG 120 Volt Oven                                                                  |                |                                                      |
|    | Quantity: <u>12</u>                                                                          | UOM: <u>EA</u> | Price: <u>\$25,680.39</u> Total: <u>\$308,164.68</u> |
|    | Manufacturer #: <u>7-20G PRO</u>                                                             |                |                                                      |
|    | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                |                                                      |
| 9  | Stacking Hardware                                                                            |                |                                                      |
|    | Quantity: <u>6</u>                                                                           | UOM: <u>EA</u> | Price: <u>\$1,583.93</u> Total: <u>\$9,503.58</u>    |
|    | Manufacturer #: <u>5016707</u>                                                               |                |                                                      |
|    | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                |                                                      |
| 10 | Installation Kit                                                                             |                |                                                      |
|    | Quantity: <u>12</u>                                                                          | UOM: <u>EA</u> | Price: <u>\$973.00</u> Total: <u>\$11,676.00</u>     |
|    | Manufacturer #: <u>5026980</u>                                                               |                |                                                      |
|    | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                |                                                      |
| 11 | Dormont Blue Hose Gas Connection Kit                                                         |                |                                                      |
|    | Quantity: <u>12</u>                                                                          | UOM: <u>EA</u> | Price: <u>\$178.83</u> Total: <u>\$2,145.96</u>      |
|    | Manufacturer #: <u>1675KIT48</u>                                                             |                |                                                      |
|    | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                |                                                      |
| 12 | Vulcan Gas Range                                                                             |                |                                                      |
|    | Quantity: <u>3</u>                                                                           | UOM: <u>EA</u> | Price: <u>\$5,574.56</u> Total: <u>\$16,723.68</u>   |
|    | Manufacturer #: <u>V2B18B</u>                                                                |                |                                                      |
|    | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                |                                                      |
| 13 | Regency Can Rack                                                                             |                |                                                      |
|    | Quantity: <u>3</u>                                                                           | UOM: <u>EA</u> | Price: <u>\$631.07</u> Total: <u>\$1,893.21</u>      |
|    | Manufacturer #: <u>CANRK162M</u>                                                             |                |                                                      |
|    | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                |                                                      |
| 14 | Little Giant Utility Cart                                                                    |                |                                                      |
|    | Quantity: <u>6</u>                                                                           | UOM: <u>EA</u> | Price: <u>\$319.53</u> Total: <u>\$1,917.18</u>      |
|    | Manufacturer #: <u>LG-2436-BRK</u>                                                           |                |                                                      |
|    | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                |                                                      |

|                                        |                           |                                                                                              |                              |                               |
|----------------------------------------|---------------------------|----------------------------------------------------------------------------------------------|------------------------------|-------------------------------|
| 1<br>5                                 | Regency Dunnage Rack      | Quantity: <u>  3  </u> UOM: <u>EA</u>                                                        | Price: <u>  \$101.46  </u>   | Total: <u>  \$304.38  </u>    |
| Manufacturer #: <u>600DP482212P</u>    |                           | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                              |                               |
| 1<br>6                                 | Cambro Mobile Drying Rack | Quantity: <u>  6  </u> UOM: <u>EA</u>                                                        | Price: <u>  \$1,117.07  </u> | Total: <u>  \$6,702.42  </u>  |
| Manufacturer #: <u>CPMU244875PDPKG</u> |                           | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                              |                               |
| 1<br>7                                 | Regency Pan Rack          | Quantity: <u>  3  </u> UOM: <u>EA</u>                                                        | Price: <u>  \$372.29  </u>   | Total: <u>  \$1,116.87  </u>  |
| Manufacturer #: <u>600PR20316K</u>     |                           | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                              |                               |
| 1<br>8                                 | Mobile Tray Lowerator     | Quantity: <u>  6  </u> UOM: <u>EA</u>                                                        | Price: <u>  \$1,784.57  </u> | Total: <u>  \$10,707.42  </u> |
| Manufacturer #: <u>CM-1814-C</u>       |                           | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                              |                               |
| 1<br>9                                 | Cold Storage Shelving     | Quantity: <u> 12  </u> UOM: <u>EA</u>                                                        | Price: <u>  \$477.25  </u>   | Total: <u>  \$5,727.00  </u>  |
| Manufacturer #: <u>Metro 5X537G4</u>   |                           | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                              |                               |
| 2<br>0                                 | Cold Storage Shelving     | Quantity: <u> 36  </u> UOM: <u>EA</u>                                                        | Price: <u>  \$633.49  </u>   | Total: <u>  \$22,805.64  </u> |
| Manufacturer #: <u>Metro 5X567G4</u>   |                           | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                              |                               |
| 2<br>1                                 | Dry Storage Shelving      | Quantity: <u> 18  </u> UOM: <u>EA</u>                                                        | Price: <u>  \$899.38  </u>   | Total: <u>  \$16,188.84  </u> |
| Manufacturer #: <u>Metro 5X56GX3</u>   |                           | Item Notes: <b>As a reminder, no exceptions or alternates will be accepted for this RFP.</b> |                              |                               |

**Response Total: \$616,354.83**

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>Oswalt Restaurant Supply</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>2</b> Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|                                                        | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><b>4532 Enterprise Drive</b><br><b>6</b> City, state, and ZIP code<br><b>OKC, OK 73128</b><br><b>7</b> List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>Requester's name and address (optional)</b>                                                                                                                                                                                                                                                                     |

**Part I Taxpayer Identification Number (TIN)**

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

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

|                                       |   |   |   |   |   |   |   |   |   |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| <b>Social security number</b>         |   |   |   |   |   |   |   |   |   |
|                                       |   |   | - |   |   |   | - |   |   |
| <b>or</b>                             |   |   |   |   |   |   |   |   |   |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |   |   |
| 7                                     | 3 | - | 1 | 3 | 6 | 8 | 5 | 8 | 3 |

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

|                  |                                                     |                               |
|------------------|-----------------------------------------------------|-------------------------------|
| <b>Sign Here</b> | <b>Signature of U.S. person</b> <i>Holli Dowell</i> | <b>Date</b> <b>01/09/2025</b> |
|------------------|-----------------------------------------------------|-------------------------------|

**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](http://www.irs.gov/FormW9).

**What's New**

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

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

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

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

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

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

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

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

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

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under “*By signing the filled-out form*” above (for reportable interest and dividend accounts opened after 1983 only).

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

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

## What Is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3a

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

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

### Line 3b

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

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

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

### Line 4 Exemptions

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

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

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

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

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

## Line 5

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

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

## What Name and Number To Give the Requester

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

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

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

## Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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



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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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