



Collin County, TX

REQUEST FOR QUALIFICATION

2025-145-A

CONSTRUCTION MANAGER AT RISK (CMAR) SERVICES FOR THE COLLIN
COUNTY COURTHOUSE EXPANSION [STEP 1]

RELEASE DATE: April 15, 2025

RESPONSE DEADLINE: May 15, 2025, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

Table Of Contents

1. INTRODUCTION
2. GENERAL INFORMATION & REQUIREMENT
3. SCOPE OF SERVICES
4. INSURANCE REQUIREMENTS
5. EVALUATION OF PROFESSIONAL QUALIFICATIONS
6. GENERAL INSTRUCTIONS
7. TERMS OF CONTRACT
8. QUALIFICATIONS SUBMITTAL AND VENDOR RESPONSE

Attachments:

A - CIQ Form

B - W9

C - LEGAL NOTICE

1. INTRODUCTION

1.1. SUMMARY

Collin County is seeking sealed responses from qualified firms to select a Construction Manager at Risk (CMAR) firm to provide pre-construction and construction services to construct the Courthouse Courtrooms, Parking Garage and Office addition funded by the Collin County 2023 Bond funds.

Project Description:

The construction-manager-at-risk (CMAR) will be contracted directly with the County and is expected to provide assistance to the County and its representatives prior to construction; offering budget, schedule and constructability advice during the project planning and design phases. The CMAR will convert from an advisory role to the contractual role of the general contractor. The project is intended to be completed in two (2) phases:

Phase I: Courthouse Courtrooms Addition and Parking Garage

A four-story expansion of the existing County Courthouse of approximately 150,000 square feet with twelve courtrooms, support offices and holding cells. A 500-space parking garage will be connected to the courthouse expansion by an elevated bridge.

Phase II: Courthouse Office Addition

A two-story 80,000 square foot office expansion and approximately 20,000 square foot buildout of existing interior shell space to the rear of the courthouse.

1.2. BACKGROUND

Pursuant to Government Code Section 2269.056 the Collin County Commissioners Court has determined that the Construction Manager at Risk (CMAR) construction delivery method provides the best value for the County.

Contractor Selection Date listed is the anticipated date for approval by the County and is subject to change. Dates for Shortlist Notification and Shortlist Interviews are anticipated dates and subject to change.

1.3. TIMELINE

Release Project Date:	April 15, 2025
Pre-Submittal Conference (Non-Mandatory):	April 29, 2025, 10:00am Commissioners Courtroom located at 2300 Bloomdale Road, McKinney TX, 75071

Question Submission Deadline:	May 5, 2025, 5:00pm
Response Submission Deadline:	May 15, 2025, 2:00pm
Shortlisted Firms Notified (estimated):	June 6, 2025
Presentations Provided By Top-Ranked Firms (estimated):	July 7, 2025
Recommendation of Award and Approval to Enter into Contract (estimated):	August 25, 2025
Notice to Proceed (estimated):	September 12, 2025

2. GENERAL INFORMATION & REQUIREMENT

2.1. PUBLIC INFORMATION

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.2. TYPE OF CONTRACT

Any contract resulting from this solicitation will be in the form of the Construction Manager at Risk (CMAR).

2.3. EVALUATION OF QUALIFICATIONS

The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation.

2.4. OWNER'S RESERVATION OF RIGHTS

The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

2.5. ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting its Qualifications in response to this RFQ, the respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm(s) will require subjective judgments by the Owner.

2.6. NO REIMBURSEMENT FOR COSTS

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

2.7. PREPARATION OF QUALIFICATIONS STATEMENT

Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the

QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

2.8. CONDITIONAL CLAUSES

Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

2.9. COMPLETION OF RESPONSE

Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection.

2.10. FAILURE TO COMPLY

Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

3. SCOPE OF SERVICES

3.1. Project Summary

Collin County is seeking sealed responses from qualified firms to select a Construction Manager at Risk (CMAR) firm to provide pre-construction and construction services to construct the Courthouse Courtrooms, Parking Garage and Office addition funded by the Collin County 2023 Bond funds.

Project Description:

The construction-manager-at-risk (CMAR) will be contracted directly with the County and is expected to provide assistance to the County and its representatives prior to construction; offering budget, schedule and constructability advice during the project planning and design phases. The CMAR will convert from an advisory role to the contractual role of the general contractor. The project is intended to be completed in two (2) phases:

Phase I: Courthouse Courtrooms Addition and Parking Garage

A four-story expansion of the existing County Courthouse of approximately 150,000 square feet with twelve courtrooms, support offices and holding cells. A 500-space parking garage will be connected to the courthouse expansion by an elevated bridge.

Phase II: Courthouse Office Addition

A two-story 80,000 square foot office expansion and approximately 20,000 square foot buildout of existing interior shell space to the rear of the courthouse.

The County's objective is to complete the project on schedule, within the approved budget, and to achieve high levels of customer satisfaction. It is the respondent's responsibility to thoroughly understand the County's expectations and to carefully preplan the project to avoid any unforeseen issues or surprises.

3.2. Scope of Services

This RFQ is intended to identify the highest qualified respondent firms that could provide pre- construction and construction services for the project described in Section 3.1.

- i. PRE-CONSTRUCTION SERVICES: The selected firm will perform functions such as but not limited to the following during the pre-construction phase of the project (any functions strictly prohibited by statute will not be requested or allowed):
 - a. Cost estimating during all design stages
 - b. Budgeting
 - c. Scheduling for the pre-construction and construction phases of the project

- d. Constructability and value engineering reviews to ensure current estimated construction cost is within project budget parameters
- e. Participation in all programming and design phases project team meetings and formal design reviews
- f. Subcontractor prequalification, solicitation and bidding
- g. Preparation of Guaranteed Maximum Price (GMP) estimate
- h. Market surveys of material and labor
- ii. CONSTRUCTION SERVICES: The selected firm will perform functions such as but not limited to the following during the construction phase of the project (any functions strictly prohibited by statute will not be requested or allowed):
 - a. Procure and furnish all materials, equipment, tools, services and labor required to complete all work shown or described in the Contract Documents
 - b. Conduct weekly, and special as needed, progress/coordination meetings with project team members on project site
 - c. Coordinate and manage work of all entities performing activities on the project site related to the Work required to construct the project
 - d. Maintain a safe work environment at all times at the project site
 - e. Prepare and submit monthly cost and schedule updates for Owner review

3.3. Statement of Qualifications

Qualifications statement must include the following documentation at a minimum. Information must be presented in the following order and be clearly titled as follows:

- i. Cover letter: The cover letter must not exceed two (2) pages in length, summarizing key points in the submittal. The cover letter should include a short narrative describing the respondent's unique qualifications as they pertain to this project. Letter should also contain a statement on the availability and commitment of the respondent, its key local principal(s) and proposed project and office staff to undertake the project.
- ii. Table of Contents
- iii. Firm information
 - a. Firm Name
 - b. Firm local address and home office address; number of employees at each

- c. Telephone, fax, and e-mail contact information
- d. Website
- e. Number of years local office has been established
- f. Number of years firm established under current name and registration/license number
- g. Former firm name (if applicable)
- h. Type of organization: (e.g., sole proprietorship, partnership, corporation, etc.)
- i. List names of key principals of firm and local office (if applicable)
- j. Total number of employees
- k. Notable projects (preferably County government) completed by your firm in past 5 years
- iv. Financial Information
 - a. Provide banking reference: contact name, title, institution, address, and telephone number.
 - b. Identify any bankruptcy filings by the firm (or any former name under which the firm operated) or any principal since 2014. Also include a copy of the firm's three (3) most recent financial statements or 10-K report (if a public corporation). The financial statements or 10-K report do not count toward the 40 page limit.
 - c. Indicate whether your firm currently has a Subcontractor Default Insurance policy in place, and if so, whether you intend to use this policy in lieu of surety bonds for your subcontractors on this project.
 - d. Provide the following information on your firm for the past three (3) years: Annual number and value of contracts in local office and nationally per year. Total aggregate bonding capacity, total available bonding capacity and current backlog of contracted work. Provide a current letter from your surety company. Provide the bonding (or surety) company and name and address of agent.
- v. Claims/Litigation History:
 - a. Describe all instances of project disputes, which, in the last five (5) years, reached the level of formal complaint, mediation, arbitration, or litigation brought by (and against) the organization. For each dispute, describe the parties involved, the nature of the dispute, and the amount in dispute. Please provide this information for all the disputes arising out of the firm's projects, regardless of whether the firm was a party or a witness in the dispute. This information will be kept strictly confidential and used only for purposes of this selection.

- b. Provide details of any project liens that have been placed on projects within the last five (5) years, including any liens filed against your organization by others.

vi. Qualifications of Project Team

- a. Describe your firm's management philosophy for the CMAR project delivery method.
- b. Provide brief resumes of the project team that will be directly involved in the pre-construction and construction phases of the project. Resumes should be in the following format:
 - i. Name, title and proposed responsibilities
 - ii. Education, institution(s) and degree(s) with completion dates
 - iii. Year hired and present job title
 - iv. Relevant work experience/projects
- c. Pre-Construction Services Lead References - Provide two (2) owner references for the proposed pre-construction services lead. Provide individual's contact name, title, organization, phone number and e-mail address.
- d. On-Site Senior Project Manager References – Provide two (2) owner references for the proposed on-site project manager. Provide individual's contact name, title, organization, phone number and e-mail address.
- e. On-Site Senior Superintendent References – Provide two (2) owner references for the proposed on-site Senior Superintendent. Provide individual's contact name, title, organization, phone number and e-mail address.
- f. Describe, in written and graphical form, the proposed project assignments and lines of authority and communication for each team member that will be directly involved in the project. Indicate the amount of time (percentage) each team member will be involved in the project.

vii. Past Project Experience

- a. Describe up to three (3) project profiles of your firm's current major construction projects delivered by CMAR services that are most related to this project. List the projects in order of relevance to this project. Provide the following information for each project listed:
 - i. Project name, description and location
 - ii. Project type (new construction, addition, renovation)
 - iii. Project Owner (or Owner's Representative) and contact information - Provide individual's contact name, title, organization, phone number and e-mail address.

- iv. Project Architect - Provide contact information for an Architect's representative who currently serves as the day-to-day liaison with your firm on these projects. Provide individual's contact name, title, organization, phone number and e-mail address.
 - v. Percent Complete
 - vi. Scheduled substantial completion date.
- b. Describe up to three (3) project profiles of your firm's past experience of major construction projects delivered by CMAR services that are most related to this project in the past five (5) years. List the projects in order of relevance to this project. Provide the following information for each project listed:
 - i. Project name, description and location
 - ii. Color photograph(s) images of completed building(s)
 - iii. Project type (new construction, addition, renovation)
 - iv. Project size (gross square feet)
 - v. Actual Date of NTP for Pre-Construction Services
 - vi. Actual Date of NTP for Construction Services
 - vii. Actual Date of Substantial Completion
 - viii. Names of Project Manager and Project Superintendent on project
 - ix. Percentage of the cost of the work completed with the organization's own forces (self-performance)
 - x. Number of Requests for Information (RFI's) and change orders
 - xi. Initial contract amount
 - xii. Final contract amount after all finalized change orders
 - xiii. Owner Reference – Provide contact information for an Owner's representative who acted as the day-to-day liaison with your firm on these projects. Provide individual's contact name, title, organization, phone number and e-mail address.
 - xiv. Architect Reference – Provide contact information for an Architect's representative who acted as the day-to-day liaison with your firm on these projects. Provide individual's contact name, title, organization, phone number and e-mail address.
- c. Work History with Collin County (if applicable) (1 Page Maximum) – describe previous work history of your firm and/or proposed personnel with Collin in the past five (5) years.

viii. Budgeting and Cost Control

- a. Describe your cost estimating methodology, from conceptual design to final construction documents. From the projects listed in Section 7 (above), describe how the estimates were developed at each phase of the project. Compare your final project construction cost versus construction cost shown in your firm's estimates prepared at the 50% design document and 100% construction document design phases. If final construction cost exceeded estimated construction cost by more than 3%, provide a brief narrative explaining the cost difference.
- b. Describe your cost control methods during construction and how you procure subcontracts, confirm scope and bid amount against budget/estimate amount.
- c. Provide a brief narrative describing your methodology for working with the Owner, Program Manager, Architect and their consultants to deliver a GMP within the Owner's project budget and to maintain the GMP throughout the design and construction phases of the project.

ix. Schedule Management

- a. Provide a narrative of how your firm will develop, maintain and update the project schedule during the design and construction phases. Describe your firm's approach to assuring timely completion of this project, including methods for schedule recovery, if necessary.
- b. Describe your firm's past usage of Primavera P6 scheduling software (or similar) and identify project team members who are proficient in the use of this software.

x. Construction Methodologies, Technology & Best Practices

- a. Describe your firm's quality control program. Provide examples of methods used to ensure quality control during the construction phase of a project. Provide specific examples of how these techniques or procedures were used from any of the projects listed in response to Section 7.a (above) of this RFQ. Describe how your firm's QC program has previously interfaced with an Architect's, Program Manager's and inspection firm's quality assurance programs.
- b. Provide a brief narrative describing your firm's past history in implementing the following industry "best practices":
 - i. Building Information Modeling and virtual reality visualization
 - ii. Total quality management for each project phase, including close-out and commissioning.
 - iii. Working in a collaborative, team environment on a daily basis with an Owner, Architect and Program Management firm.
 - iv. Design Assist and incorporating key subcontractor input into construction documents.
 - v. Partnering and Project Charter.

- vi. Past use of Construction Industry Institute's (CII) Project Definitions Rating Index (PDRI) during the planning and programming phases of a project.
 - c. Provide a brief subcontractor plan that outlines the selection process, roles and responsibilities, coordination procedures, and how subcontractors will be managed throughout the project.
 - d. Provide a brief commissioning plan that outlines the steps and procedures for ensuring that all systems, equipment, and processes are fully functional and meet the project's requirements. Include testing, inspection, and verification protocols, as well as the timeline for commissioning activities and the team responsible for each phase.
- xi. Risk Assessment Plan
- a. Provide a concise risk assessment plan that identifies and addresses potential risks that could impact the successful completion of this project, based on the expectations outlined in the RFP. The plan should clearly list and prioritize key risks that are specific and relevant to this project. For each risk, explain the strategies or actions that will be taken to avoid or minimize its occurrence.
 - i. The risk assessment plan must be divided into two sections:
 - I. Controllable Risks: Risks that can be managed or mitigated through proactive measures.
 - II. Non-Controllable Risks: Risks that are beyond the project team's control but will be addressed or managed to the extent possible.
 - b. The plan should be brief and to the point, not exceeding two pages (single-sided), with one page dedicated to controllable risks and one page to non-controllable risks. The evaluation criteria will focus on the respondent's ability to identify, understand, and effectively minimize risks to both the County and the overall success of the project.
 - c. Provide a brief risk mitigation plan for unforeseen risks, including the owner's financial risk. This plan should outline the strategies and actions to identify, assess, and address potential risks that may arise unexpectedly during the project. Include contingency plans, response procedures, and measures to protect the owner's financial interests. Additionally, detail how risks will be monitored and managed throughout the project lifecycle to minimize financial impact.
- xii. Value Assessment Plan
- a. Outline any potential value-added options, which may include suggestions for alternative implementation timelines, project scope, costs, goals, deliverables, methodologies, or other relevant aspects. The purpose of the value assessment plan is to give respondents an

opportunity to propose value-added options or ideas that could benefit the County, the project, or the service.

- b. The value assessment plan should be clear and concise, not exceeding one page (single-sided). The evaluation criteria will focus on the respondent's ability to identify and propose value-added options or ideas that could provide benefits to the County.

xiii. Warranty Management - Operations and Maintenance History of Facilities

- a. Provide a brief narrative describing your firm's processes for tracking and responding to warranty requests from the Owner during the warranty period specified by the contract.
- b. Provide references for three (3) separate government Court facilities constructed by your firm that have been occupied and in operation for more than three (3) years. Reference contacts for each should be the individual responsible for the operation and maintenance of facility at a department head level. Provide project name and location, contact name, title, organization, phone number and e-mail address.

xiv. Safety

- a. Briefly describe your firm's approach to anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's Safety program. Describe the Safety and Insurance/Claim History information that the firm includes in the submission and award process for "best value" Subcontracts.
- b. Identify your firm's Experience Modification Rate (EMR) and annual OSHA Recordable Incident Rates (RIR) for the three (3) most recent annual insurance- year ratings.

3.4. Evaluation Criteria

Collin County will select up to five (5) of the highest qualified respondents on the basis of demonstrated competence and qualifications, taking into consideration the relative importance of the factors set forth in the RFQ as outlined in Texas Government Code, Section 2269. Initial evaluations of the Statement of Qualifications, to establish a short-list of up to five (5) respondents, will be based upon Criteria found in Section 5 RFQ Evaluation Criteria.

Firms that are short-listed will be asked to the second step of the selection process, a Request for Proposal, which will be requested in a separate solicitation document to be posted on Collin County's procurement website.

4. INSURANCE REQUIREMENTS

- Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

Commercial General Liability insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.

Each Occurrence	\$8,000,000
Personal Injury & Adv Injury	\$1,000,000
Products/Completed Operation Aggregate	\$8,000,000
General Aggregate	\$16,000,000
Pollution	\$1,000,000 / \$3,000,000

Workers Compensation insurance as required by the laws of Texas, and Employers' Liability.

Employers Liability	
Liability, Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

Commercial Automobile Liability insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

Combined Single Limit - Each Accident	\$2,000,000
---------------------------------------	-------------

Umbrella/Excess Liability insurance

Each Occurrence/Aggregate	\$20,000,000
---------------------------	--------------

Builders Risk insurance – insurance carried must equal the completed value of the structure and must include coverage for materials stored off-site. Deductible shall be \$25,000 and payable by the Owner to the CMAR for any loss suffered under the coverage up to the limit of the deductible.

Owner's Protective Liability Insurance - CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$5,000,000 aggregate.

- With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

- i. A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.
 - ii. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
 - iii. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - iv. All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.
 - v. All copies of Certificates of Insurance shall reference the project/contract number.
2. All insurance shall be purchased from an insurance company that meets the following requirements:
 - i. A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
3. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - i. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - ii. Sets forth the notice of cancellation or termination to Collin County.

5. EVALUATION OF PROFESSIONAL QUALIFICATIONS

The County will select up to five (5) of the highest-qualified respondents based on demonstrated competence and qualifications, considering the relative importance of the factors outlined in the RFQ, as specified in Texas Government Code 2269.253.

Initial evaluations of the Statements of Qualifications, to establish a short list of up to five (5) respondents, will be based on the following criteria:

Firms that are short-listed will be invited to proceed to the second step of the solicitation process, a Request for Proposal (RFP), which will be issued in a separate solicitation document posted on Collin County's electronic bidding system.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	CMAR Qualifications and Relevant Experience	Points Based	35 (35% of Total)
2.	Budgeting & Cost Control	Points Based	15 (15% of Total)
3.	Schedule Management Method of approach demonstrating the firm's understanding of the program, risks, challenges, and strategy that will be employed to complete the project(s) on time and under budget. This criterion could include the analytical, design tools, personnel, resources, or methodologies commonly used by the firm that may be applicable to the project categories	Points Based	15 (15% of Total)
4.	Methodologies, Technology & Best Practices	Points Based	30 (30% of Total)
5.	Warranty Management & O&M History Demonstrated Success on similar programs, to include past performance on contracts in terms of cost control, quality, and schedule.	Points Based	5 (5% of Total)

6. GENERAL INSTRUCTIONS

6.1. DEFINITIONS

1. Offeror: refers to submitter.
2. Provider: refers to a Successful Service Provider.
3. Statement: refers to those documents required to be submitted to Collin County, by an Offeror.
4. SOQ: refers to Statement of Qualifications
5. RFQ: refers to Request for Qualifications

6.2. GENERAL INSTRUCTIONS

1. If Offeror does not wish to submit a Statement at this time, please submit a No Offer response.
2. Awards shall be made not more than ninety (90) days after the time set for opening of submittals.
3. Collin County is always conscious and extremely appreciative of your time and effort in preparing your Statement.
4. Collin County exclusively uses the OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in the receipt of incomplete specifications and/or addenda which could ultimately render your Statement non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.
5. A Statement may not be withdrawn or canceled by the Offeror prior to the ninety-first (91st) day following the public opening of submittals and only prior to award.
6. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Statements for any or all services covered in a SOQ and to waive informalities or defects in Statements or to accept such Statements as it shall deem to be in the best interest of Collin County.
7. Statements submitted via email, oral, telegraphic or telephonic will not be accepted. SOQs may be submitted in electronic format via Collin County eProcurement.
8. All SOQs submitted electronically via [Collin County eProcurement Portal](#) shall remain locked until the official date and time of opening as stated in the Special Terms and Conditions of the RFQ.
9. SOQs received in the Collin County Purchasing Department after the submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.
10. Statements cannot be altered or amended after the submission deadline.

11. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.
12. Any interpretations, corrections and/or changes to an RFQ and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than the date specified in the solicitation. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners Court. Addenda may be transmitted electronically via [Collin County eProcurement Portal](#).
13. Addenda will be transmitted to all that are known to have received a copy of the RFQ and related Specifications. However, it shall be the sole responsibility of the Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. <https://procurement.opengov.com/portal/collincountytx>, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to ensure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.
14. All materials and services shall be subject to Collin County approval.
15. Collin County reserves the right to make awards as it deems to be in the best interest of the County.
16. The Offeror shall comply with Commissioners Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
17. Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Offeror shall state these exceptions in the section provided in the RFQ or by attachment. Exception/substitution, if accepted, must meet or exceed the specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.
18. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror must meet the following minimum requirements:
19. have adequate financial resources, or the ability to obtain such resources as required;
20. be able to comply with the required or proposed delivery/completion schedule;
21. have a satisfactory record of performance;
22. have a satisfactory record of integrity and ethics;
23. be otherwise qualified and eligible to receive an award. Collin County may request documentation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

24. Offeror shall bear any/all costs associated with its preparation of an SOQ submittal.
25. Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective offerors during the request for qualification process is subject to release under the Act.
26. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
27. Openings: All Statements submitted (Offeror's name only) will be read at the County's regularly scheduled opening for the designated project. However, the reading of a Statement at an opening should be not construed as a comment on the responsiveness of such Statement or as any indication that the County accepts such Statement as responsive. The County will make a determination as to the responsiveness of Statements submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the specifications and contract documents. The County will notify the successful Offeror upon award of the contract and, according to state law; all Statements received will be available for inspection at that time.
28. Offeror shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

7. TERMS OF CONTRACT

1. Any resulting contract resulting from an accepted Statement of Qualifications shall be in the form of Collin County's standard Architects/Engineers agreement. No different or additional terms will become part of this contract with the exception of an Amendment.
2. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments to the contract will be made in writing by Collin County Purchasing Agent.
3. No public official shall have interest in the contract, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171.
4. The Provider shall comply with Commissioners Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.
5. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
6. Statements must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
7. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
8. Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to ensure that Collin County maintains a drug-free work place.
9. Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Provider, or of any agent, employee, subcontractor or supplier of Provider in the execution of, or performance under, any contract which may result from an award. Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

Providers must be in compliance with the provisions of Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code. Providers/Respondent shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

10. Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.
11. The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Provider.
12. Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
13. Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If a delay is foreseen, the Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if the reason appears valid.
14. Collin County shall generate a purchase order(s) to the Provider and the purchase order number must appear on all itemized invoices. Collin County will not be responsible for any services rendered without a valid purchase order number.
15. Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
16. Collin County Purchase Order Number;
17. Provider's Name, Address and Tax Identification Number;
18. Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
19. Payment will be made in accordance with Government Code, Title 10, Subtitle F, Chapter 2251.
20. All warranties shall be stated as required in the Uniform Commercial Code.

21. The Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
22. The Provider agrees to protect Collin County from any claims involving infringements of patents and/or copyrights.
23. The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.
24. The Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
25. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.
26. Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Provider for purposes of solicitation. As exception, Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
27. The Provider understands, acknowledges and agrees that if the Provider subcontracts with a third party for services and/or material, the primary Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Provider and the third party, including any payment dispute, will be promptly remedied by the primary Provider. Failure to promptly render a remedy or to make prompt payment to the third party (sub-contractor) may result in the withholding of funds from the primary Provider by Collin County for any payments owed to the third party.
28. Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide a list of individuals to the Collin County Purchasing Department within five (5) working days.
29. Non-Disclosure Agreement: When applicable, Provider shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by Provider, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Provider agrees that Provider will not use the information

furnished for any purpose other than that stated in contract/agreement, and agrees that Provider will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Provider, and upon the directors, officers, employees and agents of each.

30. Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
31. Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a statement in response to this solicitation, the Provider certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of statement submission and time of award, the Provider will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.
32. Notice to Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.
33. Delays and Extensions of Time when applicable:
34. If the Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Amendment for such reasonable time as the Owner/Architect/Engineer may determine.

35. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.
36. Disclosure of Certain Relationships: Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.
37. Disclosure of Interested Parties: Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.
38. Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.
39. Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force

Majeure Event”). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual Solicitation documents as Special Terms, Conditions and Specifications.

8. QUALIFICATIONS SUBMITTAL AND VENDOR RESPONSE

1. Offeror's Qualifications Statement & Availability to Undertake Projects

1.1. *Qualifications Statement**

Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Offeror's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

Qualifications can be submitted either online or manually (Both are NOT required). Online submission is preferred.

Qualifications may be submitted online via <https://procurement.opengov.com/portal/collincountytx>. Online submission is preferred.

Qualifications submitted via email, CD-ROM, or Flash Drive will not be accepted.

If submitting manually, qualifications shall be submitted in a sealed envelope or box with RFQ name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:

Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071

Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders. Manual submittals shall include an electronic copy in a searchable format.

It shall be the responsibility of the firm to insure that their submittal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.

Offerors shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection.

Qualifications and any other information submitted by Offerors in response to this RFQ shall become the property of the Owner.

The Owner will not compensate Offerors for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Offerors submit Qualifications at their own risk and expense.

Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

Owner makes no representations of any kind that an award will be made as a result of this RFQ. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.

Qualifications shall consist of answers to questions identified in Section 8 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Offeror to the questions identified in this RFQ will be used by Collin County for evaluation.

Separate and identify each criteria response to Section 8 of this RFQ by use of a divider sheet with an integral tab for ready reference.

☐ Please confirm

*Response required

2. Table of Contents

If submitting the statement of qualifications manually, a table of contents must be included, following the structure outlined below.

3. Firm Information

Provide the following firm information:

3.1. *Firm Name**

*Response required

3.2. *Firm local address and home office address; number of employees at each**

*Response required

3.3. *Telephone, fax, and e-mail contact information**

*Response required

3.4. *Website**

*Response required

3.5. *Number of years local office has been established**

*Response required

3.6. *Number of years firm established under current name and registration/license number**

*Response required

3.7. *Former firm name*

(if applicable)

3.8. *Type of organization**

(e.g., sole proprietorship, partnership, corporation, etc.)

*Response required

3.9. *List names of key principals of firm and local office*

(if applicable)

3.10. *Total number of employees**

*Response required

3.11. *Notable projects (preferably County government) completed by your firm in past 5 years**

Maximum response length: 1500 characters

*Response required

3.12. *Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee or elected official?**

☐ Yes

☐ No

*Response required

When equals "Yes"

3.12.1. Please explain*

*Response required

4. Financial Information

4.1. *Provide banking reference: contact name, title, institution, address, and telephone number.**

*Response required

4.2. *Banking Reference**

Provide banking reference: contact name, title, institution, address, and telephone number.

*Response required

4.3. Financial History*

Identify any bankruptcy filings by the firm (or any former name under which the firm operated) or any principal since 2014. Also include a copy of the firm's three (3) most recent financial statements or 10-K report (if a public corporation). The financial statements or 10-K report do not count toward the 40 page limit.

*Response required

4.4. *Identify any bankruptcy filings by the firm (or any former name under which the firm operated) or any principal since 2014. Also include a copy of the firm's three (3) most recent financial statements or 10-K report (if a public corporation).**

*Response required

4.5. Insurance & Bonding*

Indicate whether your firm currently has a Subcontractor Default Insurance policy in place, and if so, whether you intend to use this policy in lieu of surety bonds for your subcontractors on this project.

*Response required

4.6. Bonding Status & Capacity*

Provide the following information on your firm for the past three (3) years: Annual number and value of contracts in local office and nationally per year. Total aggregate bonding capacity, total available bonding capacity and current backlog of contracted work. Provide a current letter from your surety company. Provide the bonding (or surety) company and name and address of agent.

*Response required

5. Claims/Litigation History

5.1. Claims / Litigation History*

Describe all instances of project disputes, which, in the last five (5) years, reached the level of formal complaint, mediation, arbitration, or litigation brought by (and against) the organization. For each dispute, describe the parties involved, the nature of the dispute, and the amount in dispute. Please provide this information for all the disputes arising out of the firm's projects, regardless of whether the firm was a party or a witness in the dispute. This information will be kept strictly confidential and used only for purposes of this selection.

*Response required

5.2. History of Project Lien(s)*

Provide details of any project liens that have been placed on projects within the last five (5) years, including any liens filed against your organization by others.

*Response required

6. Qualifications of Project Team

6.1. *CMAR project delivery method:**

Describe your firm's management philosophy for the CMAR project delivery method.

*Response required

6.2. *Project Team Resumes:**

Provide brief resumes of the project team that will be directly involved in the pre-construction and construction phases of the project. Resumes should be in the following format:

- Name, title and proposed responsibilities
- Education, institution(s) and degree(s) with completion dates
- Year hired and present job title
- Relevant work experience/projects

*Response required

6.3. *On-Site Senior Project Manager References**

Provide two (2) owner references for the proposed on-site project manager. Provide individual's contact name, title, organization, phone number and e-mail address.

*Response required

6.4. *On-Site Senior Superintendent References**

Provide two (2) owner references for the proposed on-site Senior Superintendent. Provide individual's contact name, title, organization, phone number and e-mail address.

*Response required

6.5. *Proposed Project Assignments**

Describe, in written and graphical form, the proposed project assignments and lines of authority and communication for each team member that will be directly involved in the project. Indicate the amount of time (percentage) each team member will be involved in the project.

*Response required

7. Project Experience

7.1. *Current Major Construction Projects**

Describe up to three (3) project profiles of your firm's current major construction projects delivered by CMAR services that are most related to this project. List the projects in order of relevance to this project. Provide the following information for each project listed:

1. Project name, description and location

2. Project type (new construction, addition, renovation)
3. Project Owner (or Owner's Representative) and contact information - Provide individual's contact name, title, organization, phone number and e-mail address.
4. Project Architect - Provide contact information for an Architect's representative who currently serves as the day-to-day liaison with your firm on these projects. Provide individual's contact name, title, organization, phone number and e-mail address.
5. Percent Complete
6. Scheduled substantial completion date.

*Response required

7.2. *Prior Major Construction Projects**

Describe up to three (3) project profiles of your firm's past experience of major construction projects delivered by CMAR services that are most related to this project in the past five (5) years. List the projects in order of relevance to this project. Provide the following information for each project listed:

1. Project name, description and location
2. Color photograph(s) images of completed building(s)
3. Project type (new construction, addition, renovation)
4. Project size (gross square feet)
5. Actual Date of NTP for Pre-Construction Services
6. Actual Date of NTP for Construction Services
7. Actual Date of Substantial Completion
8. Names of Project Manager and Project Superintendent on project
9. Percentage of the cost of the work completed with the organization's own forces (self-performance)
10. Number of Requests for Information (RFI's) and change orders
11. Initial contract amount
12. Final contract amount after all finalized change orders
13. Owner Reference – Provide contact information for an Owner's representative who acted as the day-to-day liaison with your firm on these projects. Provide individual's contact name, title, organization, phone number and e-mail address.

14. Architect Reference – Provide contact information for an Architect’s representative who acted as the day-to-day liaison with your firm on these projects. Provide individual’s contact name, title, organization, phone number and e-mail address.

*Response required

7.3. *Prior County Experience**

Provide work history with Collin County (if applicable) – describe previous work history of your firm and/or proposed personnel with Collin County in the past five (5) years.

*Response required

8. Budgeting and Cost Control

8.1. *Cost Estimating Methodology**

Describe your cost estimating methodology, from conceptual design to final construction documents. From the projects listed in Section 7 (above), describe how the estimates were developed at each phase of the project. Compare your final project construction cost versus construction cost shown in your firm’s estimates prepared at the 50% design document and 100% construction document design phases. If final construction cost exceeded estimated construction cost by more than 3%, provide a brief narrative explaining the cost difference.

*Response required

8.2. *Cost Control Methods**

Describe your cost control methods during construction and how you procure subcontracts, confirm scope and bid amount against budget/estimate amount.

*Response required

8.3. *Method for Guaranteed Maximum Price (GMP)**

Provide a brief narrative describing your methodology for working with the Owner, Program Manager, Architect and their consultants to deliver a GMP within the Owner’s project budget and to maintain the GMP throughout the design and construction phases of the project.

*Response required

9. Schedule Management

9.1. *Schedule Development & Management**

Provide a narrative of how your firm will develop, maintain and update the project schedule during the design and construction phases. Describe your firm’s approach to assuring timely completion of this project, including methods for schedule recovery, if necessary.

*Response required

9.2. *Schedule Technology**

Describe your firm's past usage of Primavera P6 scheduling software (or similar) and identify project team members who are proficient in the use of this software.

*Response required

10. *Construction Methodologies, Technology & Best Practices*

10.1. *Quality Control Program(s)**

Describe your firm's quality control program. Provide examples of methods used to ensure quality control during the construction phase of a project. Provide specific examples of how these techniques or procedures were used from any of the projects listed in response to Section 7 (above) of this RFQ. Describe how your firm's QC program has previously interfaced with an Architect's, Program Manager's and inspection firm's quality assurance programs.

*Response required

10.2. *Industry "Best Practices"**

Provide a brief narrative describing your firm's past history in implementing the following industry "best practices":

- Building Information Modeling (BIM) and virtual reality visualization
- Total quality management for each project phase, including close-out and commissioning.
- Working in a collaborative, team environment on a daily basis with an Owner, Architect and Program Management firm.
- Design Assist and incorporating key subcontractor input into construction documents.
- Partnering and Project Charter.
- Past use of Construction Industry Institute's (CII) Project Definitions Rating Index (PDRI) during the planning and programming phases of a project.

*Response required

10.3. *Subcontractor Plan**

Provide a brief subcontractor plan that outlines the selection process, roles and responsibilities, coordination procedures, and how subcontractors will be managed throughout the project.

*Response required

10.4. *Commissioning Plan**

Provide a brief commissioning plan that outlines the steps and procedures for ensuring that all systems, equipment, and processes are fully functional and meet the project's requirements. Include testing,

inspection, and verification protocols, as well as the timeline for commissioning activities and the team responsible for each phase.

*Response required

11. Risk Assessment

11.1. *Risk Assessment Plan**

1. Provide a concise risk assessment plan that identifies and addresses potential risks that could impact the successful completion of this project, based on the expectations outlined in the RFP. The plan should clearly list and prioritize key risks that are specific and relevant to this project. For each risk, explain the strategies or actions that will be taken to avoid or minimize its occurrence.
 - i. The risk assessment plan must be divided into two sections:
 - a. Controllable Risks: Risks that can be managed or mitigated through proactive measures.
 - b. Non-Controllable Risks: Risks that are beyond the project team's control but will be addressed or managed to the extent possible.
2. The plan should be brief and to the point, not exceeding two pages (single-sided), with one page dedicated to controllable risks and one page to non-controllable risks. The evaluation criteria will focus on the respondent's ability to identify, understand, and effectively minimize risks to both the County and the overall success of the project.

*Response required

11.2. *Risk Mitigation Plan**

Provide a brief risk mitigation plan for unforeseen risks, including the owner's financial risk. This plan should outline the strategies and actions to identify, assess, and address potential risks that may arise unexpectedly during the project. Include contingency plans, response procedures, and measures to protect the owner's financial interests. Additionally, detail how risks will be monitored and managed throughout the project lifecycle to minimize financial impact.

*Response required

11.3. *Value Assessment Plan**

1. Outline any potential value-added options, which may include suggestions for alternative implementation timelines, project scope, costs, goals, deliverables, methodologies, or other relevant aspects. The purpose of the value assessment plan is to give respondents an opportunity to propose value-added options or ideas that could benefit the County, the project, or the service.
2. The value assessment plan should be clear and concise, not exceeding one page (single-sided). The evaluation criteria will focus on the respondent's ability to identify and propose value-added options or ideas that could provide benefits to the County.

*Response required

12. Warranty Management

12.1. *Owner Warranty Requests**

Provide a brief narrative describing your firm's processes for tracking and responding to warranty requests from the Owner during the warranty period specified by the contract.

*Response required

12.2. *Warranty References**

Provide references for three (3) separate government Court facilities constructed by your firm that have been occupied and in operation for more than three (3) years. Reference contacts for each should be the individual responsible for the operation and maintenance of facility at a department head level. Provide project name and location, contact name, title, organization, phone number and e-mail address.

*Response required

13. Safety

13.1. *Safety Program**

Briefly describe your firm's approach to anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's Safety program. Describe the Safety and Insurance/Claim History information that the firm includes in the submission and award process for "best value" Subcontracts.

*Response required

13.2. *Safety Record**

Identify your firm's Experience Modification Rate (EMR) and annual OSHA Recordable Incident Rates (RIR) for the three (3) most recent annual insurance- year ratings.

*Response required

14. VENDOR RESPONSES

14.1. *Notice**

Collin County exclusively uses OpenGov eProcurement Portal for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means.

☐ Please confirm

*Response required

14.2. Contact Information*

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized. List authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and/or offers in response to this solicitation.

*Response required

14.3. Exceptions*

Do you take exception to the specifications?

☐ Yes

☐ No

*Response required

When equals "Yes"

14.3.1. Please state your exceptions*

*Response required

14.4. Insurance Acknowledgement*

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. A certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

☐ Please confirm

*Response required

14.5. Subcontractors*

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

*Response required

14.6. Debarment Certifications*

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

☐ Please confirm

*Response required

14.7. *Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

☐ Please confirm

*Response required

14.8. *Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

☐ Please confirm

*Response required

14.9. *Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

☐ Please confirm

*Response required

14.10. *Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the

contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

☐ Please confirm

*Response required

14.11. Notification Survey*

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165. How did you receive notice of this request?

*Response required

14.12. Critical Infrastructure Affirmation*

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

☐ Please confirm

*Response required

14.13. Energy Company Boycotts*

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

*Response required

14.14. Firearm Entities and Trade Associations Discrimination*

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that:

1. It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

☐ Please confirm

*Response required

14.15. W-9*

Please upload your W-9 Form

*Response required

14.16. Information Regarding Conflict of Interest*

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the

84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS: <https://www.ethics.state.tx.us/forms/conflict/>

The vendor acknowledges by doing business or seeking to do business with Collin County that they have been notified of the requirements under Chapter 176 of the Texas Local Government Code and that they are solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers: <https://www.collincountytexas.gov/Contact/county-officials>

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and/or contracting for the attached procurement:

Department:

Administrative Services:

Yoon Kim - County Administrator

Kerry Lindsey - Director of Strategic Initiatives

Construction & Projects:

Sandeep Kathuria - Director of Building Projects

Brad Harris - Building Projects Coordinator

Facilities:

Rick Monk - Director of Facilities

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent

Marci Chrismon, CPPB – Assistant Purchasing Agent

Hunter Alley, CPPB - Senior Buyer

Commissioners Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

Advisors:

Architect:

PGAL, Inc.

14135 Midway Road, Suite G-200

Addison, TX 75001

*Response required

Complete the CIQ attachment and upload.

*Response required

14.17. *Conflict of Interest Confirmation**

I have read the conflict of interest information above and will file the CIQ form if a conflict exists.

☐ Please confirm

*Response required

14.18. *Offeror Acknowledgment**

Offeror acknowledges that they understand the specifications, any and all addenda, agrees to the terms and conditions, and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety and is familiar with local conditions under which work is to be performed and will

be responsible for any and all errors in the statement submitted resulting from Offeror's failure to do so. If statement is accepted, offeror further certifies and agrees to furnish any and all services upon conditions in the specifications of the Statement of Qualifications.

☐ Please confirm

*Response required

14.19. Confirmation of Submittal - Please Initial*

This execution of offer must be completed (initialed) and returned (if submitting manually) with the respondent's qualifications. Failure to complete this execution of offer with the qualifications may result in rejection of the qualifications. Submitting a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

REPRESENTATIONS By confirming below, Respondent represents and warrants that:

1. the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
2. it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner's option, and the Respondent may be removed from all future proposal lists at this County;
3. the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
4. no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of Collin County, Texas
5. no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
6. Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
7. to the best of its knowledge, no member Collin County Commissioners Court or Elected official has a financial interest, directly or indirectly, in the Project; and
8. each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering will be selected based on demonstrated competence and qualifications only.

Maximum response length: 5 characters

Request For Qualification #2025-145-A

Title: Construction Manager at Risk (CMAR) Services for the Collin County Courthouse Expansion [STEP 1]

***Response required**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

**Request for Taxpayer
Identification Number and Certification**

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

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

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

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

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

What Is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

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

Line 2

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

Line 3a

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

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

Line 3b

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

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

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

Line 4 Exemptions

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

Exempt payee code.

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

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

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

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

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

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

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust.

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

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

J—A bank as defined in section 581.

K—A broker.

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

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

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

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

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

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

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

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

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

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

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

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

Protect yourself from suspicious emails or phishing schemes.

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

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

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

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

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