

**ELECTRICAL SERVICES FOR WILLIAMSON COUNTY
BID NUMBER: 13IFB00102**

BID SUBMITTAL CHECKLIST

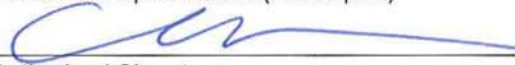
**PLEASE READ, COMPLETE AND RETURN THIS
"BID SUBMITTAL CHECKLIST" WITH YOUR BID.**

The Bidder's attention is especially called to the items listed below (return pages marked with red border), which should be submitted in full as part of Bidder's Bid.

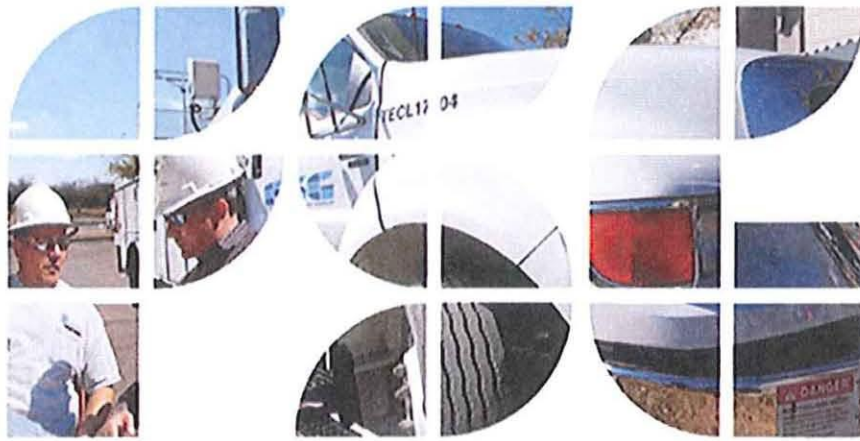
Failure to submit any of the documents listed below as a part of your Bid, or failure to acknowledge any addendum in writing with your Bid, or submitting a Bid on any condition, limitation, or provision not officially invited in this IFB may serve, at Williamson County's sole discretion, as cause for rejection of the Bid. The County reserves the right to request that any Bidder clarify its Bid or to supply any additional material deemed necessary to assist in the evaluation of the Bid.

Bidder should check each box below indicating compliance.

- ☒ Transmittal Letter
- ☒ Price Sheets forms (Appendix A)
- ☒ References: Identification of three (3) entities for which the Bidder is providing or has provided product/services of the type requested, including the name, position, and telephone number of a contact person at each entity (Appendix B)
- ☒ Conflict of Interest Questionnaire (Appendix C)
- ☒ Bid Affidavit (Appendix D)
- ☒ Signature Page (Appendix E)
- ☒ Copy of Certificates of Required Insurance
- ☒ Copy of Required License(s)
- ☐ If Bidder is operating under an assumed business name, a file marked copy of the Assumed Name Certificate that has been filed with the Williamson County Clerk.
- ☒ One (1) original, two (2) paper copies and one (1) CD copy of the Bid should be mailed to or delivered on or before the Bid submittal deadline, to the Williamson County Purchasing Department, 301 SE Inner Loop, Suite 106, Georgetown, TX 78626.

<u>FACILITY SOLUTIONS GROUP/FSG</u> Company <u>8203 N LAMAR AUSTIN, TX</u> Address <u>CHIP SECK</u> Authorized Representative (Please print)  Authorized Signature	<u>512-837-0022</u> Telephone Number <u>512-837-5286</u> Fax Number <u>SERVICE MANAGER</u> Title <u>10/12/2012</u> Date
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BIDDER MUST RETURN THIS PAGE WITH ITS BID



lighting > electrical > energy > technology > signs



Leading the Way
Leading the Way

FACILITY SOLUTIONS *group*

October 16, 2012

Williamson County
Bid Number 13IFB00102

We appreciate your interest in Facility Solutions Group (FSG).

FSG states that this bid is valid for 90 days from the date of this letter.

Facility Solutions Group is a family of companies that has become one of the nation's largest providers of lighting and electrical products, electrical services, electrical construction, and energy management solutions.

We work in new construction to remodels to on going operations, identifying your smartest choices in lighting design, electrical products, installation, maintenance, safety and efficiency.

With a 27 year successful history, FSG still continues to expand its national presence, employs over 1,900 dedicated employees, and conducts business in all 50 states, Canada, and Puerto Rico.

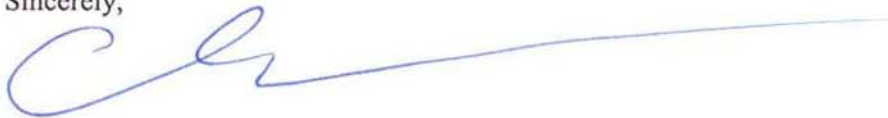
Summed up FSG is - *Central Intelligence for Lighting and Electrical...*

Our primary goal is to establish long-term relationships with our customers, where we can work together to ensure success in meeting the customer's established goals.

In the following pages, we provide some additional details about our business plan and our market strengths. We especially want to emphasize two key points:

- Our people will continue to be our most important asset. We have some of the most experienced, energetic, and dedicated people in our industry.
- We always measure our success by your success.
- Online account monitoring is available and will allow in-depth access to site history, work order status, and billing.

Sincerely,



Chip Seck
Service Manager

FACILITY SOLUTIONS *group*

Our Business

Facility Solutions Group (FSG) is one of the nation's largest providers of lighting and electrical products, electrical services, and energy management solutions. We were established in 1982, and are headquartered in Austin, Texas. Currently, we have fourteen branch offices, employ over 1,900 dedicated employees, and conduct business in all 50 states, Canada, and Puerto Rico.

With combined revenues of over \$325 million, FSG is in the top 2% of our industry. "Electrical Wholesaling," a leading industry trade journal, has ranked FSG Lighting in the Top 250 Distributors nationwide for the last 8 years.

Our major suppliers include GE Lighting, OSRAM/Sylvania, Advance Transformer, Cooper Lighting, Lithonia Lighting, and a host of others who seek us out due to our demonstrated capabilities to deliver new products to the market.

We have a direct sales force of more than 90 outside sales people, fortified by a very capable support staff, which includes inside sales experts, estimators, engineers, lighting design specialists and project managers. In addition, we have a select highly trained and specialized sales force to approach and secure new regional and national clients.

Our national account call center for FSG is located in Dallas, Texas. Our FSG staff currently manages a network of over 1400 service alliance partners nationwide, which allows us to provide a Single Source Solution to our national multi-location customers "anywhere – anytime."

We invest our time and money into educating and certifying our entire organization. We have 24 Lighting Certified (LC) staff members, 3 LEED AP, 2 Certified Lighting Efficiency Professionals (CLEP), 9 Master Electricians, 4 SBCCI Masters, 4 Block and Associate Master 4 Sign Masters, and a host of qualified Journeyman and Apprentice Electricians all dedicated to high-quality service.

We continue to invest heavily in our facilities to demonstrate our products, services, and ideas. Our showrooms have become the place where the commercial and retail public shops for lighting. We hold numerous seminars for our customers and the architectural design community to educate and promote the latest lighting and electrical trends. Our training and continued education is a commitment that supports our goal of offering the best solutions to our customer's individual needs.

Our business strategy is to expand our position as a leading national provider of products and services in order to provide a "SINGLE SOURCE SOLUTION" to our target markets.

Our Market Strengths

We believe several factors give us a competitive advantage in our industry:

- **Our Alliance** – We provide wholesale distribution, lighting design support, electrical service, signage service and installation, electrical construction, and energy management services, which offers a **Single Source Solution** for our customers – all under one umbrella.

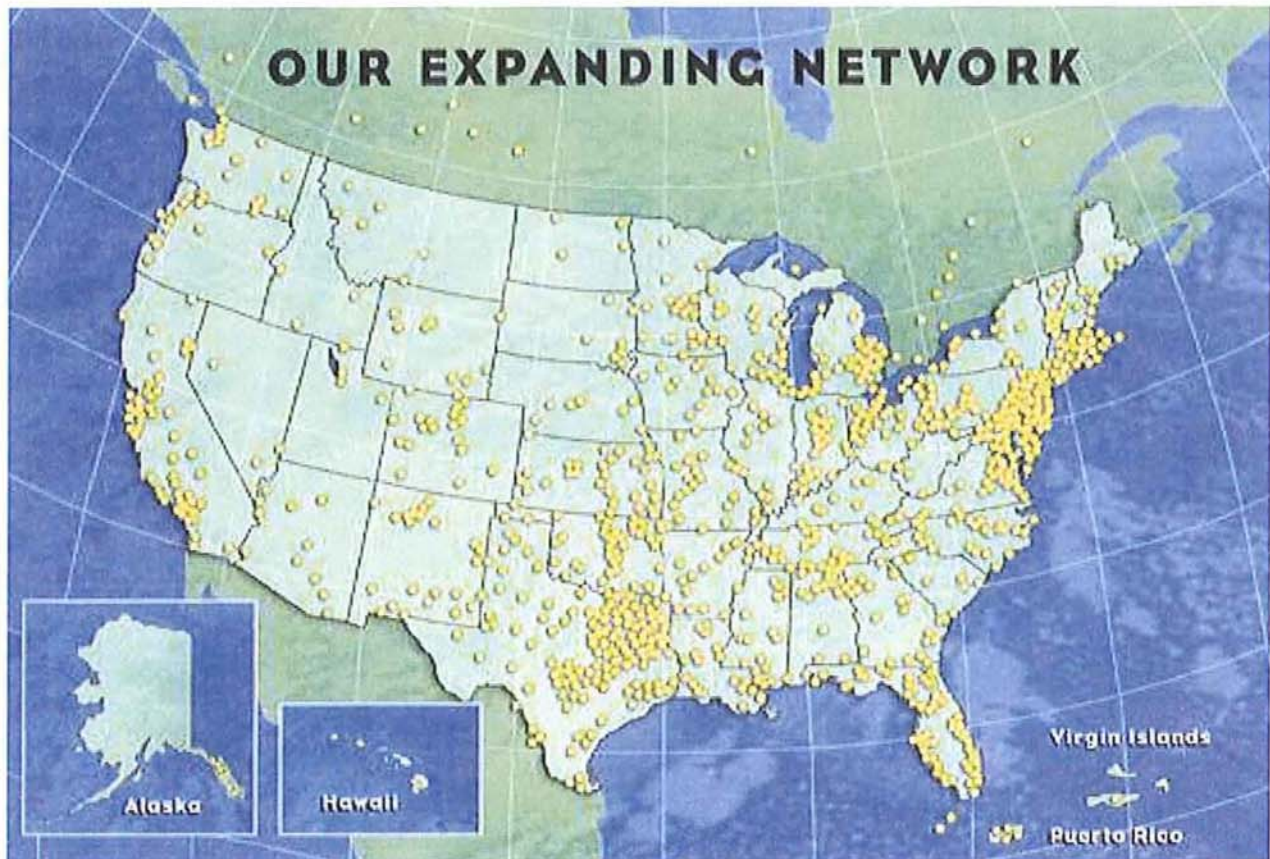
The synergy created by **Facility Solutions Group** allows us to obtain cost leadership in purchasing and other economies of scale. It also provides the ability to compete for larger jobs that require technical expertise, personnel availability, and bonding capacity.

- **Diverse Businesses** – A variety of offerings provides greater stability in sales growth and revenue.
- **Our National Call Center (FSG)** – Our national call center enables us to effectively service large multi-site customers nationally, including retailers, property management companies, commercial businesses, and design build contractors. Our centralized management provides a single entry point, so that our multi-site customers can benefit from our “single source solution.”
- **Strong Customer Relationships** – This valuable asset provides repeat business and the opportunity for cross-selling our services and products.
- **Substantial Number of Skilled Employees** – Our high-quality work force enables us to deliver superior service with greater reliability than other companies we compete with.
- **Vendor Relationships** – Because of our track record and size we maintain the ongoing support of the leading manufacturers in our industry. This backing allows us access to the best technology, and support to better serve our customers.
- **Technological Leadership** – From day one we have stayed on the leading edge of technology. This provides our customers instant access to information, which is critical to the management process. Visit our Web Site, **FSGconnect.com**, which offers on-line order entry and management services.
- **Lighting Solution Centers** – Our innovative design centers offer the latest in technology.

FACILITY SOLUTIONS *group*

Our National Strengths

- **Our service area reaches all 50 states, Canada, and Puerto Rico** – Because of our dedication to serve all of our multi-site customers, “anywhere – anytime,” we continue to expand our capabilities nationally. This expansion comes not only through the process of self-performance by our FSG Electric branches, but also through a developing “Service Partner” network.



FACILITY SOLUTIONSgroup

Company Overview

CORPORATE

Facility Solutions Group, Inc.

4401 Westgate Blvd., Suite 310
Austin, TX 78745

(512) 440-7985 • Phone
(512) 440-0399 • Fax

CORPORATE CONTACT INFO:

William Graham, CEO
Steve Byrne, Vice President
Jeff Berthelsen, CFO

AUSTIN BRANCH – (DIVISION 20)

Facility Solutions Group, Inc.

8203-A N. Lamar Blvd.
Austin, TX 78753

(512) 837-0022 • Phone
(512) 837-5286 • Fax

AUSTIN BRANCH CONTACT INFO:

Sam Smith, Branch Manager
Chip Seck, Service Manager
Mike Gilbert, Sales Representative

COMPANY PROFILE & FACTS

Type of Company.....
Date of Incorporation.....
State of Incorporation.....
Contractor License Number
 Issuing State
 Class.....
 Expiration.....
Union Signature Status.....
Regions of Operation

Company NAICS Code
Company SIC Code.....
D&B.....

Corporation
1986
Texas
25626
Texas
Electrical Contractor
August 14, 2009
Non-signatory
Arizona, California, Colorado, Kansas, Illinois,
Indiana, New Jersey, New Mexico, Texas
238210
1731
06-237-6637

COMPANY FINANCIAL INFORMATION

Year Company Founded.....
Fiscal Year End Date.....
Federal Tax ID #.....
Any previous Company names?
Has your firm ever filed Bankruptcy?
Current Year Revenues (First Quarter – 2009).....
Current Backlog.....
Line of Credit Limit.....
Company Contact Person Name.....
Company Contact Person Title.....
Company Contact Person Phone.....
Company Contact Person Fax.....
Company Contact Person Email.....
Bank Name
Bank Contact Name
Bank Contact Phone.....

Corporation
1986
December 31
74-294-2838
Design Electric
No
\$73 Million
\$94 Million
\$35 Million

Chief Financial Officer (CFO)
(512) 440-7985 • Phone
(512) 440-0399
jeffb@fsgi.com
Wachovia Capital Finance
Mark M. Galovic
(214) 712-3532

FACILITY SOLUTIONS *group*

COMPANY INSURANCE & SURETY BONDING

Insurance Carrier	Amerisure Companies
Insurance Broker Name	Peter Mulcahy
Insurance GL Policy Expiration	October 31, 2009
Insurance GL Limits per occurrence	\$1 Million
Insurance Workers' Compensation	\$1 Million
Insurance Professional Liability	\$1 Million
Insurance Umbrella Policy Limits	\$5 Million
Surety - Company Name	Westfield Insurance
Surety - Broker Agent Name	The Ward Agency
Surety - Broker Agent Phone	(972) 231-8277
Surety - Bonding Capacity (Single Project)	\$15 Million
Surety - Bonding Capacity (Aggregate)	\$95 Million
Surety - Current Under Bond as of Today	\$47 Million
Surety - Bond Rate (\$0-\$100k)	2.50%
Surety - Bond Rate (\$100k - \$400k)	1.50%
Surety - Bond Rate (\$400k - \$2M)	1.00%
Surety - Bond Rate (\$2M - \$2.5M)	0.75%
Surety - Bond Rate (\$2.5M - \$7.5M)	0.65%
Surety - Date of Last Bond issued	April 2, 2009
Surety - Amount of Last Bond issued	\$2.6 Million
Surety - Type of Last Bond issued	Performance & Payment Bond

COMPANY SAFETY INFORMATION

SAFETY OFFICERS

Full-Time Safety Representative Name	
Full-Time Safety Representative Certifications	

CORPORATE

- Jamie Villarreal
- Licensed Journeyman Electrician – State of Texas
- Licensed OSHA Outreach Trainer – C0026249
- 1926 CSHO Certification
- First Aid/CPR Certified
- OSHA 500

AUSTIN BRANCH

- Trey Eastwood
- Licensed Journeyman Electrician – State of Texas
- Licensed OSHA Outreach Trainer – C0026249
- 1926 CSHO Certification
- First Aid/CPR Certified
- OSHA 500

OSHA 300 INFORMATION

	2009	2008	2007	2006
OSHA Citations	0	0	2	0
Experience Modifier Rate98	.581	.64	.98
# of Recordable Cases	37	52	35	33
# of Lost Day Cases	3	49	24	27
# of Fatalities	0	0	2	0
Average length of field employment personnel	7.24	7.13	7.46	8.39
Total Hours Worked by All Employees	2,365,558	2,949,199	2,320,350	2,094,872

SAFETY PROGRAM INFORMATION

	SUPERVISORS	EMPLOYEES	NEW HIRES	SUBCONTRACTOR
Do you hold site safety meetings?	Weekly	Daily	Upon Hire	Per Contract
Do you conduct project site safety inspections?	Weekly	Daily	N/A	Per Contract
Do you conduct project site safety housekeeping inspections?	Weekly	Daily	N/A	Per Contract
Does your company have a new employee orientation?	Yes	Yes	Upon Hire	Per Contract
Does your company have a substance abuse policy	Yes	Yes	Yes	Per Contract
Do you have a written field based safety program?	Yes	Yes	Yes	Per Contract

Service Commitment

FSG is available 24hrs a day and 7 days a week. We offer after-hours, holiday, and emergency response servicing at time and half rates with a minimum of 2 hours. All emergency service calls will be responded to within 1 – 4 hours of the initial call. On Call technicians will be paged by the answering service or one of the service staff. Answering service can be dialed at 512-837-0022 after 5:00 pm CST.

Contact info for Austin Service Department:

Chip Seck / Service Manager / chip.seck@fsgi.com / 512-837-0022 office / 512-748-6809 cell

Melissa Baethge / Service Dispatch / melissa.baethge@fsgi.com

Trey Eastwood / Safety Director / trey.eastwood@fsgi.com

Frank Tapia / Service Project Manager / frank.tapia@fsgi.com

APPENDIX A PRICE SHEET

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

The undersigned Bidder, having become familiar with this IFB agrees to furnish the goods and/or services in accordance with this IFB.

Bidder must Bid an hourly rate for regular working hours (7:00 am - 5:00 pm Monday through Friday excluding County recognized holidays); after hours (5:00 pm - 10:00 pm Monday through Friday); and weekends and holidays. Hourly rates will be Bid for performance of work in the following categories:

- a. An experienced, licensed master electrician, qualified to perform all types of electrical service:

HOURS	HOURLY RATE
Regular Hours	64 ⁰⁰
After Hours	96 ⁰⁰
Weekends	96 ⁰⁰
Holidays	96 ⁰⁰

- b. An experienced, licensed journeyman electrician, qualified to perform all types of electrical service:

HOURS	HOURLY RATE
Regular Hours	54 ⁰⁰
After Hours	81 ⁰⁰
Weekends	81 ⁰⁰
Holidays	81 ⁰⁰

- c. An electrician's helper:

HOURS	HOURLY RATE
Regular Hours	30 ⁰⁰
After Hours	45 ⁰⁰
Weekends	45 ⁰⁰
Holidays	45 ⁰⁰

Prices for parts will be discount-from-list price:

The discount percentage (%) will be 35.

The price list must be submitted with Bid. Updated lists will be submitted to the Contract Administrator during contract term for review.

Award of this Contract will be based on the lowest hourly rates and the discount-from-list percentage, as well as other requirements set forth in this IFB.

Cooperative Purchasing Program

Check one of the following options below. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

☒ I will offer the quoted prices to all authorized entities during the term of the County's contract.

☐ I will not offer the quoted prices to all authorized entities.

If no box is checked Bidder agrees to offer the quoted prices to all authorized entities.

The undersigned hereby certifies that he or she has read the terms of this IFB and understands that Williamson County reserves the right to waive any informality in or to reject any or all Bids.

Bidder
Name:

FACILITY SOLUTIONS GROUP / FSG

Address:

8203 N LAMAR AUSTIN TX 78753

Telephone:

512 837 0022

Fax:

512 837 5286

Contact Name (please print):

CHIP SELK

Authorized Signature:



Title or Representative Capacity of Signer:

SERVICE MANAGER

State of Incorporation/Organization or Primary Place of Business:

TEXAS

APPENDIX B BIDDER REFERENCES

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Please list at least three (3) companies or governmental agencies where the same or similar goods and/or services as contained in this IFB package that were recently provided by Bidder.

REFERENCE ONE

Government/Company Name: EANES ISD
Address: 601 CAMP CRAFT ROAD
Contact Person and Title: LES REDDING
Phone: 512-732-9045 Fax: 512-732-9048
Contract Period: ONGOING Scope of Work: LIGHTING INSALL, ELECTRICAL

REFERENCE TWO

Government/Company Name: PFLUGERVILLE ISD
Address: 2021 CRYSTAL BOND DRIVE
Contact Person and Title: STEVEN WADZON
Phone: 512-594-0256 Fax: 512-594-0246
Contract Period: ONGOING Scope of Work: LIGHTING RETIREN, ELECTRICAL

REFERENCE THREE

Government/Company Name: AUSTIN ENERGY
Address: 811 BAYON SPRINGS
Contact Person and Title: DENNIS LILLEY
Phone: 512-482-5319 Fax: 512-482-5455
Contract Period: 2008-PRESENT Scope of Work: LIGHTING INSALL, ELECTRICAL

APPENDIX C CONFLICT OF INTEREST QUESTIONNAIRE
THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

For Bidder or other person doing business with local government entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006 Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.0006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1. Name of person doing business with local governmental entity.</p> <p style="text-align: center; font-size: 1.5em; color: blue;">N/A</p>	
<p>2. <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 20px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Describe each affiliation or business relationship with an employee or contractor of the local government entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.</p>	
<p>4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.</p>	

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For Bidder or other person doing business with local government entity

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

- B. Is the filer of the questionnaire receive or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local government entity?

☐ Yes ☐ No

- C. Is the filer of the questionnaire affiliated with a Corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

- D. Describe each affiliation or business relationship:

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7. Bidder Name: FACILITY SOLUTIONS GROUP / FSG
- Authorized Signature: CR
- Title or Representative Capacity of Signer: SERVICE MANAGER
- Date: OCTOBER 12, 2012

BIDDER MUST RETURN THIS APPENDIX COMPLETED WITH ITS BID

APPENDIX D BID AFFIDAVIT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF TEXAS COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared Chip SECK (Name of Signer), who after being by me duly sworn, did depose and say:

"I, Chip SECK (Name of Signer) am a duly authorized officer of/agent for FSG ELECTRIC (Name of Bidder) and have been duly authorized to execute the foregoing on behalf of the said FSG ELECTRIC (Name of Bidder).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name and Address of Bidder:

FACILITY SOLUTIONS GROUP / FSG
8203 N LAMAR AUSTIN TX 78753

Fax: 512 837 5286

Telephone#: 512 837 0022

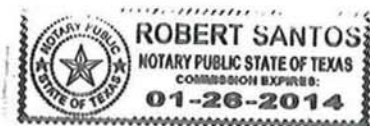
By: CS

Printed Name: CHIP SECK

Title: SERVICE MANAGER

SUBSCRIBED AND SWORN to before me by the above-named Chip Seck on this the 12 day of OCTOBER 2012.

Robert Santos
Notary Public in and for
the State of TEXAS



APPENDIX E SIGNATURE PAGE

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

This Bid shall remain in effect for ninety (90) calendar days from Bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The Bidder agrees, if this Bid is accepted, to furnish any and all items upon which prices are offered, at the price and in accordance with the Specifications, Terms and Conditions contained in the IFB, and all other items made a part of this IFB.

The undersigned affirms that he or she is duly authorized to execute this Bid and that by executing this Bid, Bidder understands, acknowledges and agrees that the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County upon Contract Award. Bidder represents to Williamson County that Bidder has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this Bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Bid or not to submit a Bid thereon.

FACILITY SOLUTIONS GROUP/FSG
Bidder (Entity Name)


Signature

8203 N LAMAR
Street & Mailing Address

CHIP SECK
Print Name

AUSTIN TX 78753
City, State & Zip

10.12.2012
Date Signed

512 837 0022
Telephone Number

512 837 5284
Fax Number

chip.seck@fsgi.com
E-mail Address



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2012

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

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

PRODUCER Peter Mulcahy Independent Insurance Group 3010 LBJ Freeway Ste. 920 Dallas TX 75234-7004	CONTACT NAME: Diana Allred		
	PHONE (A/C, No, Ext): 972-231-8277	FAX (A/C, No):	
	E-MAIL ADDRESS: dianaa@indinsgrp.com		
INSURED Facility Solutions Group, Inc. See Named Insureds below 4401 Westgate Blvd, Suite 310 Austin TX 78745-1494	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: TRAVELERS LLOYDS INS CO		41262
	INSURER B: Travelers Indemnity Company		25658
	INSURER C: Travelers Property Casualty Company		25674
	INSURER D: Underwriters At Lloyds London		15792
	INSURER E: Starr Indemnity & Liab Co		38318
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 660755584

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY	Y	Y	VTC2J-CO-131J8737	10/1/2012	10/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> Contractual Liab						
	<input checked="" type="checkbox"/> XCU						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
C	AUTOMOBILE LIABILITY	Y	Y	VTC2J-CAP-131J8749 BAP131J8750 (Phys Dmg)	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> Comp/Coll \$1						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
E	UMBRELLA LIAB	Y	Y	SISCCCL01603212	10/1/2012	10/1/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Follows Form \$
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	<input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$N/A						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	VTC2K-UB-8355N839 VTRJ-UB-0923P941 (AZ)	10/1/2012	10/1/2013	X WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Installation Floater			QT 630 0502P347	10/1/2012	10/1/2013	Blanket \$1,000,000
A	Leased/Rented			QT6300502P347	10/1/2012	10/1/2013	Blanket \$500,000
D	Professional Liab			PFGS00211	10/1/2012	10/1/2013	Occur/Aggre Limits \$2,000,000

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

Named Scheduled: FSG Electric; FSG Lighting; FSG, INC.; GB Realty Management, LLC; 801 Richfield Partnership, LLC; Sign Tech International; Design Electric, Inc.; Graham Byrne, Ltd

The general liability and auto policies includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Williamson County 301 SE Inner Loop Suite 106 Georgetown TX 78626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Peter Mulcahy		NAMED INSURED Facility Solutions Group, Inc. See Named Insureds below 4401 Westgate Blvd, Suite 310 Austin TX 78745-1494	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The general liability policy contains a special endorsement with "primary and noncontributory" wording. The general liability, auto liability & worker's compensation policies include a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the named insured and the certificate holder requires it. The general liability, auto liability & worker's compensation policies include a blanket notice of cancellation to certificate holders endorsement providing for 30 days advance notice if the policy is canceled by company other than for nonpayment of premium, 10 days notice after the policy canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured request cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part. However, the person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal injury" and as described in Paragraph a), b) or c) below, whichever applies:

- a) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- i. The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- ii. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01 and the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies.

- b) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- i. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 and the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04; or
- ii. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 and the Additional Insured – Owners, Lessees or Contractors – Completed Op-

erations endorsement CG 20 37, without an edition of such endorsements specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies.

- c) If neither Paragraph a) nor b) above applies:

- i. The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and
- ii. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field or-

COMMERCIAL GENERAL LIABILITY

ders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- ii. Supervisory, inspection, architectural or engineering activities.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following definition is added to SECTION V. — DEFINITIONS:
- "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:
- a. After the signing and execution of the contract or agreement by you; and
 - b. While that part of the contract or agreement is in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – Provisions A.-H. and J.-N. of this endorsement broaden coverage, and provision I. of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <p>A. Broadened Named Insured</p> <p>B. Extension of Coverage – Damage To Premises Rented To You</p> <ul style="list-style-type: none"> • Perils of fire, explosion, lightning, smoke, water • Limit increased to \$300,000 <p>C. Blanket Waiver of Subrogation</p> <p>D. Blanket Additional Insured – Managers or Lessors of Premises</p> <p>E. Incidental Medical Malpractice</p> <p>F. Extension of Coverage – Bodily Injury</p> <p>G. Contractual Liability – Railroads</p> | <p>H. Additional Insured – State or Political Subdivisions</p> <p>I. Other Insurance Condition</p> <p>J. Increased Supplementary Payments</p> <ul style="list-style-type: none"> • Cost of bail bonds increased to \$2,500 • Loss of earnings increased to \$500 per day <p>K. Knowledge and Notice of Occurrence or Offense</p> <p>L. Unintentional Omission</p> <p>M. Personal Injury – Assumed by Contract</p> <p>N. Blanket Additional Insured –Lessor of Leased Equipment</p> |
|---|--|

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Declarations is as follows:

The person or organization named in Item 1. of the Declarations and any organization, other than a partnership, joint venture or limited liability company, of which you maintain ownership or in which you maintain the majority interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer maintain ownership of, or the majority interest in, such organization.

2. WHO IS AN INSURED (Section II) Item 4.a. is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

3. This Provision A. does not apply to any person or organization for which coverage is excluded by endorsement.

B. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to this coverage as described in Section III Limits Of Insurance.

COMMERCIAL GENERAL LIABILITY

2. This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:
 - a. Rupture, bursting, or operation of pressure relief devices;
 - b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
 - c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph 6. of LIMITS OF INSURANCE (Section III) is deleted and replaced by the following:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under COVERAGE A. for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
 - b. The amount shown on the Declarations for Damage To Premises Rented To You Limit.
4. Paragraph a. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water, is not an "insured contract";

5. This Provision B. does not apply if coverage for Damage To Premises Rented To You of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is excluded by endorsement.

C. BLANKET WAIVER OF SUBROGATION

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

D. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you, subject to the following provisions:

1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
2. The insurance afforded to the additional insured does not apply to:
 - a. Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after you cease to be a tenant in that premises;
 - b. Any premises for which coverage is excluded by endorsement; or
 - c. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
3. The insurance afforded to the additional insured is excess over any valid and collectible

"other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

E. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to paragraph 1. Insuring Agreement of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

"Bodily injury" arising out of the rendering of, or failure to render, the following will be deemed to be caused by an "occurrence":

- a. Medical, surgical, dental, laboratory, x-ray or nursing service, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services." As used in this Provision E., "Good Samaritan services" are those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.

2. Paragraph 2.a.(1)(d) of WHO IS AN INSURED (Section II) does not apply to any registered nurse, licensed practical nurse, emergency medical technician or paramedic employed by you, but only while performing the services described in paragraph 1. above and while acting within the scope of their employment by you. Any "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.

3. The following exclusion is added to paragraph 2. Exclusions of COVERAGE A. – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

(This insurance does not apply to:) "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.

4. For the purposes of determining the applicable limits of insurance, any act or omission

together with all related acts or omissions in the furnishing of the services described in paragraph 1. above to any one person will be deemed one "occurrence".

5. This Provision E. does not apply if you are in the business or occupation of providing any of the services described in paragraph 1. above.
6. The insurance provided by this Provision E. shall be excess over any valid and collectible "other insurance" available to the insured, whether primary, excess, contingent or on any other basis, except for insurance that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

F. EXTENSION OF COVERAGE – BODILY INJURY

The definition of "bodily injury" (DEFINITIONS – Section V) is deleted and replaced by the following:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

G. CONTRACTUAL LIABILITY – RAILROADS

1. Paragraph c. of the definition of "insured contract" (DEFINITIONS – Section V) is deleted and replaced by the following:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" (DEFINITIONS – Section V) is deleted.

H. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS

WHO IS AN INSURED (Section II) is amended to include as an insured any state or political subdivision, subject to the following provisions:

1. This insurance applies only when required to be provided by you by an ordinance, law or building code and only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
 - a. "Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or political subdivision; or

COMMERCIAL GENERAL LIABILITY

- b. "Bodily injury" or "property damage" included in the "products-completed operations hazard".

I. OTHER INSURANCE CONDITION

- A. COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional

insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method Of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

- B. The following definition is added to DEFINITIONS (Section V):

"Other insurance":

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
 - (2) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit section of Paragraph 5 of LIMITS OF INSURANCE (Section III) or the Non cumulation of Personal and Advertising Injury limit sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
 - (3) Any risk retention group;
 - (4) Any self-insurance method or program, other than any funded by you and over which this Coverage Part applies; or
 - (5) Any similar risk transfer or risk management method.
- b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.

J. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) are amended as follows:

1. In paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to \$2500.
2. In paragraph 1.d., the amount we will pay for loss of earnings is increased to \$500 a day.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

1. The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 2. (Duties In The Event of Occurrence, Offense, Claim or Suit):

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

2. Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.
3. This Provision K. does not apply as respects the specific number of days within which you are required to notify us in writing of the abrupt commencement of a discharge, release or escape of "pollutants" that causes "bodily injury" or "property damage" which may otherwise be covered under this policy.

L. UNINTENTIONAL OMISSION

The following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), paragraph 6. (Representations):

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. However, this Provision L. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable state insurance laws, codes or regulations.

M. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following is added to Exclusion e. (1) of Paragraph 2., Exclusions of Coverage B. Personal Injury, Advertising Injury, and Web Site Injury Liability of the Web XTEND Liability endorsement:

Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal injury" provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been as-

COMMERCIAL GENERAL LIABILITY

sumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- 2. Paragraph 2.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:
 - d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- 3. The third sentence of Paragraph 2 of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section I – Coverages) is deleted and replaced by the following:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, or the provisions of Paragraph 2.e.(1) of Section I – Coverage B – Personal Injury, Advertising Injury And Web Site Injury Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage", or damages for "personal injury", and will not reduce the limits of insurance.
- 4. This provision M. does not apply if coverage for "personal injury" liability is excluded by endorsement.

N. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (referred to below as "additional insured") with whom you have agreed in a written contract, executed before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed, to name as an additional insured, but only with respect to their liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such additional insured, subject to the following provisions:

- 1. Limits of Insurance. The limits of insurance afforded to the additional insured shall be the limits which you agreed to provide in the written contract, or the limits shown on the Declarations, whichever are less.
- 2. The insurance afforded to the additional insured does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense which is committed, after the equipment lease expires.
- 3. The insurance afforded to the additional insured is excess over any valid and collectible "other insurance" available to such additional insured, unless you have agreed in the written contract that this insurance must be primary to, or non-contributory with, such "other insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESSOWNERS POLICY
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART – CONTRACTORS
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME COVERAGE PART
DELUXE PROPERTY COVERAGE FORM
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 60

PROVISIONS:

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

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

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., Deductible, of SECTION III – PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION/NONRENEWAL
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of days Notice: 60

PROVISIONS:

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

- a. Adjust the loss or damage with you; and

- b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00)-01

POLICY NUMBER: (VTC2KUB-8355N83-9-11)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH
THIS WAIVER

ST ASSIGN:



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 10 (A)

POLICY NUMBER: (VTC2KUB-8355N83-9-11)

AMENDED CANCELLATION CONDITION ENDORSEMENT

We agree that Part Six, D. Cancellation, item 2 of the policy, is amended as follows:

We may cancel or nonrenew this policy by mailing or delivering to you at the address shown on the Information Page written notice stating when A) not less than ten days thereafter in the case of Non-Payment of Premium, B) not less than ten days thereafter in case any bankruptcy or debtor relief proceeding is brought by or against you under Title 11 of the United States Code, and C) not less than the number of days thereafter stated in the Schedule, in all other cases, such cancellations shall be effective.

SCHEDULE

NUMBER OF DAYS

60

ST ASSIGN:

**Texas Department of Licensing and Regulation**
Result Listing

Name and Location	Other Information
FACILITY SOLUTIONS GROUP 4401 WESTGATE BLVD STE 310 AUSTIN TX 78745 County: TRAVIS	Electrical Contractor License #: 17904 Expiration Date: 07/29/2013 Type: EC Phone: (214) 882-2711
No DBA found	Master: MITCHELL, MARK A License#: 3156 Expires on: 3/18/2013

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Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Facility Solutions Group, Inc.

Business name, if different from above

Facility Solutions Group

Check appropriate box: ☐ Individual/
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☒ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

4401 Westgate Boulevard, Suite 310

City, state, and ZIP code

Austin, TX 78745

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | + | | | |

or

Employer identification number

7 | 4 | 2 | 9 | 4 | 2 | 8 | 3 | 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

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

Sign
Here

Signature of
U.S. person ▶



Date ▶ 04/01/2012

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

- The U.S. owner of a disregarded entity and not the entity,