



**UNITED INDEPENDENT SCHOOL DISTRICT**  
**PURCHASING DEPARTMENT**  
**PROPOSAL INVITATION**

**UNITED INDEPENDENT SCHOOL DISTRICT (“DISTRICT”) INVITES YOUR FIRM TO SUBMIT PROPOSALS FOR:**

**“Graduation Supplies”**

**RFP NUMBER:** 001-2015

**RFP MUST BE DELIVERED BY:** Wednesday, January 28, 2015 at 3:00 pm (CST)

**RFP MUST BE DELIVERED TO:** UNITED INDEPENDENT SCHOOL DISTRICT  
SERVICE CENTER – PURCHASING DEPARTMENT  
3501 E. SAUNDERS  
LAREDO, TEXAS 78041

**ADDITIONAL REQUIREMENTS**

Proposals shall be submitted one (1) original two (2) copies

**ALL OR NONE PROPOSALS**

This may or may not be an all or none proposal

**F.O.B. DESTINATION**

Bids/proposals must be submitted on a F.O.B. Destination Freight prepaid basis. All additional cost must be quoted. Unit cost must include the cost of profit, freight, packaging, insurance overhead, etc. No additional changes will be accepted. Possessions of goods will not pass to the **DISTRICT** until received at the **DISTRICT’S** receiving dock.

**QUALIFICATION OF PROPOSER**

The **DISTRICT** may make such investigations as deemed necessary to determine the qualifications and / or ability of the bidder to perform in accordance with the bid terms and conditions specified herein. The bidder shall furnish to the **DISTRICT** all such information as the **DISTRICT** may request. The **DISTRICT** reserves the right to reject any bid if the bidder fails to satisfy the **DISTRICT** that such bidder is properly qualified to carry out the obligations of the contract.

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

## INSURANCE REQUIREMENTS

(Unless otherwise directed by **DISTRICT**, the following insurance provisions will apply)

Vendor shall furnish a certificate of insurance within 10 days after receipt of award notification on said proposal/proposal with United Independent School District included as an additional insured. The vendor should maintain the following type of coverage with the required minimum limits with an insurance carrier authorized to do business in the State of Texas by the State Board of Insurance. Said certificate shall include a clause obligating the Insurer to give ten days prior written notice of any material change in the insurance including cancellation. The following are the types of coverage and acceptable limits that shall be maintained:

	No Physical Contact	Physical Contact
<b>Commercial General Liability</b>		
BI & PD Each Occurrence	N/A	1,000,000
BI & PD General Aggregate	N/A	1,000,000
Products & Completed Operations	N/A	1,000,000
Personal & Adv Injury	N/A	1,000,000
Fire & Legal Liability	N/A	N/A
Medical Expenses	N/A	5,000
<b>Commercial Auto Liability</b>	No Physical Contact	Physical Contact
Bodily Injury Each Person	N/A	
Bodily Injury Each Accident	N/A	
Property Damage Each Occurrence	N/A	
Combined Single Limit	N/A	1,000,000 CSL
<b>Umbrella Liability (Excess)</b>		
Over GL, Auto & Workers' Comp	N/A	N/A
<b>* Workers' Compensation</b>	N/A	<b>*See Below</b>
	N/A	Per Statutory Provisions
Employers Liability		500,000
<b>Additional Insured Endorsement and Waiver of Subrogation</b>	N/A	Yes
<b>Insurance Company "AM Best" Rating</b>	N/A	A - or better
<b>Cancellation Notice</b>	N/A	30 Days
<b>* <u>Sole Proprietor w/no employees ---- Sole proprietors w/ No employees may be exempted from Workers' Compensation requirement provided Vendor signs UISD Hold Harmless Agreement;</u></b>		

In the event of loss of or damage beyond reasonable repair to **DISTRICT'S** property due to Contractor's (including Contractor's employees, agents or subcontractors) negligence or intentional act, Contractor will, at **DISTRICT'S** option, either: (1) promptly replace the property, or (2) promptly reimburse **DISTRICT** for the replacement costs of the property. If Contractor proposes to exercise the former option, Contractor must provide to **DISTRICT** detailed information about the replacement property and obtain **DISTRICT'S** consent before replacing the property. However, **DISTRICT** reserves the right to replace the property at any time (and seek reimbursement from Contractor) unless **DISTRICT** has consented to Contractor's replacement property.

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

**WARRANTY**

Bidder must submit warranty information and service agreement information together with the bid. Failure to provide such information may be cause for rejection of the bid.

**EXPRESS WARRANTIES**

Implies wear of merchantability and implied warranty of fitness for a particular purpose shall apply to all purchases initiated by this document. The bidder shall assume all liabilities incurred within the scope of consequential damages and incidental exposure as set forth in the uniform commercial code which result from either delivery or use of product which does not meet specifications within this document. The warranty conditions as stated herein shall apply and shall not be nullified, voided or altered in any way by the inclusion of the bidder pre-printed forms with this document.

**TERM OF CONTRACT**

This solicitation will initially be for a 12-month contract, and it may be extended twice in one (1) year increments by mutual agreement of both parties for a maximum possible total of 36 months. There shall be no upward price changes for the first year. Upward price changes (not to exceed 3%) for subsequent option years may be negotiated, however upward price changes may be cause for the DISTRICT not to exercise an extension option.

**DELIVERY DATE**

The DISTRICT must have delivery within 30 days after awarding of contract. Delivery date will be a factor to consider in determining bid award.

**IDENTICAL PROPOSALS**

In the event of tie bids, the DISTRICT, shall select by the casting of lots or coin toss.

**CONTINUATION OF SERVICES**

In the event, subsequent to the execution of a service contract with UISD, there is a change in the make up of the provider's ownership and/or the person(s) substantially performing and providing services to UISD, as determined by UISD, under the service contract is no longer a member or affiliated with the provider, UISD reserves the option to continue the service contract with the new provider ownership or with the person(s) who substantially performed and provided services to UISD, and in such case, the service contract will be modified accordingly. Other provisions herein on assignment or subcontracting remain effective to the extent they do not conflict with this Continuation of Services provision.

**ASSIGNMENT**

No right or interest or obligation in the contract shall be assigned or delegated without the written permission of the DISTRICT. Any attempted assignment or delegation by proposer shall be wholly void and totally ineffective.

**RIGHT OF AWARD**

The DISTRICT reserves the right to award as may be in its best interest. The District may accept or reject any and all options proposed. The DISTRICT may negotiate with the top proposers.

**CONTRACT**

The RFP specifications set out by the DISTRICT, the response to the RFP specifications by the awarded proposer(s), and the written award notification will result in a binding contract without further action by either party. If proposer requires that a specific contract be signed, that contract must be submitted as part of the response to the RFP. Please note that in the event that any terms in proposer's contract conflict with the RFP terms, the RFP terms will supersede, and reference to RFP will be incorporated into the language of the executed contract.

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

### **DETERMINING AWARDS**

In conformance with Texas Education Code Section 44.031, in determining to whom to award a contract, the **DISTRICT** shall consider:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of the vendor's goods or services;
4. the extent to which the goods or services meet the **DISTRICT's** need;
5. the vendor's past relationship with the **DISTRICT**;
6. the impact on the ability of the **DISTRICT** to comply with laws and rules relating to historically underutilized businesses;
7. the total long-term cost to the **DISTRICT** to acquire the vendor's goods or services;
8. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor's ultimate parent company or majority owner:
  - (A). has its principal place of business in this state; or
  - (B). employs at least 500 persons in this state; and
9. any other relevant factor specifically listed in these specifications.

### **RIGHT TO HOLD PROPOSALS**

The **DISTRICT** reserves the right to hold proposals for 90 days before awarding the contract.

### **PURCHASE OF ADDITIONAL UNITS**

The bid is guaranteed to be firm for 90 days after award so those additional units may be purchased. If additional quantities are still needed, the **DISTRICT** reserves the right to extend bid for an additional 90 days. **On catalog and price list discounts the bid/proposal is good for the contract period.**

### **RIGHT TO INCREASE OR DECREASE QUANTITIES**

The **DISTRICT** reserves the right to increase or decrease quantities subject to the availability of funds during the period the bid/proposal is guaranteed to be firm.

### **RIGHT TO EXTEND RFP**

The **DISTRICT** in accordance with the vendor may extend proposal on a monthly basis if needed.

### **AVAILABILITY OF FUNDS**

All awards are subject to approval upon availability of funds. In the event funds do not become available, the contract may be terminated with a written notice.

### **SALES TAX EXEMPTION**

The **DISTRICT** qualifies for exemption of the Texas limited sales, exercise and use tax; sales tax will not be changed on these purchases.

### **RIGHT TO REJECT PROPOSALS**

The **DISTRICT** reserves the right to accept or reject any or all proposals or any part thereof and to waive any and all minor informalities or technicalities in any part of the proposal not deemed to be in the best interest of the **DISTRICT**.

### **REBATE**

If a rebate is offered by the manufacturer of a proposal item(s) after proposal is awarded, the successful proposers will advise the **DISTRICT** and deduct the rebate from the proposal price.

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

**INSPECTION OF BID ITEM(S)**

The bid item(s) will be inspected upon arrival. All defects will be repaired or replaced at the expense of the successful proposer.

**SUBSTITUTIONS**

Substitutions from the brand(s) proposed will not be accepted unless approved in writing by the Purchasing Director. Samples of possible substitution items may be requested at that time.

**TERMINATION FOR CAUSE**

The **DISTRICT** shall have the right to cancel or default all or part of the undelivered portion of the order if the contractor breaches any of the terms hereof, including warranties, if the contractor becomes insolvent or commits acts of bankruptcy. Other factors shall include service performance.

**TERMINATION WITHOUT CAUSE**

The **DISTRICT** in accordance with this provision may terminate the performance under this order in whole or in part. Termination hereunder shall be effected by the delivery to the contractor or a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective.

**CERTIFICATION OF PAYMENT**

Payment by the **DISTRICT** will be made within 30 days after the date on which the District receives the goods under the contract or the date on which the performance of services under the contract was completed, or the date on which the District received the invoice for the goods or services, whichever is later. This procedure is in accordance with the District's policy CHF Legal "Purchasing and Acquisition – Payment Procedures".

**FELONY CONVICTION NOTIFICATION**

A person or business entity that enters into a contract with the **DISTRICT** shall notify the **DISTRICT** if the person or an owner or operator of the business entity has been convicted of a felony. Such notice shall include a general description of the conduct resulting in the conviction. Failure to provide such information may result in termination of the contract. Vendors must complete and submit the "Felony Conviction Affidavit" included with the Bid/Proposal form. Furthermore, District Policy CH Local states that "The District shall not consider for contract approval a business whose owner or operator has a criminal record that includes a conviction, deferred adjudication, plea of guilt, or no lo contendere for any felony offense".

**VENUE**

It is understood and agreed by both the successful bidder and the **DISTRICT** that venue for any litigation from this contract shall lie in Webb County, Texas.

**SUBMISSION OF RFP**

All bids/proposals, whether delivered by hand or mail, are due in sealed envelopes endorsed with **RFP 001-2015 "Graduation Supplies"** no later than **Wednesday, January 28, 2015 at 3:00 pm**, at the **DISTRICT's** Purchasing Office located in the Service Center on 3501 E. Saunders, Laredo, Texas 78041. Responses sent by overnight mail shall have Proposal number written on delivery ticket.

**FACSIMILIES / E-MAILS**

Proposals may not be faxed or e-mailed.

**OPENING OF BIDS/RFP**

Bids will be **publicly opened** at the Purchasing Department conference room, Service Center Building. **Request for Proposals (RFP) will only identify proposers.**

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

### **PROPOSAL INTERPRETATION**

No interpretation to the meaning of the "Invitation to Bid" or other documents will be given orally. Every request will be in writing, addressed to the Purchasing Director, and must be received at least five days prior to the date fixed for the opening of the bids. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the "Invitation to Bid", which if issued, will be mailed to all known prospective of any bidder to receive any such addenda or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract document.

### **MODIFICATIONS OR WITHDRAWALS BEFORE PROPOSAL OPENING**

Modifications or withdrawals of bids/proposals will be accepted only when the same is received on or before the fixed time scheduled for opening. Such requests must be executed in writing, or withdrawn in person by the bidder, or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid/proposal documents.

### **MODIFICATIONS OR WITHDRAWAL BY SUCCESSFUL PROPOSER**

Modifications or withdrawal of a bid by the successful bidder will be accepted only if the change is the best interest of the **DISTRICT**, not prejudicial to other bidders and executed in writing.

### **LATE PROPOSAL**

All bids delivered will be stamped with the time and date as proof they were received on or before the requested time and date. Bids received after the requested time and date will be considered late and returned unopened. If a return address is not provided, a late bid will be opened for identification and returned.

### **PROPOSAL FORM**

**All proposals must be submitted on the proposal form furnished to insure uniformity, if there is a substitute product that vendor would like to propose, in addition to the product referenced, please make a copy of the proposal form and submit it with your original bid.** Please provide response on this bid even if you do not wish to participate, failure to send back proposal form may result in deleting that company's name off our vendor list records.

### **INDEMNIFICATION**

Vendor shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereinafter "the Indemnities") against any and all liability, damage, loss, claims, demands, and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with, the performance of the contract, unless such injury, loss or damage is caused by the sole negligence of indemnities. Vendor shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims demands, and actions.

### **CONTACTING BOARD MEMBERS**

Pursuant to United I.S.D. Board Policy CHE (LOCAL): Vendors or Board Members shall not contact (oral/written) each other individually for the purpose of soliciting a purchase or contract or discussing an outstanding bid or proposal that the vendor has submitted or will submit a bid or proposal between the time a request for proposal or a bid is formally released and a recommendation is made by the administration to the Board. If a vendor or Board member violates this prohibition during this time frame, consideration of the vendor for award shall be invalidated. Board members shall be notified of possible violations and actions taken. All requests for proposal and bid invitations shall include a copy of this policy.

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

**CRIMINAL HISTORY BACK GROUND**

Senate Bill 9, passed during the 80<sup>th</sup> Legislative Session requires that all Texas public school districts receive certification from any entity with which it contracts to provide services that it has obtained a criminal history background check on all employees hired before January 1, 2008 who (1) have continuing duties related to contracted services; and (2) have direct contact with students. Therefore, all entities and individuals who contract with the District to perform services, must complete the attached UISD form “**CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION**”, which includes an information sheet related to the services to be performed and the duties related to those services that employees will be performing and the type of contact that those employees might have with students

**CONFLICT OF INTEREST (CIQ) FORM**

According to Local Government Code, Chapter 176, a person or an agent of a person who contacts or seeks contracts for the sale or purchase of property, goods, or services with United Independent School District (the District) must file a complete Conflict of Interest Questionnaire with the Purchasing Department when submitting to the District a response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the District. This Conflict of Interest Questionnaire must be completed and returned with the response to a request for proposals or bids. Failure to do so may result in disqualification of the response.

**OTHER INFORMATION**

For additional information, contact Ms. Carlos D. Garcia, Procurement Officer, at (956) 473-7921 or [purchasing@uisd.net](mailto:purchasing@uisd.net). Proposal should be mailed or delivered to:

United Independent School District  
C/O Ms. Cordelia Flores Jackson, Director of Purchasing  
3501 E. Saunders  
Laredo, TX 78041

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

**SPECIFICATIONS**  
**GRADUATION SUPPLIES**  
**RFP 001-2015**

The United Independent School District is soliciting sealed quotations from qualified vendors for GRADUATION SUPPLIES for the District's four High Schools.

Please note the following requirements:

- ❖ Delivery of all items must be by the last week of April 2015; preferably four weeks before the District's Graduations starting on June 5, 2015. Vendor will be required to coordinate the exact delivery date with the school Activity Coordinator & Senior Counselor.
- ❖ Awarded vendor(s) must provide at least 5 catalogs/price listings.
- ❖ ***Vendors bidding on gowns, stoles and cords must submit color swatch samples with their proposal.***

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_



**PROPOSAL FORM**  
**GRADUATION SUPPLIES**  
**RFP 001-2015**

The United Independent School District is soliciting competitive sealed proposals from qualified vendors for **Graduation Supplies** for the **2015-2016** school years. Contracts of one-year duration will be awarded with the option to extend for two additional years, in one-year increments. Prices provided are to remain firm for the term of each contract period. Any exceptions to this proposal must be provided on a company letterhead. Please fill out the sections below accordingly. If you do not provide a certain item on our list; please indicate so by stating "no bid". If there are different options for the items that are listed then provide a price range for those items (i.e. \$5.00 - \$15.00). For those items, you must provide catalog pictures or instructions on how to find them in the catalogs in the space that is provided. If there are price differences for different colors you must also indicate so in the space that is provided. If there are any other charges, fees, etc, that are not stated on this form, you must provide them on your company letterhead. The quantities listed below are **only ESTIMATED**; the District may purchase more or less than what is specified.

**SECTION I: PERCENTAGE DISCOUNT FOR ALL OTHER ITEMS NOT LISTED BELOW**

<b>Description</b>	<b>Percentage Discount</b>
% Off Catalog Price	
% Off List Price	

**SECTION II: GRADUATION ITEMS**

*Option I. Rental – Staff gowns only*

<b>Estimated Annual Quantities</b>	<b>Item Description</b>	<b>Unit Cost or Price Range</b>	<b>Item Number(s) &amp; Catalog Page Number(s)</b>
345	Bachelor Gowns		
345	Bachelor Hoods		
95	Master Gowns		
95	Master Hoods		
10	Doctorate Gowns		
10	Doctorate Hoods		

*Option II. Purchase – Staff & Student*

<b>Estimated Annual Quantities</b>	<b>Item Description</b>	<b>Unit Cost or Price Range</b>	<b>Item Number(s) &amp; Catalog Page Number(s)</b>
100	Cap & Gown Unit for student		
345	Bachelor Gowns		
345	Bachelor Hoods		
95	Master Gowns		
10	Doctorate Gowns		

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

Estimated Annual Quantities	Item Description	Unit Cost or Price Range	Item Number(s) & Catalog Page Number(s)
95	Master Hoods		
3000	Diplomas		
3000	Diploma Covers, Acetate & Envelopes		
2700	DAP Stoles		
4	Salutatorian Stoles		
4	Valedictorian Stoles		
1300	Double Honor Cords		
1300	Single Honor Cords		
100	Multi-Colored Single Honor Cords		
2700	DAP Seals		
4	Salutatorian Seals		
4	Valedictorian Seals		
350	Sash with Graduation Medals		
350	Graduation Seal for Magnet School		
600	Honor Society Patches		
600	Honor Society Diploma Seals		
600	Blue Hoods (Honor Society)		
300	Gold Hoods (Top 10%)		
	Set Up Fee if applicable		

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

**ALL BIDS MUST BE F.O.B. DESTINATION.**

**DELIVERY INFORMATION**

Bid item(s) will be delivered within \_\_\_\_\_ days after the purchase order is issued.

**WARRANTY INFORMATION**

Length of Warranty on parts \_\_\_\_\_

Length of Warranty on Labor \_\_\_\_\_

**COMPANY INFORMATION**

Company has been in business \_\_\_\_\_ years

Companies tax identification # \_\_\_\_\_

Number of Employees \_\_\_\_\_

**REFERENCE INFORMATION**

Please provide at least five (5) references for similar services/equipment provided. Please print information clearly. Incomplete references will not be considered and may affect your proposal status.

Contact Name:		Contact Name:	
Organization or Company:		Organization or Company:	
Phone:		Phone:	
Email:		Email:	
Description of Service Provided:		Description of Service Provided:	
Contact Name:		Contact Name:	
Organization or Company:		Organization or Company:	
Phone:		Phone:	
Email:		Email:	
Description of Service Provided:		Description of Service Provided:	
Contact Name:		Contact Name:	
Organization or Company:		Organization or Company:	
Phone:		Phone:	
Email:		Email:	
Description of Service Provided:		Description of Service Provided:	

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM (If applicable)**

Addendum no.: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum no.: \_\_\_\_\_ Date: \_\_\_\_\_

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

I have Read and agree to all terms on this page (initials): \_\_\_\_\_

**NON-COLLUSION STATEMENT & SIGNATURE**

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal. I also affirm that have not given, offered to give, do not intend to give at any time. Hereinafter any economic opportunity, future employment, gift, loan, gratuity, specified discount, trip, favor, or service to a private service in connection with this contract.

Further, I affirm that after the opening of this proposal, I (or any representative of my company) will not discuss the contents of this proposal with any person affiliated with UNITED ISD, other than the Purchasing Director of his Designee, prior to the awarding of this bid/proposal.

I understand that failure to observe this procedure will cause my proposal to be rejected.

I fully understand the terms and conditions and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification.

I fully understand the proposal specifications.

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP CODE \_\_\_\_\_

AREA CODE / TELEPHONE \_\_\_\_\_

AREA CODE / FAX \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

COMPANY WEBSITE \_\_\_\_\_

\_\_\_\_\_  
COMPANY OFFICIAL

\_\_\_\_\_  
TITLE DATE \_\_\_\_\_ SIGNATURE

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

UNITED INDEPENDENT SCHOOL DISTRICT

FELONY CONVICTION NOTIFICATION

**To Be Submitted With Bid / Proposal / Statement / Quote**

Texas Education Agency Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

District Policy CH Local states that "The District shall not consider for contract approval a business whose owner or operator has a criminal record that includes a conviction, deferred adjudication, plea of guilt, or nolo contendere for any felony offense".

**Please check off one box and sign the form in the appropriate space(s):**

*I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.*

**VENDOR'S NAME:** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED):** \_\_\_\_\_

☐

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

Signature of Company Official: \_\_\_\_\_

☐

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_

☐

C. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s):

\_\_\_\_\_  
\_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

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

I have Read and agree to all terms on this page (initials): \_\_\_\_\_

### PROPOSER'S CHECKLIST

1. Has one (1) original and two (2) copies of the proposal been submitted with your response?  
YES \_\_\_\_ NO \_\_\_\_
2. Have all specification been reviewed and deviations listed on company letterhead? (If applicable)  
YES \_\_\_\_ NO \_\_\_\_
3. Is all the pricing information filled out?  
YES \_\_\_\_ NO \_\_\_\_
4. Are the performance and payment bonds included with proposal? (If applicable)  
YES \_\_\_\_ NO \_\_\_\_ N/A \_\_\_\_
5. Are two copies of catalog/price list enclosed? (If applicable)  
YES \_\_\_\_ NO \_\_\_\_
6. Has the certificate of non-collusion been signed?  
YES \_\_\_\_ NO \_\_\_\_
7. Has the Felony Conviction Notification been filled out and signed?  
YES \_\_\_\_ NO \_\_\_\_
8. Has the Conflict of Interest Questionnaire (CIQ –Form) been filled out and signed?  
YES \_\_\_\_ NO \_\_\_\_
9. Has the W-9 form been filled out and signed?  
YES \_\_\_\_ NO \_\_\_\_
10. Has the Residency Certification form been filled out and signed?  
YES \_\_\_\_ NO \_\_\_\_
11. Has the Certification of Criminal History Record Information form been filled out and signed?  
YES \_\_\_\_ NO \_\_\_\_
12. Has the Vendor Acknowledgement form been filled out and signed?  
YES \_\_\_\_ NO \_\_\_\_
13. Is a self-addressed, stamped envelope enclosed for the bid results? (Optional)  
YES \_\_\_\_ NO \_\_\_\_
14. Have all envelopes, packages or boxes labeled with the RFP #?  
YES \_\_\_\_ NO \_\_\_\_

THIS SHEET DOES NOT HAVE TO BE RETURNED WITH THIS PROPOSAL. IT SERVES AS A CHECKLIST FOR YOU.

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

**NO RESPONSE FORM**

**UNITED INDEPENDENT SCHOOL DISTRICT**

**PLEASE COMPLETE AND RETURN IF APPLICABLE**

The United Independent School **DISTRICT** (UISD) is interested in the reasons why you did not respond to our invitation to propose. Please fill out the information requested and return this form to the UISD Purchasing Department at the address below:

United I.S.D.  
Purchasing Department  
**Graduation Supplies**  
001-2015  
3501 E. Saunders  
Laredo, Texas 78041

Reasons for No Response (please mark all those that apply to your circumstance)

- ☐ Could not meet specification requirements
- ☐ Do not supply this material or service
- ☐ Could not meet delivery requirements
- ☐ Did not have time to prepare a bid
- ☐ Cannot take additional jobs due to present workload
- ☐ Could not be price-competitive
- ☐ Other-please explain: \_\_\_\_\_
- ☐ I want to remain on the mailing list for this item or service.
- ☐ I do not want to remain on the mailing list for this item or service.
- ☐ Could not bid due to illness
- ☐ Could not set price with manufacturer
- ☐ Could not meet insurance requirements
- ☐ Could not meet bonding requirements
- ☐ Job is too big

Company Name: \_\_\_\_\_  
I have Read and agree to all terms on this page (initials): \_\_\_\_\_

# CERTIFICATION SHEET

In order for a proposal to be considered, the following information must be provided.  
**FAILURE TO COMPLETE MAY RESULT IN DISQUALIFICATION**

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

Mailing address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Email address \_\_\_\_\_

In business under present name \_\_\_\_\_ years and \_\_\_\_\_ months

**COMPLETE THE APPROPRIATE SECTION BELOW:**

## I. RESIDENT BIDDER

**"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.**

**I CERTIFY THAT MY COMPANY IS A "RESIDENT BIDDER":**

MR. MRS. MS. \_\_\_\_\_  
(Circle One) NAME (PLEASE PRINT)

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**OR**

## II. NONRESIDENT BIDDER

"Nonresident bidder" refers to a person who is not a resident.

IF YOU QUALIFY AS A "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principal place of business is located.) \_\_\_\_\_

Does your "residence state" require bidders whose principal place of business is in Texas to under bid vendors whose residence state is the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located.

YES \_\_\_\_\_ NO \_\_\_\_\_ If "YES", What is that amount or percentage? \_\_\_\_\_ %

**I CERTIFY THAT MY COMPANY IS A "NONRESIDENT BIDDER" AND THE ABOVE INFORMATION IS TRUE AND CORRECT:**

MR. MRS. MS. \_\_\_\_\_  
(Circle One) NAME (PLEASE PRINT)

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



# CONFLICT OF INTEREST QUESTIONNAIRE

**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

**OFFICE USE ONLY**

Date Received

**1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3 Name of local government officer with whom filer has employment or business relationship.**

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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									
			-				-		

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).

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

#### 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.

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. 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.

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax 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,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

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

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 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 his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### **Updating Your Information**

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

### **Penalties**

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

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

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

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

## **Specific Instructions**

### **Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. 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 the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. 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 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

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

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

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic 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, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

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

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

### Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

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



## **United Independent School District**

### **Certification of Criminal History Record Information**

SB 9, passed during the 80<sup>th</sup> Legislative Session, requires that all Texas public school districts receive certification from any entity with which it contracts to provide services that it has obtained a criminal history background check on all employees hired before January 1, 2008 who (1) have continuing duties related to contracted services; and (2) have direct contact with students.

The required criminal history record information can be obtained from either of the following:

- A law enforcement or criminal justice agency
- A private entity that is a consumer reporting agency governed by the Fair Credit Reporting Act (15 U.S.C. Section 1681 et seq.)

Although state law provides guidance as to which employees must have a criminal background check, there is no specific definition or description as to what equals an employee who (1) has continuing duties related to contracted services; and (2) has direct contact with students.\* The law states that the Commissioner of Education may adopt rules necessary to implement this requirement; however, at this time none have been adopted. Therefore, all entities and individuals who contract with the District to perform services, must complete the attached UISD Form "Certification of Criminal History Record Information, that includes an information sheet related to the services to be performed and the duties related to those services that employees will be performing and the type of contact that those employees might have with students.

- Employees who are hired by an entity that contracts with a school district after January 1, 2008 must submit to a national criminal history record information review which may include fingerprints and photographs before serving in the capacity described.

The school district may not allow any employee of the entity or an individual to serve at the district if information is obtained through this review that the employee has been convicted of one of the following:

- (1) A Title 5 felony offense
- (2) An offense requiring the individual to register as a sex offender
- (3) An offense under the laws of another state or federal law that is equivalent to a Title 5 felony in the state of Texas or that would require registration in the Texas sex offender databank.

At any time, a school district administrator, including a campus principal or designee, may request copies of the actual criminal background check or national criminal history record information review which may include fingerprints and photographs from the entity or individual who has contracted with the school district or may obtain from any law enforcement or criminal justice agency all criminal history record information that relates to an individual described above.



**UNITED INDEPENDENT SCHOOL DISTRICT  
CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION**

Please complete this form and attach it to your proposal packet response

<b>Section 1</b>	<p>Vendor: _____  <div style="text-align: center;">Name</div>   <div style="text-align: center;">Address / City / State / Zip Code</div> </p> <p><b>RFP/CSP/RFCQ/BID Number:</b> _____</p> <p><b><u>Answer Y for Yes or N for No:</u></b></p> <p><input type="checkbox"/> <b>Will employees, including yourself, have continuing duties related to the proposal named above?</b></p> <p>Until it receives further guidance, the District considers “continuing duties” to mean repetitive work duties rather than a one time appearance or engagement.</p> <p><input type="checkbox"/> <b>Will those employees, including yourself, have direct contact with students?</b></p> <p>Until it receives further guidance, the District considers “direct contact” to mean services that may be performed independently from school district staff involvement. Direct contact can include chance contact such as performing routine inspections or maintenance; contact with groups of students during organized activities; or more obvious examples such as tutoring or therapy.</p> <p>If either question is answered "no", vendor should complete section 2 of this form.          If answer to both questions is "yes", vendor should complete section 3 of this form.</p>
<b>Section 2</b>	<p>I agree and understand employees of the company or individuals, including myself, who have not received the required criminal background check because the above description does not apply to them/myself will be considered visitors when on school campus and must follow school district and campus policies related to visitors on school campuses.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">             _____              Signature of Vendor         </div> <div style="width: 45%; text-align: center;">             _____              Date         </div> </div>
<b>Section 3</b>	<p>I, _____, certify that all employees, including myself, of the company that I own, operate, or manage, or myself as an independent contractor who have continuing duties related to the service to be performed on a United Independent School District Campus and who also have direct contact with students have undergone the required criminal history background check or national criminal history record information review which may include fingerprints and photographs and that no prohibited contact as described herein was revealed.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;">             _____              Signature of Vendor         </div> <div style="width: 45%; text-align: center;">             _____              Date         </div> </div>

UNITED INDEPENDENT SCHOOL DISTRICT

**TO BE SUBMITTED WITH PROPOSAL/STATEMENT/QUOTE**

**VENDOR ACKNOWLEDGEMENT FORM**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before completing certification, read attached instructions.)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Initial: \_\_\_\_\_

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

**Certification Regarding Lobbying:** Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

When Federal Money is being used, the undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant. The making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Initial: \_\_\_\_\_

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

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 as amended (42 U.S.C. 1857 (h) ), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Initial: \_\_\_\_\_

\_\_\_\_\_  
ORGANIZATION NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE