

**TAB 4 - SIGNATURE FORMS AND CHECKLIST**

This checklist is provided for your convenience. Complete and submit all of the attached forms:

<u>Form #</u>	<u>Form Title</u>
<input checked="" type="checkbox"/>	A. Contract First Page for entering Company Legal Name
<input checked="" type="checkbox"/>	B. <b>Contract Acceptance and Signatures Form – Exceptions Form</b> <b>Texas Law Requirement:</b> Submitting a signed Contract Acceptance and Signatures Form is required. If this Form is NOT SIGNED, the response will be DISQUALIFIED. <b>B cont'd - Exceptions:</b> This form MUST be filled out if there are ANY EXCEPTIONS to the contract to be considered by Region 3 ESC/PCA. Follow the instructions on the form, enter the legal company name, date, and obtain an authorized signature. If there are no exceptions, this form does not need to be signed.
<input checked="" type="checkbox"/>	C. Conflict of Interest Questionnaire
<input checked="" type="checkbox"/>	D. Antitrust Certification Statement
<input checked="" type="checkbox"/>	E. W-9 Request for Taxpayer Identification Number and Certification
<input checked="" type="checkbox"/>	F. Vendor Certification Forms
<input checked="" type="checkbox"/>	G1. SB 9 Contractor Certification: Contractor Employees
<input checked="" type="checkbox"/>	G2. SB 9 Contractor Certification: Subcontractor
<input checked="" type="checkbox"/>	H. Contractor Certification-Arizona Requirement
<input checked="" type="checkbox"/>	I. Bond Letter, If Required
<input checked="" type="checkbox"/>	J. Certification Regarding Debarment, Suspension and Other Responsibility Matters
<input checked="" type="checkbox"/>	K. Addendum(s), If Issued
<input checked="" type="checkbox"/>	L. Vendor Questionnaire and Company Profile



**FORM A**  
**TAB 3 - CONTRACT TERMS AND CONDITIONS**

**CONTRACT BETWEEN  
REGION 3 EDUCATION SERVICE CENTER  
AND**

Murphy Pipeline Contractors ("VENDOR")

**FOR**

**TRENCHLESS REHABILITATION & RELATED ITEMS AND SERVICES**

This Contract is entered into between Region 3 Education Service Center ("Service Center", "Region III ESC", "Region 3 ESC") and Vendor, having submitted a response to RFP # 3-206-18 issued by Purchasing Cooperative of America ("PCA") ("Cooperative") and whose response has been accepted and awarded by Region 3 Education Service Center. Any exceptions to the Terms and Condition must be noted on the Compliance and Exceptions Form or on pages attached to the Form. Responses that are qualified with conditional clauses, items not called for, or other irregularities may be considered non-responsive by REGION 3 ESC and PCA and eliminated from further consideration.

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Region 3 Education Service Center and Vendor, intending to be legally bound and subject to the terms, conditions, and provisions of this Contract, agree as follows:

**Entire Agreement**

The term "Contract," as used in this document, means the comprehensive collection of:

- Contract Terms and Conditions, the solicitation and all attachments and amendments thereto;
- Specifications included in the solicitation;
- Completed and signed forms;
- Respondent's entire response to the solicitation;
- Respondent's Notice of Award document;
- Any negotiated items in writing that become amendments and/or addendums to the contract; and
- Additional terms, conditions, or instructions contained in each individual Purchase Order issued by any Member(s) of the Cooperative.

Collectively, these documents represent the entire agreement between the contracting parties.

The Contract, the solicitation, Vendor's response to the solicitation, the attached and incorporated attachments, addendum, and/or exhibits, if any, and the Supplemental Contract, if any, contain the entire agreement of the parties relative to the purpose(s) of the Contract and supersede any other representations, agreements, arrangements, negotiations, or understandings, oral or written, between the parties to this Contract. In the event of a conflict between this Contract and the solicitation or Vendor's response to the solicitation, this Contract shall control. This Contract supersedes any conflicting terms and conditions on any Purchase Order, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

In addition to this Contract, a Supplemental Contract (agreement) between Vendor and the PCA Member may be established to further detail the terms and conditions and scope and specifications of the PCA Member's specific project. In the event of a conflict between this Contract and the Supplemental Contract,



**Form B – Contract Acceptance and Signatures****Must be signed at Submission of Proposal**Acceptance and Exceptions

The undersigned Vendor acknowledges that he/she has examined this solicitation, the accompanying forms and contract terms and conditions, and scope and specifications associated with this solicitation.


The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

The undersigned certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the terms and conditions of this Contract and the solicitation.

☒ No Exceptions. In the absence of any exception entry on this form, the Vendor assures Region 3 Education Service Center of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ Exceptions as Listed on Attached Page(s). ANY AND ALL EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS OF THIS CONTRACT MUST BE NOTED ON THE COMPLIANCE AND EXCEPTIONS FORM AND REFERENCE THE SPECIFIC TERM/CONDITION. NO OTHER EXCEPTIONS TO THE CONTRACT TERMS AND CONDITIONS WILL BE CLAIMED.

Region 3 ESC will consider any exceptions during contract award evaluation and reserves the right to accept or reject any and all responses based on any exception indicated.

Company Name: Murphy Pipeline Contractors  
Address: 1876 Everlee Rd  
City/State/Zip Code: Jacksonville FL 32216  
Phone: 904-764-6887 Email: todd@murphypipelines.com  
  
Authorized Company Signature: \_\_\_\_\_ Date: 1-10-19  
Printed Name, Title: Todd Grafenauer, VP

Acceptance by Region 3 Education Service Center

Term of Contract January 31, 2019 to February 1, 2020

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed upon by Region 3 Education Service Center and Vendor. Unless informed otherwise, the renewal shall be automatic on anniversary date. **Vendor shall honor all administrative fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.**

  
Region 3 ESC Authorized Signature: \_\_\_\_\_ Date: January 31, 2019

Printed Name: Laura J. Ratliff, Deputy Executive Director For Business

**Form B continued – Compliance and Exceptions Form**  
**(fill-out only if there are exceptions)**

In the absence of any exception entry on this form, the Vendor assures Region 3 Education Service Center of their full compliance with the solicitation, the accompanying forms and contract terms and conditions, scope and specifications associated with this solicitation.

☐ List all exceptions your company is submitting:

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Use additional pages, as necessary.

Region 3 ESC/PCA will consider any exceptions indicated above in its contract award decisions.

Region 3 ESC/PCA reserves the right to accept or reject any and all responses based on any exception indicated on this form.

The undersigned Vendor hereby agrees to furnish products and/or services in strict compliance with the terms, specifications, and conditions of the solicitation, the Contract, and the Vendor's response.

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

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**FORM C – CONFLICT OF INTEREST QUESTIONNAIRE**

To comply with TEX. LOCAL GOV'T. CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*, any company that does business with Region 3 Education Service Center must fill out a Conflict of Interest Questionnaire (CIQ) **whether or not a conflict of interest exists.**

A conflict of interest exists in the following situations:

- (1) The person has employment or other business relationship with a Member of the Region 3 ESC Board of Directors or with a local government officer listed below or a family Member resulting in the officer or family Member receiving taxable income, and/or
- (2) Your company has given one of the Region 3 ESC's local government officers or family Member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250.00 in the twelve (12)-month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with PCA.

**IF NO CONFLICT OF INTEREST EXISTS, YOU MUST FILL OUT BOX 1 AND TYPE N/A ON BOX 3 OF THE CIQ FORM, SIGN, AND DATE IT.**

Going forward, a Conflict of Interest Questionnaire must be filed within **seven (7) business days** after the company becomes aware that a conflict of interest exists.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<b>1 Name of vendor who has a business relationship with local governmental entity.</b> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <i>Murphy Pipeline Contractors</i> </div>	<b>2</b> <input type="checkbox"/> 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.)	
<b>3 Name of local government officer about whom the information is being disclosed.</b> <div style="border: 1px solid black; padding: 10px; margin-top: 5px; text-align: center;"> <i>N/A</i>              Name of Officer           </div>		
<b>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.</b>  <div style="padding-left: 40px;"> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> </div>		
<b>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.</b>		
<b>6</b> <input type="checkbox"/> 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).		
<b>7</b> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <i>[Signature]</i>              Signature of vendor doing business with the governmental entity           </div>		<div style="border: 1px solid black; padding: 5px; margin-top: 10px; text-align: center;"> <i>1-10-19</i>              Date           </div>



## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

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(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



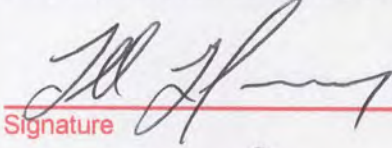
**Form D – Antitrust Certification Statement**  
**TEX. GOV'T. CODE §2155.005**

I affirm under penalty of perjury of the laws of the State of Texas that:

- 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;
- In connection with this proposal, neither I nor any representative of the Company has violated any provision of the *TEX. BUSINESS & COMMERCE CODE, Chapter 15, Texas Free Enterprise and Antitrust Act*;
- In connection with this proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal 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.

I further affirm under penalty of perjury of the laws of the State of Texas that:

- The proposal submitted by the Company is genuine and is not collusive or sham;
- The Company has not colluded, conspired, connived or agreed, directly or indirectly, with an entity or person, to put in a sham proposal or to refrain from responding, and has not in any manner, directly or indirectly, sought by Contract or collusion, or communication or conference, with any person, to fix the bid price or of any other Vendor, or to fix any overhead, profit or cost element of said bid price, or of that of any other Vendor, or to secure any advantage against Region 3 ESC or any person interested in the proposed contract; and
- All statements in Vendor's proposal are true.

<b>Vendor:</b> <u>Murphy Pipeline Contractors</u>	<b>Company Official Authorizing Response:</b>
<b>Address:</b> <u>1876 Everlee Rd</u>	 Signature
<u>Jacksonville FL 32216</u>	<u>Todd Grafenauer</u> Printed Name
<b>Phone:</b> <u>904-764-6887</u>	<u>VP</u> Title
<b>Fax:</b> <u>904-379-6193</u>	



## Form E

Form <b>W-9</b> (Rev. December 2014) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="font-family: cursive; font-size: 1.2em; margin-left: 20px;">Murphy Pipeline Contractors Inc</div>		
2 Business name (disregarded entity name, if different from above)		
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <div> <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶         </div> <div> <input type="checkbox"/> C Corporation  <input checked="" type="checkbox"/> S Corporation  <input type="checkbox"/> Partnership  <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Other (see Instructions) ▶         </div> </div> <p style="font-size: 0.7em;">Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</p>		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Applies to accounts maintained outside the U.S.</small>		
5 Address (number, street, and apt. or suite no.) <div style="font-family: cursive; font-size: 1.1em; margin-left: 20px;">1876 Everlee Rd</div>		Requester's name and address (optional)
6 City, state, and ZIP code <div style="font-family: cursive; font-size: 1.1em; margin-left: 20px;">Jacksonville FL 32216</div>		
7 List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b> 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. <p style="font-size: 0.8em;">Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</p>		
Social security number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>		or Employer identification number <div style="border: 1px solid black; padding: 2px; font-family: monospace; font-size: 1.1em;">59-3688714</div>
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p style="font-size: 0.8em;"><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.</p>		
<b>Sign Here</b>	Signature of U.S. person ▶ Date ▶ 1-10-19	
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <p style="font-size: 0.8em;"><b>Future developments.</b> Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/fw9">www.irs.gov/fw9</a>.</p> <p style="font-size: 0.8em;"><b>Purpose of Form</b>          An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Form 1099-INT (interest earned or paid)</li> <li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>• Form 1099-S (proceeds from real estate transactions)</li> <li>• Form 1099-K (merchant card and third party network transactions)</li> </ul>		
<ul style="list-style-type: none"> <li>• Form 1099 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>• Form 1099-C (canceled debt)</li> <li>• Form 1099-A (acquisition or abandonment of secured property)</li> </ul> <p style="font-size: 0.8em;">Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p style="font-size: 0.8em;">If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.</p> <p style="font-size: 0.8em;">By signing the filled-out form, you:</p> <ol style="list-style-type: none"> <li>1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).</li> <li>2. Certify that you are not subject to backup withholding, or</li> <li>3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and</li> <li>4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.</li> </ol>		

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)



Form W-9 (Rev. 12-2014)

Page 2

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

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

**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, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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 his or her 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, 1994) 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 his or her 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 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include 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 Part II Instructions on page 3 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 under 4 above (for reportable interest and dividend accounts opened after 1993 only).

Certain payees and payments are exempt from backup withholding. See Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 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 no longer are 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. 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. 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 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** 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.

**d. 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. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity 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, "Business name/disregarded entity name." 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.



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**Line 2**

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

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 9632 or 2552 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box. Instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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 in 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 possession, 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 possession
- 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
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 684 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 Income, 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) written or printed 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 possession, 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 684 or described in section 4947(a)(1)

M—A tax exempt trust under a section 409(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.

**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 individual taxpayer identification number (ITIN). Enter it in the social security number box. 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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 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 1-800-772-1213. 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/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "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, generally you will 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.

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



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**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 items 1, 4, or 5 below indicate 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 1964 and broker accounts considered active during 1963.** 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 1963 and broker accounts considered inactive during 1963.** 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>1</sup>
6. Grantor trust filing under Optional Form 1069 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor <sup>1</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
9. Corporation or LLC electing corporate status on Form 9632 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1069 Filing Method 2 (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 and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. 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.) Also see Special rules for partnerships on page 2.

**Note.** Grantor also must provide a Form W-9 to trustee of trust.

**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 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 credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**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 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4388).

Visit [IRS.gov](http://IRS.gov) 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 possessions for use in administering their laws. The information also may 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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**Form F – Vendor Certifications Form**

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**TEXAS FAMILY CODE**

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As per *Section 14.52 of the TEX. FAMILY CODE, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993)*, all responders must complete and submit the following affidavit:

I, the undersigned Vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an Owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment Contract is eligible to respond or receive a state contract.

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**FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

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This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities*. (1.) The prospective lower tier participant certifies, by submission of this response, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. (2.) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this response.

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**ANTI-LOBBYING APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS,  
AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

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Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by *Byrd Anti-Lobbying Amendment, 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 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/her knowledge and belief, that: (1.) No Federal appropriated funds have been paid or will be paid 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 Contract, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Contract. (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 Contract, 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.

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**EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE CONTRACTS,  
AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS**

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I, the Vendor, certify that I am in compliance with all applicable standards, orders or regulations issued pursuant to the *Clean Air Act of 1970*, as amended (42 U.S.C. 1857(h)); *Section 508 of the Clean Water Act*, as amended (33 U.S.C. 1368), *Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15* as required under OMB Circular A-102, Attachment O, Paragraph 14(I) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

*Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).*

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**RECORDS ACCESS AND RETENTION REQUIREMENTS**

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**2 C.F.R. § 200.336.** Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. **2 CFR § 200.333.** When federal funds are expended by PCA Members for any contract resulting from this procurement process, 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 for a period of three 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.



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**BUY AMERICA PROVISIONS**

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I, the Vendor, am in compliance with all applicable provisions of the **Buy America Act**. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

**Buy American Act (1933)** applies to direct U.S. federal procurement, covers specified products, and requires the U.S. government to prefer domestic goods and services unless the head of the agency involved in the procurement has determined that the prices of the domestic suppliers are "unreasonable" or that the purchase would be "inconsistent with the public interest." The Act contains exceptions in terms of trade agreements.

**Buy America Act (1983)** applies only to mass-transit-related procurements such as highways, bridges, transit systems and terminal programs valued over \$100,000 and funded at least in part by federal grants issued by the Federal Transit Administration and Federal Highway Administration. Under Buy America, federal-aid funds may not be obligated for a project unless iron and steel products used in such projects are manufactured in the United States—with some exceptions.

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**NON-COLLUSION STATEMENT**

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Vendor certifies under penalty of perjury that their response is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity. **The Vendor agrees to comply with all Federal, state, and local laws, rules, regulations and ordinances, as applicable.**

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**FERPA CONFIDENTIALITY**

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Vendor agrees to cooperate with Region 3 ESC/PCA agree to secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations. Vendor understands that the *Family Educational Rights and Privacy Act (FERPA)*, 20 U.S.C. § 1232(g), governs the privacy and security of educational records and information and agree to abide by FERPA rules and regulations, as applicable.

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**TEXAS FELONY CONVICTION NOTICE**

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*TEX. EDUC. CODE §44.034, Notification of Criminal History of Contractors*, provides: (a.) A person or business entity that enters into a contract with a Texas school district must give advance notice to the district if the person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. (b.) A Texas 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. (c.) This section does not apply to a publicly held corporation.

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**STATE OF TEXAS FRANCHISE TAX**

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By submitting a response to the RFP, Vendor certifies that Vendor is not currently delinquent in Vendor's payment of any franchise taxes or other taxes owed to the State of Texas.

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**OSHA**

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Vendor, its subcontractor(s), and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules, and regulations in the performance of services under this Contract, including, without limitation, *the Occupational Safety and Health Administration (OSHA)*. In case of conflict, the most stringent safety requirements shall govern. Vendor shall comply with all safety guidelines and standards as required by PCA Members. Vendor shall indemnify and hold Region 3 ESC/PCA, PCA agents, and/or PCA Member(s) harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of Vendor's obligations under this provision.

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**PREVAILING WAGE RATES**

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Vendor and all subcontractors of Vendor shall comply with all laws regarding prevailing wage rates, including, but not limited to, *TEX. GOV'T. CODE § 2258*, applicable to the construction of a public work, and any related federal requirements, including the *Davis-Bacon Act*, (40 U.S.C. Section 276a et seq.), and its subsequent amendments. In the event *TEX. GOV'T. CODE § 2258* applies to a product or service provided by Vendor to a Member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the Member. Certified payroll shall apply and must comply with FEMA requirements for equipment rentals and expendables. A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract, per *TEX. GOV'T. CODE § 2258.023*. Also, *McNamara-O'Hara Service Contract Act* (41 U.S.C. 351).



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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II 2 CFR PART 200 (EDGAR)**

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I, the undersigned Vendor, acknowledge the following: (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 Federal Rule (A) above, when a PCA Member expends federal funds, PCA Member 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. (B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000.) When PCA Member expends federal funds, PCA Member 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. PCA Member also reserves the right to terminate the contract immediately, with written notice to Vendor, for convenience, if PCA Member believes, in its sole discretion that it is in the best interest of PCA Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by PCA Member as of the termination date if the contract is terminated for convenience of PCA Member. Any award under this procurement process is not exclusive and PCA Member reserves the right to purchase goods and services from other Vendors when it is in PCA Member's best interest.

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**DOING BUSINESS WITH INDIVIDUALS, ENTITIES OR COUNTRIES SANCTIONED BY U.S. GOVERNMENT OR STATES**

---

Vendor certifies that it is not engaged and doing business with individuals, entities or countries sanctioned by the U.S. Government, including, but limited to, those on the List of Specially Designated Nationals and Blocked Persons (the "SDN List"). Texas Government Code (Subchapter F), Chapter 2252 prohibits Texas governments from contracting with companies that do business with Iran, Sudan or foreign terrorist organizations; other states may have similar laws.

---

**PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

---

PCA/Region 3 ESC or Vendor may not enter into a contract for goods or services with a company that boycotts Israel. Texas Government Code (Subchapter F), Chapter 2270, requires companies contracting with state entities to affirm they do not boycott Israel, and forbids Texas agencies from conducting business with companies that do; other states may have similar laws. By signing this agreement, the Vendor certifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

---

**CERTIFICATION**

---

**It is further acknowledged that Vendor certifies compliance with all provisions, laws, acts, regulations, etc. as noted above, in the solicitation, and in the Contract.**

Vendor Name: Murphy Pipeline Contractors

Printed Name and Title of Authorized Representative: Todd Grafenauer VP

Signature of Authorized Representative: [Signature] Date: 1-10-19



**FORM G1 – SB 9 CONTRACTOR CERTIFICATION: CONTRACTOR EMPLOYEES****Background**

*TEX. EDUC. CODE*, Chapter 22 requires entities that contract with school districts to obtain criminal history records on covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Vendors must certify to Region 3 ESC that they have complied and must obtain similar certifications from their subcontractors. The law requires each contractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512.424.2474.

**Definitions**

**Covered employees:** Employees of a contractor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Region 3 ESC and/or the PCA Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

**Disqualifying criminal history:**

- (1) A conviction or other criminal history information designated by REGION 3 ESC or an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under *TEX. EDUC. CODE* §22.085(a), that is: if at the time of the offense, the victim was under 18 or was enrolled in a public school:
  - (a) A felony offense under Title 5, *Texas Penal Code*;
  - (b) An offense on conviction for which a defendant is required to register as a sex offender under Chapter 62, *TEX. CR. CODE ANN.*; or
  - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

On behalf of Murphy Pipeline Contractors ("Vendor"), I, the undersigned authorized signatory for Vendor, certify to Region 3 Education Service Center ("Region III ESC") that **[check one]**:

☒ None of Vendor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Vendor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Vendor will maintain these precautions or conditions throughout the time the contracted services are provided.

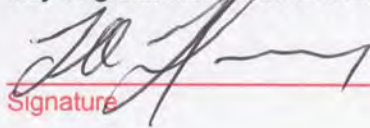
- Or -

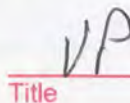
☐ Some or all of Vendor's employees are *covered employees*. If this box is checked, I further certify that:

- (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify PCA in writing **within 3 business days**.
- (3) Upon request, Vendor will provide PCA Member with the name and any other requested information of covered employees so that PCA Member may obtain criminal history record information on the covered employees.

If PCA Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at PCA Member.

I also certify to Region 3 ESC on behalf of Vendor that Vendor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE*, Chapter 22. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

  
Signature

  
Title

1-10-19  
Date



**FORM G2 – SB 9 CONTRACTOR CERTIFICATION: SUBCONTRACTOR****Background**

TEX. EDUC. CODE, Chapter 22 requires entities that contract with school district contractors to obtain criminal history records regarding covered employees. Covered employees with disqualifying criminal histories are prohibited from serving at a school district. Subcontractors must certify to Member and to the Vendor that they have complied. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to set up an account, contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

**Definitions**

**Covered employees:** Employees of a Vendor who have or will have continuing duties related to the service to be performed at a school district and have or will have direct contact with students. Region 3 ESC or other co-op Member issuing a Purchase Order will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students.

**Disqualifying criminal history:**

- (1) A conviction or other criminal history information designated by an PCA Member;
- (2) A felony or misdemeanor offense that would prevent a person from being employed under TEX. EDUC. CODE §22.085(a), that is: if, at the time of the offense, the victim was under 18 or was enrolled in a public school:
  - (a) A felony offense under *Title 5, TEXAS PENAL CODE*;
  - (b) An offense on conviction for which a defendant is required to register as a sex offender under *Chapter 62, TEX. CR. CODE ANN.*; or
  - (c) An offense under federal law or the laws of another state that is equivalent to (a) or (b).

Subcontractor has entered into a contract with Murphy Pipeline Contractors ("Vendor"), to provide services in connection with the contract between Region 3 Education Service Center and Vendor. I, the authorized signatory for Subcontractor, certify to Region 3 ESC and Contractor that [check one]:

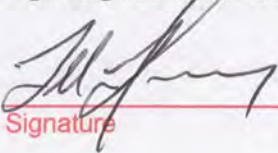
☒ None of Subcontractor's employees are *covered employees*, as defined above. If this box is checked, I further certify that Subcontractor has taken precautions or imposed conditions to ensure that its employees will not become *covered employees*. Subcontractor will maintain these precautions or conditions throughout the time the contracted services are provided.

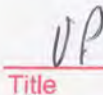
- Or -

- ☐ Some or all of Subcontractor's employees are *covered employees*. If this box is checked, I further certify that:
- (1) Subcontractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
  - (2) If Subcontractor receives information that a covered employee subsequently has a reported criminal history, Subcontractor will immediately remove the covered employee from contract duties and notify PCA in writing **within three (3) business days**.
  - (3) Upon request, Subcontractor will provide Region 3 ESC with the name and any other requested information of covered employees so that Region 3 ESC may obtain criminal history record information on the covered employees.

If a Member objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Subcontractor agrees to discontinue using that covered employee to provide services at Member.

I also certify to Region 3 ESC and Vendor on behalf of Subcontractor that Subcontractor has obtained certifications from its subcontractors of compliance with *TEX. EDUC. CODE, Chapter 22*. **Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.**

  
Signature

  
Title

1-10-19  
Date



**FORM H – CONTRACTOR CERTIFICATION-ARIZONA REQUIREMENT****Contractor's Employment Eligibility**

By entering into the contract, Contractor warrants compliance with the *Federal Immigration and Nationality Act (FINA)*, and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance proper with the various state statutes where this contract will operate.

Participating government entities including school districts may request verification of compliance from any Contractor or subcontractor performing work under this contract. These entities reserve the right to confirm compliance in accordance with applicable laws.

Should the participating entities suspect or find that the contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the contractor. All costs necessary to verify compliance are the responsibility of the contractor.

The Vendor complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the participating entities in which work is being performed.

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**Fingerprint & Background Checks** (Arizona requirement)

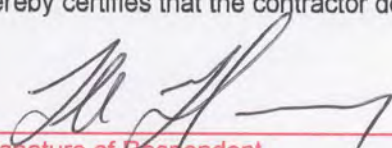
If required to provide services on school district property at least **five (5) times** during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or Vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, Vendors and their employees shall not provide services on school district properties until authorized by the District.

The Vendor shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

---

**Business Operations in Sudan, Iran**

In accordance with *Arizona Revised Statutes* 35-391 and *Arizona Revised Statutes* 35-393, the contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

  
Signature of Respondent1-10-19  
Date



**FORM I**

**BONDING LETTER, IF APPLICABLE**



INSURANCE/SURETY BONDS  
**JOHNSON**  
& COMPANY

December 5, 2018

Re: **Murphy Pipeline Contractors, Inc.**

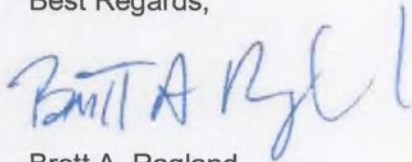
We are the bonding agent for Murphy Pipeline Contractors, Inc. They are bonded through Berkley Insurance Company. Berkley Insurance Company has an A. M. Best Key rating of A+, XV and is certified by the United States Department of the Treasury for individual bonds up to \$453,117,000.

Although maximum limits have not been established, Murphy Pipeline Contractors has the capacity to bond individual projects as large as \$20,000,000 with an aggregate program of \$40,000,000.

Please note this letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference from us, as requested by our client. Any arrangement for surety credit is a matter between Murphy Pipeline Contractors and the surety and is subject to the underwriting requirements being met at the time any request is made.

Murphy Pipeline Contractors, Inc. has an excellent reputation in the industry and we value them as a client. Please don't hesitate to contact us if you have questions or need additional information.

Best Regards,



Brett A. Ragland  
Vice President



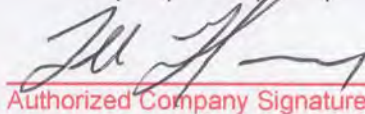
**FORM J****INSTRUCTIONS FOR CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. A signed certification is due upon submittal of an offer and during the annual contract renewal period. A PCA Member may also request and receive a certification prior to purchase of goods or commencement of work.
2. The inability of Vendor to provide the certification below will not necessarily result in disqualification of the Vendor's submittal or non-renewal of the Awarded Contractor's (Vendor's) contract. The Vendor/Awarded Contractor shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with Region 3 Education Service Center's determination whether to award a contract/terminate an existing contract. However, failure of the Vendor to furnish a certification or an explanation shall disqualify such Vendor from being awarded a contract or the Awarded Contractor from renewal of an existing contract.
3. The certification is a material representation of fact upon which reliance was placed when Region 3 ESC awards/renews a contract. If it is later determined that the Vendor/Awarded Contractor knowingly rendered an erroneous certification, Region 3 ESC may terminate the contract for cause or default.
4. The Vendor/Awarded Contractor shall provide immediate written notice to Region 3 ESC per the instructions specified in the Notice paragraph of the Contract Terms and Conditions if at any time the Vendor/Awarded Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of an Vendor/Awarded Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

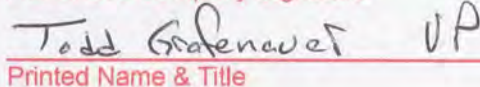
\*\*\*\*\*

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

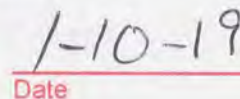
1. The Vendor/Awarded Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency, or State agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this submittal/renewal had— one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the Vendor/Awarded Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Authorized Company Signature



Printed Name &amp; Title



Date



## FORM K - ADDENDUM(S) IF ISSUED

Addendums, if issued, will be noticed on Bonfire through the [www.pcamerica.org](http://www.pcamerica.org) website on the Solicitation Tab.

Vendor must download the addendum; have an authorized person acknowledge the addendum by signing and dating; and submit the addendum with the company's submission or proposal.

If the company has submitted their proposal before the notice is posted, the addendum notice must be submitted by email to [pcamerica@pcamerica.org](mailto:pcamerica@pcamerica.org).



Form K

NOTIFICATION OF ADDENDUM #1 for the following PCA  
RFP 3-206-18 Trenchless Rehabilitation & Related Items and Services

This Addendum is submitted to correct the Evaluation Factors on Page 14 of  
Tab 2 – INSTRUCTIONS FOR VENDORS.

The current Evaluation Factors are:

<u>Evaluation Factors</u>	<u>Point Value</u>
<u>Qualifications</u>	
Products/Services	30
Qualification and Experience	20
Performance Capability	20
Reputation of Vendor (References)	10
Pricing	20
<b>SUBTOTAL POSSIBLE 100 POINTS:</b>	<b><u>100</u></b>
<u>Additional Qualifying Points</u>	
'Value Add' Products and Services	7
HUB/MWBE/VOSB/SBE/ISO Certifications	3
<b>GRAND TOTAL POSSIBLE POINTS:</b>	<b><u>110</u></b>

For this RFP the Evaluation Factors are updated to read:

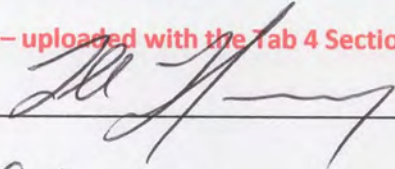
<u>Evaluation Factors</u>	<u>Point Value</u>
<u>Qualifications</u>	
Products/Services	20
Qualification and Experience	20
Performance Capability	20
Reputation of Vendor (References)	15
Pricing	25
<b>SUBTOTAL POSSIBLE 100 POINTS:</b>	<b><u>100</u></b>
<u>Additional Qualifying Points</u>	
'Value Add' Products and Services	7
HUB/MWBE/VOSB/SBE/ISO Certifications	3
<b>GRAND TOTAL POSSIBLE POINTS:</b>	<b><u>110</u></b>

Submittal Deadline (not changed):

**ELECTRONIC (BONFIRE WEBSITE) RESPONSE**  
**Tuesday, January 15, 2019 at 11:00 AM CT**

At the above date and time, the Bonfire application will close the RFP  
and no further submissions will be allowed.

**A signed copy of this notice must be included in all responses – uploaded with the Tab 4 Section as Form K.**

Received By: Todd Gravenet VP   
Typed or Printed Name, Title, & Signature  
Company Name: Murphy Pipeline Contractors  
Typed or Printed



**FORM L - VENDOR QUESTIONNAIRE AND COMPANY PROFILE****1. Certification of Residency-TEXAS**

TEX. GOV'T. CODE § 2252.002, PCA "...may not award a 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 (1) in the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer." **This requirement does not apply to contracts involving federal funds. TEX. GOV'T. CODE § 2252.004.**

"Resident bidder" is a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority Owner has its principal place of business in Texas. "Nonresident bidder" is a person who is not a Texas resident. TEX. GOV'T. CODE § 2252.001.

City and state of Vendor's principal place of business: Jacksonville FL

Vendor is a Texas "resident bidder" \_\_\_\_\_ OR a "non-resident bidder" X

- a) Does your "resident state" require bidders whose principal place of business is in Texas to underbid bidders whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ☐ Yes ☒ No

- b) What is the prescribed amount or percentage? \$ N/A OR N/A %

**2. Company Contact Information. Vendor must keep the following information up-to-date.**  
E-mail [pcamerica@pcamerica.org](mailto:pcamerica@pcamerica.org) with any changes.

**ADMINISTRATIVE SUPPORT SERVICES (Monthly reporting, payment of admin fees, etc.):**

Contact Person: Susan Pitts Title: Finance

Company: Murphy Pipeline Contractors

Address: 1876 Everlee Rd

City: Jacksonville State: FL Zip Code: 32216

Phone: 904-764-6887 Cell: N/A

E-mail: susan.p@murphypipelines.com

**SALES AND MARKETING CONTACT PERSON:**

Contact Person: Todd Gratenauer Title: VP

Company: Murphy Pipeline Contractors

Address: 1876 Everlee Rd

City: Jacksonville State: FL Zip Code: 32216

Phone: 904-764-6887 Cell: 414-321-2247

E-mail: toddg@murphypipelines.com



3. Which best describes Vendor's position in the distribution channel, if applicable:

- |   |  |
|---|--|
| <input type="checkbox"/> Manufacturer direct    | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-add reseller     | <input checked="" type="checkbox"/> Other: <u>Contractors</u>    |

4. Check all states and territories where Vendor intends to pursue work, even states where you are not currently licensed. Note: Licenses must be obtained before commencement of work

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> All States           | <input type="checkbox"/> Kentucky                 | <input type="checkbox"/> North Dakota           |
| <input type="checkbox"/> Arizona                         | <input type="checkbox"/> Louisiana                | <input type="checkbox"/> Ohio                   |
| <input type="checkbox"/> Arkansas                        | <input type="checkbox"/> Maine                    | <input type="checkbox"/> Oklahoma               |
| <input type="checkbox"/> Alabama                         | <input type="checkbox"/> Maryland                 | <input type="checkbox"/> Oregon                 |
| <input type="checkbox"/> Alaska                          | <input type="checkbox"/> Massachusetts            | <input type="checkbox"/> Pennsylvania           |
| <input type="checkbox"/> California                      | <input type="checkbox"/> Michigan                 | <input type="checkbox"/> Rhode Island           |
| <input type="checkbox"/> Colorado                        | <input type="checkbox"/> Minnesota                | <input type="checkbox"/> South Carolina         |
| <input type="checkbox"/> Connecticut                     | <input type="checkbox"/> Mississippi              | <input type="checkbox"/> South Dakota           |
| <input type="checkbox"/> Delaware                        | <input type="checkbox"/> Missouri                 | <input type="checkbox"/> Tennessee              |
| <input type="checkbox"/> District of Columbia            | <input type="checkbox"/> Montana                  | <input type="checkbox"/> Texas - see below also |
| <input type="checkbox"/> Florida                         | <input type="checkbox"/> Nebraska                 | <input type="checkbox"/> Utah                   |
| <input type="checkbox"/> Georgia                         | <input type="checkbox"/> Nevada                   | <input type="checkbox"/> Vermont                |
| <input type="checkbox"/> Hawaii                          | <input type="checkbox"/> New Hampshire            | <input type="checkbox"/> Virginia               |
| <input type="checkbox"/> Idaho                           | <input type="checkbox"/> New Jersey               | <input type="checkbox"/> Washington             |
| <input type="checkbox"/> Illinois                        | <input type="checkbox"/> New Mexico               | <input type="checkbox"/> West Virginia          |
| <input type="checkbox"/> Indiana                         | <input type="checkbox"/> New York                 | <input type="checkbox"/> Wisconsin              |
| <input type="checkbox"/> Iowa                            | <input type="checkbox"/> North Carolina           | <input type="checkbox"/> Wyoming                |
| <input type="checkbox"/> Kansas                          |   |   |
| <input checked="" type="checkbox"/> All U.S. Territories | <input type="checkbox"/> Guam                     | <input type="checkbox"/> Puerto Rico            |
| <input type="checkbox"/> American Samoa                  | <input type="checkbox"/> Midway Islands           | <input type="checkbox"/> U.S. Virgin Islands    |
| <input type="checkbox"/> Fed. States of Micronesia       | <input type="checkbox"/> Northern Mariana Islands |   |

NAFTA / or New Trade Agreement as approved & ratified by the U.S., Canada, and Mexico

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Canada | <input checked="" type="checkbox"/> Mexico |
|--|--|

Texas Education Service Center Area (see map next page)

- |  |                                 |                                 |
|--|---------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> All ESCs | <input type="checkbox"/> ESC 7  | <input type="checkbox"/> ESC 14 |
| <input type="checkbox"/> ESC 1               | <input type="checkbox"/> ESC 8  | <input type="checkbox"/> ESC 15 |
| <input type="checkbox"/> ESC 2               | <input type="checkbox"/> ESC 9  | <input type="checkbox"/> ESC 16 |
| <input type="checkbox"/> ESC 3               | <input type="checkbox"/> ESC 10 | <input type="checkbox"/> ESC 17 |
| <input type="checkbox"/> ESC 4               | <input type="checkbox"/> ESC 11 | <input type="checkbox"/> ESC 18 |
| <input type="checkbox"/> ESC 5               | <input type="checkbox"/> ESC 12 | <input type="checkbox"/> ESC 19 |
| <input type="checkbox"/> ESC 6               | <input type="checkbox"/> ESC 13 | <input type="checkbox"/> ESC 20 |



**Texas Education Service Center Areas Reference Map****Special Noticing Requirements of Other States**

Pursuant to certain state notice provisions, including but not limited to *Oregon Revised Statutes Chapter 279A.220*, and similar laws in other states, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with PCA and access the Master Agreement contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for responses for purposes of complying with the procedural requirements of said statutes. Lists of political subdivisions and local governments in the above referenced states/districts may be found at <https://www.usa.gov/state-tribal-governments>.

5. Company Profile. Provide:

- a) Official company registered name: Murphy Pipeline Contractors
- b) Company's Dun & Bradstreet number and rating: 082740585
- c) Company's federal tax identification number (EIN): 59-3688714
- d) Number of years company has been in the business described in this solicitation: 19
- e) Organization chart.
- f) Total number of full-time employees: 74
- g) Corporate office location: 1876 Everlee Rd Jacksonville FL 32216
- h) Location(s) of sales/service offices in the state(s) relevant to this solicitation. Include name of key contact and contact information:  
3 Texas Office Locations, 2 Florida locations,  
1 New York Location, 1 Wisconsin location



Key Contact: Todd Grafenauer 414-321-2247

- i) Description of company's relevant market and company's position within it.  
Water and Sewer utility contractor with focus on trenchless technologies. Introduced, developed and performed the majority of trenchless services on this contract.
- j) If you do not provide a Dun & Bradstreet rating in (b), Company agrees to provide the following financial information, if requested, at any point during the procurement process, before or after contract award:
- If public, Company's income statement, balance sheet, and cash flow statement for the latest audited year.
  - If private, Company's audited financial statements for the latest fiscal year, if available.
  - Company's failure to provide financial information may impact a potential contract award.
- k) Supply your company logo a high-resolution format such as ".eps" OR ".jpg" to be used on the PCA website. Attached

7. **References – Required**

Provide references from at least three (3) customers, preferably governmental entities, that Vendor has provided services to **in the last three years**. Vendor may supply a letter from a company on company letterhead, including contact information.

PCA reserves the right to contact the references and will not be held responsible for references that will not respond after two (2) attempts by phone or email.

- (1) Name: Jessie Allen  
 Company: Arlington Water Utility  
 Address: 101 W Abram St. Arlington TX 76004  
 Contact phone number(s): 817-459-6660  
 Email: jessie.allen@arlingtontx.gov  
 Approximate revenue, last three (3) years: \$6,000,000.00
- (2) Name: Rosie Smiley  
 Company: Texas State Technical College  
 Address: 3801 Campus Drive Waco TX 76705  
 Contact phone number(s): 254-867-3701  
 Email: rbsmiley@tstc.edu  
 Approximate revenue, last three (3) years: \$4,500,000.00
- (3) Name: William Freeman  
 Company: City of Balch Springs  
 Address: 13503 Alexander Rd Balch Springs TX 75181  
 Contact phone number(s): 972-286-4477  
 Email: wfreeman@cityofbalchsprings.com



Approximate revenue, last three (3) years: \$1,500,000.00

(4) Name: Earl Prizlee

Company: City of Sunrise, FL

Address: 777 Sawgrass Corporate Pkwy

Contact phone number(s): 954-888-6002

Email: eprizlee@sunrise-fl.gov

Approximate revenue, last three (3) years: \$5,000,000.00

(5) Name: Jorge Holguin

Company: City of Fort Lauderdale

Address: 100 N Andrews Ave

Contact phone number(s): 954-828-5675

Email: jholguin@fortlauderdale.gov

Approximate revenue, last three (3) years: \$15,000,000.00

8. **Insurance** - All contracts require proof of insurance; for the purposes of this solicitation, the certificate holder is Region 3 ESC/Purchasing Cooperative of America, 1905 Leary Lane, Victoria, TX 77901.

- a) State Vendor's insurance provider: Insurance Office of America - see attached COI  
 b) Provide appropriate documentation to demonstrate compliance with the Insurance Requirements in the Terms and Conditions. Attached

9. **Accounting**

- a) Define company's standard terms of payment. 30 days Net  
 b) Discuss the invoicing options company offers and the payment terms for each. 30 days Net, but typically agreed by both parties during contract.

10. **Provide company drug testing policy/plan.** -- attached

11. **Quality Assurance/Quality Control Program (QA/QC Plan)** If Not Applicable, initial here

If QA/QC Plan is required or necessary, Vendor(s) shall submit an updated QA/QC Plan within 14 calendar days of award and prior to commencement of any work. Attached

The Plan shall:

- a) Detail the day-to-day supervision of work, provide documentation of deficiencies and corrective actions, note subcontract or compliance issues and trend analysis, and how inspectors will interface and work with both subcontractors and Member's staff.  
 b) Give an overview of the company's customer service department, including hours of operation, number of service centers, etc. Describe company's procedures to monitor the quality of its customer service and products.  
 c) Describe company's support procedures. Detail the estimated timeframe from a Member's request to when support is provided and completed.

12. **Marketing Plan** - All contracts require a marketing plan - Attached

Vendor shall provide a marketing plan for promoting this contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to customers/Members and efforts to educate potential Members. The plan should explain how the marketing department will interface with Vendor's management team and Vendor's customers and co-op Members.



13. Corporate Resources and Commitment - Construction ONLY **If Not Applicable, initial here** \_\_\_\_\_

Corporate resources and commitments are important as indicators of the respondent's commitment and ultimate success. Respondents must include the following information in their responses:

- a) Has a corporate officer been assigned to the program? ☒ Yes ☐ No
- b) Does the corporate officer understand his role in providing the resources necessary for the program? ☒ Yes ☐ No
- c) Does corporate understand the need for prompt payment of subcontractors? ☒ Yes ☐ No
- d) Does the company have business procedures and a business manager assigned to this program that will conform to the solicitation? ☒ Yes ☐ No
- e) Has corporate made a commitment to work with small and disadvantaged businesses within the local community? ☒ Yes ☐ No
- f) Has the company committed the people long-term to this program for continuity? ☒ Yes ☐ No
- g) Does corporate acknowledge Member's right to proposed changes in key personnel and to reserve the right to remove Vendor personnel for any reason? ☒ Yes ☐ No

14. Warranty Information, if Applicable **If Not Applicable, initial here** \_\_\_\_\_

- a) Length of standard warranty on parts/equipment/materials 1 yr.
- b) Length of standard warranty on installation/service 1 yr.
- c) Does Vendor provide extended warranties and/or maintenance contracts at an additional cost to Members? No \_\_\_\_\_ Yes X  
If so, the extended warrantee maintenance contract must be submitted as a separate line item.
- d) Is warranty coverage dependent on any specific requirements? No X Yes \_\_\_\_\_  
If yes, explain.
- e) If Vendor's product(s) is/are deemed defective, what is the replacement process and turnaround time? ASAP
- f) Does Vendor provide a quality guarantee on its product(s)/service(s)? Yes X No \_\_\_\_\_  
If so, provide a description. Industry Standards - AWWA

15. ISO Certification - **If "Yes" Vendor must provide a copy of the ISO certification letter(s).**

Vendor is ISO certified: ☐ Yes ☒ No

16. HUB, MWBE, VOSB, SBE, etc. Participation - **Vendor must provide a copy of letter(s) or certificate(s) for Due Diligence requirements.**

Vendor is certified: ☐ Yes ☒ No

If Yes, state the certification(s) here:

But we work with many across the US.



Some PCA Members have specific goals for use of HUBs, etc., including subcontracting requirements, and will require that a plan be submitted to meet their goals. See TEX. GOV'T. CODE, Chapter 2161.

State percentage of Vendor's business with HUB/WMBE/SBE subcontractors: 15 %

17. Awards/Certificates/Licenses - Attached

- a) List environmental, social or industry standards awards or recognition Vendor has received. Provide documentation.
- b) Provide copies of all licensing certificates, including contractor licenses and certifications, for each state in which Vendor can provide products/services.
- c) List company and staff certifications and licenses that may be brought to this cooperative program.

18. Company Delivery Policy. State fully your delivery terms and conditions, including:

- N/A to this Contract

- a) Minimum order for free delivery
- b) Carriers, own trucks or common carrier (FedEx, UPS, USPS, etc.)
- c) Delivery time and fill rate
- d) Establish delivery schedule(s), where the requirement permits, which encourage participation by Small and Disadvantaged Businesses (2 C.F.R. § 200.321)

19. Freight, Deliver, Inspection & Acceptance, if applicable. If Not Applicable, initial here NA

20. Provide company safety plan, if applicable. Attached If Not Applicable, initial here \_\_\_\_\_

21. Provide Subcontracting Plan, if applicable. Attached If Not Applicable, initial here \_\_\_\_\_

22. Provide Safe and Secure Plan, if applicable. Attached If Not Applicable, initial here \_\_\_\_\_

23. List all other cooperative contracts currently held by Vendor:

COOPERATIVE NAME – DISCOUNT OFFERED – EXPIRATION DATE ☐ Check here, if none.

Allied States .94 Coefficient July 31<sup>st</sup> 2020

24. If awarded a contract, an award packet will be mailed to facilitate a "kick-off" training either by meeting at the PCA office or by phone conference. Provide the contact information for where PCA should send the award packet:

Printed Name of Person to Contact: Todd Grafenauer

Address: Murphy Pipeline Contractor

1876 Everlee Rd Jacksonville FL 32216

Phone #: 904-764-6887 Email: toddge@murphypipelines.com





MURPPIP-01

MATHURR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2018

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).

<b>PRODUCER</b> License # 0E67768 Insurance Office of America, Inc. 1 Sleiman Parkway Suite 130 Jacksonville, FL 32216		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (904) 448-9777 <b>FAX (A/C, No):</b> (904) 448-9788 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Security National Insurance Company (AmTrust)	
		<b>INSURER B:</b> Old Republic Insurance Company	
		<b>INSURER C:</b> Tokio Marine Specialty Insurance Company	
		<b>INSURER D:</b> XL Specialty Insurance Company	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

INSURED

MURPHY PIPELINE CONTRACTORS, INC  
1876 EVERLEE RD  
Jacksonville, FL 32216

## COVERAGES

## CERTIFICATE NUMBER:

## 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 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 <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SES1113806-00	11/09/2018	02/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 314447	11/09/2018	02/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PUB654407	11/09/2018	02/01/2020	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC 314446 00	11/09/2018	02/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Leased/Rented			UM00070931MA18A	11/09/2018	11/09/2019	Equipment \$ 150,000

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

## CERTIFICATE HOLDER

## CANCELLATION

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

Proof of Insurance

ACORD 25 (2016/03)

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