

**ALDINE INDEPENDENT SCHOOL DISTRICT**

Carlotta Nicholas, Director of Purchasing  
14910 Aldine Westfield Road Central Office,  
Houston, TX 77032-3011  
Phone 281-985-6141 Fax 281-985-6399

**NOTICE TO PROPOSERS**

Aldine ISD Maintenance Department is accepting requests for proposals (RFP) for **Carpenter Crew Bid until September 13, 2013 @ 1:45 pm**. Proposals may be hand delivered from 8:00am to 4:30pm at the office of the Purchasing Director, ALDINE INDEPENDENT SCHOOL DISTRICT, 14910 Aldine Westfield Road, Sonny Donaldson Administration Building, Houston, Texas 77032.

**ENVELOPE SHALL BE PLAINLY MARKED:**

<b>PROPOSAL:</b>	<b>Carpenter Crew Bid</b>
<b>RFP#</b>	<b><u>MNT-1314-3</u></b>
<b>DO NOT OPEN UNTIL:</b>	<b><u>September 13, 2013 @ 1:45 pm</u></b>

Any proposals received later than the specified time, whether delivered in person or mailed, will be disqualified. Proposals will be opened in the district’s boardroom and participating vendor names will be read aloud following the deadline for receiving responses.

If the proposal is awarded by the Board of Trustees, an award tabulation will be posted to the district’s website, See “Vendor”, “Vendor Bids”, then “Award Tabulations”.  
<http://www.aldine.k12.tx.us/cms/main.cfm?siteID=41&PageID=1546>

ALDINE INDEPENDENT SCHOOL DISTRICT reserves the right to reject any or all responses, to waive all technicalities, and to accept the responses determined to be the most favorable to the district.

**ADDENDUMS**

Responders should periodically check the district’s website [www.aldine.k12.tx.us](http://www.aldine.k12.tx.us) for any **addendum clarifications and responses** that may occur prior to the proposal due date. (See, “Vendor”, then “Vendor Bids”). Questions regarding the proposal are to be submitted in writing to Herbert Harris [hharris@aldine.k12.tx.us](mailto:hharris@aldine.k12.tx.us). Please copy Tremel Prudhomme [tprudhomme@aldine.k12.tx.us](mailto:tprudhomme@aldine.k12.tx.us) on all questions.

<b>Carpenter Crew Bid</b> <b>SCOPE OF SERVICES</b>
---

**Intent of proposal**

It is the intention of Aldine ISD Maintenance Department to establish a contract with one qualified vendor who is specialized in Carpentry Services by providing routine preventative maintenance, repairs, and installation of cabinets, temporary building ramps, etc.

**Overview**

Aldine ISD owns the temporary building and ramps. Prior annual expenditures for this contract were approximately \$44,000. Prior expenditures should not be construed to be a guarantee of minimum or maximum contract amount.

**Contractor Services**

The contractor will be used install temporary building ramps and all other carpentry related services on a as needed basis.

**Vendor Requirements**

The contractor must have carpenters that specialize in temporary building ramps and all other related services..

**Awarded Vendor**

The winning proposer will become the primary supplier for the personnel and services for this proposal however, in certain instances, it may be necessary to obtain services from another vendor. Those exceptions include but are not limited to:

1. Need of a parts/service is acute and delay in obtaining it would adversely affect operation.
2. Supplier cannot supply the product and cannot obtain the part in a timely manner.

Service calls will be placed on an as needed basis and there is no guarantee of quantity or times orders will be placed. The successful proposal will be determined based on the sample worksheet found on [page 13,14](#) It must be understood that this worksheet is only for the purpose of determining best proposal and does not in any way suggest or guarantee a minimum annual total.

An awarded vendor will be determined based on total cost per hour for a five man crew for all services provided.

**Invoicing**

The awarded contractors invoicing must detail all materials, supplies, equipment and labor rates.

**Contract Term**

If this proposal is awarded, the contract will exist for the period of one year. The vendor will have the option to renew for two additional one year periods if a renewal option is extended by Aldine ISD at the proposal price and agreed to by both parties in writing.

**SPECIAL TERMS AND CONDITIONS**

- **SPECIFICATIONS FOR A CARPENTER CREW**

- The carpenter crew make-up and duties are listed below. Give a per hour price for this service.
- Five (5) man crew to consist of the following:
  - **Foreman:** One (1) of the five (5) men is a working crew foreman responsible for the crew. This includes responsibility for safety of the crew and any accidents. Ordering from Aldine I.S.D. the required material to complete the job and coordinating all work with designated Aldine I.S.D. personnel.
  - **Equipment:** All equipment needed to do the job will be provided by the contractor.
  - **Material:** All material needed to do the job will be furnished by Aldine I.S.D. to include lumber and nails for ramps only. Materials for jobs are to be ordered and set-up by the contractor for delivery to job site. An Aldine representative must be notified of quantities that will be ordered. Miscellaneous materials are to be picked up by contractor and an the hourly rate equal to ¼ of the (5) man crew rate. Debris will be handled by the contractor. The site must be cleaned upon completion of job.
  - **Transportation:** Crew must have transportation to the job site within the Aldine I.S.D. Time starts at 7:30 A.M. at the job site and ends at 4:00 P.M.
- THE DISTRICT MAY ELECT TO CANCEL THE CONTRACT WITH A THIRTY (30) DAY WRITTEN NOTICE. A “Not to Exceed” estimate must be provided by the successful vendor before work may begin.
- If awarded the bid, the bid will be for a one year period, with an option to renew for two (2) additional twelve (12) month periods at the bid price stated below if agreed to in writing by aisd personnel and the awarded contractor(s).
  
- COST PER HOUR FOR FIVE (5) MAN CREW \$ \_\_\_\_\_

VENDOR NAME \_\_\_\_\_

AUTHORIZED PERSON SECURING THIS BID \_\_\_\_\_  
(Printed)

AUTOHRIZED SIGNATURE \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_ OFFICE PH \_\_\_\_\_

CELL PH \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

- The district may request a "not to exceed" estimate on some new installation jobs.
- All jobs must be billed on time and material basis including any required city of Houston permits.
- Invoices must show labor costs broken down into employee, dates worked, and number of hours on job and copies of all material invoices.
- The contractor should make available service and equipment on appointment or emergency basis.

**1.0.0 Vendor requirements**

- It is preferred that the successful proposer maintain a shop, office, and/or warehouse within twelve miles of the Aldine ISD Maintenance Shop.
- Vendor must respond within one (1) hour maximum of the initial call.
- Vendor must have relevant experience providing high line electrical repair services
- Either the district or the successful proposer may cancel the contract for any reason with a thirty (30) day written notice.
- Overtime will be at 1 1/2 times the hourly rate for work between 5:00 p.m. and 8:00 a.m., Monday through Friday and anytime on Saturday or Sunday. This will be an all or nothing proposal. This proposal document must be completely filled out. Failure to do so may result in your proposal being disqualified.

**1.2.0 Proposer must provide proof of the following along with the proposal:**

1. All electrician/linemen must hold current state of Texas journeymen electrician's licenses.
2. The successful proposer must be a member in good standing of the Houston area safety council.
3. All digger and bucket trucks must be O.S.H.A. Certified.
4. The successful proposer must own at least two (2) bucket trucks. One of these trucks must have a minimum working height of sixty-five (65) feet.

**1.3.0 Submitting vendors:**

Must provide all licenses, certifications, and insurance paperwork with the proposal. If a vendor is not current and does not provide all the documents specified, this will be reason for disqualification of an award.

**1.4.0 A copy of the state of Texas license must be provided with the sealed bid for each employee of the bidding firm.**

1.0.0 **GENERAL TERMS AND CONDITIONS FOR BIDS**

1.1.0 **APPLICABILITY** – These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and bid forms issued herewith.

1.2.0 **SPECIFICATIONS** may be those developed by the requestor or by the manufacturer to represent items of regularly manufactured products.

1.3.0 **QUESTIONS** concerning this proposal package shall be addressed to hharris@aldine.k12.tx.us and tprudhomme@aldine.k12.tx.us

1.4.0 **BIDS SHALL BE SUBMITTED ON THESE FORMS.**

Bids must be submitted on the Aldine ISD bid form in the space provided for pricing. If bidder does not fill in the blank with the bid price, it will be considered a no bid. Bid price and any alternate bid price must appear on the Aldine ISD bid form. Deviations to any conditions and/or specifications shall be conspicuously noted in writing by the bidder and shall be included with the bid in the form of manufacturing product, specifications, and/or brochures.

1.5.0 **ONLY SEALED BIDS ARE ACCEPTABLE. FAXED BIDS WILL NOT BE ACCEPTED.**

1.6.0 **QUANTITIES REQUIRED** are estimated and will be ordered on an “as needed” basis. The district reserves the right to purchase additional quantities above that stated at the same unit price unless otherwise specified by the bidder.

1.7.0 **DELIVERIES** required in this bid shall be freight prepaid; FOB destination and bid prices shall include all freight and delivery charges. For shipments designated on the purchase order to the Aldine ISD Central Warehouse, acceptable delivery hours are 8:00 AM to 3:15 PM Central Standard Time. No deliveries will be accepted after 3:15 PM. All discounts and pricing must be delivered discounts and prices. This will clearly be indicated on the purchase order if required. Delivery hours for drop shipments to specific campuses will be noted. Delivery of purchases in good condition, in a reasonable timely manner will be the vendor’s responsibility. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified.

1.8.0 **WARRANTY CONDITIONS** for all supplies and/or equipment shall be considered manufacturer’s minimum standard warranty unless otherwise agreed to in writing. Bidder shall be an authorized dealer, distributor or manufacturer for the product. All equipment bid shall be new unless clearly stated in writing.

- 1.9.0 **SAMPLES**, when called for, shall be submitted with the bid per instructions set forth in The Special Terms and Conditions. Samples must be provided free of expense. If required, samples will be returned to bidder at bidder's expense if reusable after evaluation.
- 1.9.1 **ADDITIONAL SAMPLES** needed for a bid to be evaluated properly shall be delivered within (5) working days from the time the vendor is notified by the Purchasing Department.
- 1.9.2 **SAMPLE ITEMS** from the successful bidder may be retained for the purpose of determining that the quality and workmanship of the delivered items are comparable to the sample.
- 1.10.0 **THOSE WHO DO NOT BID** are requested to notify Aldine ISD Purchasing Department in The **"NO BID NOTIFICATION"**. Failure to do so may result in their being deleted from our prospective BID MAIL-OUT LIST.
- 1.11.1 **EVALUATION OF BIDS** It is not the policy of Aldine Independent School District to purchase on the basis of low prices alone. In evaluating submissions, the following considerations will be taken into account to determine the best value for Aldine Independent School District. Education Code 44.031
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 needs;
  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 (HUB).
  7. The total long-term cost to the district to acquire the vendor's goods or services; and
  8. Any other relevant factor (SEE SPECIAL TERMS and CONDITIONS)
- 1.12.0 **DISCLOSURES:**
- 1.12.1 **BY SIGNING THIS BID**, a bidder affirms that he/she has not given, offered to give, not intends to give at any time hereafter any economic opportunity, future employment, gift loan, gratuity, special discount, favor or service to a public servant in connection with the bid submitted. Bidder shall disclose whether any of the school district's board members or administrative executives has any business or familiar relationships with bidder or bidder's principal offices or employees.
- 1.12.2 **BIDDER SHALL NOTE** any and all relationships that might be a conflict of interest and include such information with the bid.
- 1.12.3 **BY SIGNING THIS BID**, a bidder affirms that, to the best of his/her knowledge, the bid has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would anyway limit competition or give them an unfair advantage over other bidders in the award of this bid.

- 1.13.0 **FUNDING OUT CLAUSE** Any/all contracts exceeding one (1) year will require a standard funding out” clause. “A contract for the acquisition, including lease, of real or personal property is a commitment of the district’s current revenue only, provided the contract contains either of both of the following provisions:
- 1.14.0 **ALL CONTRACTS AND AGREEMENTS** between merchants and Aldine Independent School District shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1995 by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Fourteenth Edition, 1995 Official Text.
- 1.15.0 **CONTRACTS FOR PURCHASE** will be put into effect by means of a purchase order(s) upon authorized request and approval.
- 1.15.1 Any additional agreements/contracts to be signed by Aldine ISD shall be included with the bid.
- 1.15.2 Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.
- 1.15.3 Tax Exemption: Aldine ISD is exempt from payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purpose of tangible personal property.
- 1.16.0 **ASSIGNMENTS AND SUBCONTRACTING:** Bidder understands that the contract may not be assigned, encumbered, pledged, mortgaged, or transferred either in whole or in part without written consent from the customer.
- 1.17.0 **TERMINATION OF CONTRACT:** It is understood that the district retains the option to terminate this agreement for any reason at the end of each contract year without pecuniary risk or penalty or at any point during the contract term with evidence of just cause. The district agrees that it will provide written notice of termination no later than thirty (30) days prior to the end of the contract year or for just cause. The termination will become effective and this agreement shall terminate thirty - (30) thirty days following written notification of intent.
- 1.18.0 **CONFIDENTIAL INFORMATION OR TRADE SECRETS (Government Code, Article 252.049).** If any of the information is considered to be confidential or a trade secret belonging to the bidder and, if released would give advantage to a competitor or bidder, that information should be filed with the bid in a separate envelope marked “CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION”.

1.19.0 **VENDOR NON-PERFORMANCE:** If at any time the vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, Aldine ISD reserves the right to:

- 1) **Purchase** on the open market and charge the vendor the difference between contract price and actual purchase price, or
- 2) **Deduct** such charges from existing invoice totals currently due, or
- 3) **Cancel** within thirty (30) days written notification of intent and remove the vendor from the active bid file for a period of time not less than one (1) year.
- 4) **Re-bid** the service/product
- 5) **Award** to next lower responsible bidder, if accepted by same

Any problems or discrepancies that are not covered by the above preventing or hindering performance should be addressed with Aldine ISD.

1.20.0 **SIMILAR CONTRACTS**

This bid will not supersede any other contracts Aldine ISD either currently is using or may bid in the future for specific and like kind items.

1.21.0 **FREIGHT, DELIVERY AND PACKAGING:** the entire contract shall be interpreted as F.O.B. destination with freight charges included in the purchase price (reference 1.7.0). Items shall be identified by school campuses if applicable. Aldine Independent School District's purchase orders must appear on all bill of ladings, packing slips and on the outside of the box/packaging. All orders shall be shipped within fifteen (15) days after receipt of order. Notify Aldine ISD Purchasing Department Buyer if the product cannot be shipped within this period, allowing the opportunity to secure the merchandise elsewhere. You may locate the Buyer's phone number and initials on the top of the purchase order under the delivery date. If you are unable to reach the appropriate buyer at the number listed, call (281) 985-6396 for assistance.

1.22.0 **GUARANTEES:** Guarantees, warranty, and replacement information must be submitted with your bid. Bidders shall include a copy of the manufacturer's standard warranty with the submitted bid.

1.23.0 **PRODUCT SUBSTITUTIONS:** Any catalog, brand name, or manufacturer's reference used in your bid must be descriptive – not restrictive. It is intended to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. Aldine ISD reserves the right to decide which alternate bids are equal. Bids may be submitted on any or all items, unless stated otherwise. The owner reserves the right to reject any and/or all bids and to accept any bid deemed most advantageous to the Aldine Independent School District and to waive any informalities in bidding.



1.24.1 **DEVIATIONS:**

If you are bidding other than the Aldine ISD referenced brand, you must write the alternate brand name in the Aldine ISD deviations section of the bid indicating the manufacturer, brand, model, etc. of article offered. If no other information is given, we assume you are bidding as specified. However, Aldine Independent School District reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and approve the bid that best serves the District.

1.25.0 **INVOICES:**

1.25.1 **Pricing:** Aldine Independent School District's Purchase Order(s) number must appear on all invoices.

1.25.2 **Invoice Discrepancies:** Discrepancies between the invoice and the district purchase orders will be corrected upon request.

1.25.3 **VENDOR REQUIREMENTS:** Vendor must provide a toll free telephone fax number and accept faxed orders from authorized buyer having an official Aldine ISD purchase order number. Orders are faxed daily.

1.26.0 **Tax Exemption:** Aldine ISD is exempt from payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purpose of tangible personal property

1.27.0 **Venue:** This contract shall be enforceable in Harris County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Harris County, Texas.

1.28.0 **Insurance:** Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and approved by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.

## **INSURANCE & BOND REQUIREMENTS**

Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and approved by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.

### **Bonds Required**

Construction, installation and service contracts (including repair and alteration) exceeding \$25,000 require that 100% Performance and Payment Bonds be furnished by the successful bidder (contractor). All such bids must include a 5% Bid Bond.

Non Construction and non installation or service contracts exceeding \$25,000 require that a 100% Supply Bond be furnished by the successful bidder (contractor). Bonds shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A- VIII and included on the U.S. Department of the Treasury Listing of Approved Sureties (Dept. Circular 570). The contractor shall absorb any and all costs of such Bonds.

**Insurance Required**

**Limit Required**

<b>Automobile Liability</b> insurance covering Any Auto	\$1,000,000 Combined Single Limit
<b>Comprehensive (Commercial) General Liability</b> insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverages. XCU exclusions to be removed when underground work is performed.	\$1,000,000 Aggregate, Occurrence and Personal Injury \$ 500,000 Fire Damage \$ 5,000 Medical Payments  <b>Per Project Aggregate</b>
<b>Professional Errors &amp; Omissions Liability</b> insurance may be required from all contractors, licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, etc.	\$1,000,000 Occurrence & Aggregate  Retroactive Date preceding date of contract must be shown  Extended Reporting Period two years past completion of contract
<b>Workers Compensation</b> insurance with limits to comply with the requirements of the Texas Workers' Compensation Act  Employers Liability insurance	Statutory Limits  \$1,000,000.
<b>Umbrella or Excess Liability</b> insurance covering in excess of Automobile Liability, General Liability and Worker's Compensation.	One times contract amount for all contracts exceeding \$100,000, up to \$25,000,000 total limit; \$1,000,000 minimum.

**Insurance Conditions**

All insurance coverages shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

The District shall be shown as "Additional Insured" on the General Liability, Automobile Liability and Umbrella (Excess) Liability policies. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability and Umbrella insurance policies. Evidence must be included in Certificates of Insurance

General Liability and Umbrella (Excess) Insurance must be maintained for two years following date of final payment to contractor. A two year extended reporting period is required for

Professional Errors and Omissions Liability. Certificates of Insurance must be provided annually.

In addition to certificates of insurance, copies of policy endorsements must be provided a) listing Aldine ISD as Additional Insured and b) noting Waivers of Subrogation.

All insurance certificates shall obligate the insurance company to notify the District of any non-renewal, cancellation or material change to any of the policies at least 30 days prior to the effective date of the non-renewal, cancellation or change.

If a policy has aggregate limits, a statement of claims against the aggregate limits is required.

Contractor shall be responsible for all deductibles; the District shall approve the deductibles selected.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by District based upon changes in statutory law, court decisions or potential increase in exposure to loss.

**The following insurance documents must be provided to Aldine ISD prior to the commencement of work:**

1. Certificates of Insurance
2. Copies of policy endorsements
  - a) listing Aldine ISD as Additional Insured
  - b) providing Waivers of Subrogation in favor of Aldine ISD
3. Deductible amounts listed by policy type
4. A statement of claims against aggregate limits

Certificate Holder:  
Aldine Independent School District  
c/o Herbert Harris, Ex Director of Maintenance  
14910 Aldine Westfield Road  
Houston, TX 77032  
E-mail: hharris@aldine.k12.tx.us

**BID FORMAT-SIGNATURE PAGE**

Having carefully examined the Bid Notice, Terms, Conditions, Specifications, and Bid Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at the prices quoted unless noted in writing.

VENDOR NAME\_\_\_\_\_

ADDRESS\_\_\_\_\_

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

TELEPHONE NUMBER\_\_\_\_\_ FAX NO.\_\_\_\_\_

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

AUTHORIZED SIGNATURE\_\_\_\_\_

TYPED/PRINTED NAME\_\_\_\_\_

POSITION WITH COMPANY\_\_\_\_\_

REPRESENTATIVE'S NAME\_\_\_\_\_

DATE:\_\_\_\_\_

**EVALUATION CRITERIA for  
Carpenter Crew**

Vendor Name \_\_\_\_\_

The following information must be provided and returned for consideration in the awarding of this proposal.

\*\*\*\*\*

1. Do you have your own employees or do you sub-contract out? \_\_\_\_\_

2. How long has your company been in business? \_\_\_\_\_

3. Do all service personnel hold certifications in the area of the work that will be performed on the Aldine  
ISD fleet as required? \_\_\_\_\_

Elaborate: \_\_\_\_\_  
\_\_\_\_\_

4. Does your company provide Certificates of Insurance? Yes \_\_\_\_\_ No \_\_\_\_\_

**EVALUATION CRITERIA**  
**Carpenter Crew Bid**

Vendor Name \_\_\_\_\_

The following information must be provided and returned for consideration in the awarding of this proposal.

\*\*\*\*\*

**REFERENCES:** Please list three references with whom you have contracted previously for the same type of services products asked for in this proposal:

1. Organization/Vendor Name: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Phone number w/area code: \_\_\_\_\_  
Email Address \_\_\_\_\_

2. Organization/Vendor Name: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Phone number w/area code: \_\_\_\_\_  
Email Address \_\_\_\_\_

3. Organization/Vendor Name: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Phone number w/area code: \_\_\_\_\_  
Email Address \_\_\_\_\_

**NO PROPOSAL FORMAT**  
**ALDINE INDEPENDENT SCHOOL DISTRICT**  
**PURCHASING DEPARTMENT**  
 14910 Aldine Westfield Rd.  
 Houston, Texas 77032

Aldine Independent School District is interested in receiving competitive pricing on all services proposed. We place significant value on quality vendors and we also desire to keep your firm as a proposer and a supplier of materials, equipment and/or other services. Therefore, it is important for us to determine why you are not submitting a proposal in this contract. We will analyze your response and attempt to determine if future changes are necessary in our specification development and procedures.

I or WE DID NOT SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS: (Place an X by the one or more of reasons listed below.)

1. \_\_\_\_\_ We do not **supply the requested product(s)/service**
2. \_\_\_\_\_ **Quantities offered** or **scope of job** is **too small** to be supplied by my company.
3. \_\_\_\_\_ **Quantities offered** or **scope of job** is **too large** to be supplied by my company.
4. \_\_\_\_\_ **Specifications** are **“too tight”** or appear to be written around a proprietary product.  
 (Please explain) \_\_\_\_\_
5. \_\_\_\_\_ Cannot propose against **MANUFACTURER** on this item.
6. \_\_\_\_\_ Cannot propose against **JOBBER** on this item.
7. \_\_\_\_\_ **Time frame** for submitting a proposal was too short.
8. Other: \_\_\_\_\_

**IF YOU DO NOT SUBMIT A PROPOSAL** and wish to remain on the Aldine Independent School District proposal list for this item, please indicate:

\_\_\_\_\_ I wish to remain on the proposal list

\_\_\_\_\_ I do not wish to remain on the proposal list

\_\_\_\_\_  
 Vendor Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name, Title

\_\_\_\_\_  
**Aldine ISD MNT# 1213-2**  
 Proposal Name

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

\_\_\_\_\_  
 A/C Telephone

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 A/C Facsimile No.

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Email Address, (not web-site)



# ALDINE INDEPENDENT SCHOOL DISTRICT

14910 Aldine-Westfield Road • Houston, Texas 77032-3099 • (281) 449-1011

**FILL OUT AND RETURN WITH RFP**

## **NOTIFICATION OF SHORT TERM WORKERS**

SECTION 763.84 4CFR PART 763 OF THE FEDERAL REGISTER DATED OCTOBER 30, 1987, REQUIRES LEA TO ENSURE THAT SHORT-TERM WORKERS (E.G., TELEPHONE REPAIR WORKERS) WHO MAY COME IN CONTACT WITH ASBESTOS IN A SCHOOL WILL BE PROVIDED INFORMATION ABOUT THE LOCATION OF ASBESTOS-CONTAINING BUILDING MATERIAL.

A MANAGEMENT PLAN IS IN THE FRONT ADMINISTRATIVE AREA OF THE BUILDING FOR YOUR REVIEW.

THE ABOVE INFORMATION WAS PROVIDED TO ME ON \_\_\_\_\_  
DATE

SIGNED \_\_\_\_\_





# ALDINE INDEPENDENT SCHOOL DISTRICT

14910 Aldine-Westfield Road • Houston, Texas 77032-3099 • (281) 449-1011

## BIDDER'S SIGNATURE

THIS NOTIFICATION IS TO BE READ AND SIGNED BEFORE WORK CAN COMMENCE.

## ILL OUT & RETURN WITH RFP

### USE OF ASBESTOS CONTAINING MATERIAL

IN ACCORDANCE WITH THE ENVIRONMENTAL PROTECTION AGENCY 40 CFT PART 763 RELATING TO ASBESTOS CONTAINING MATERIALS IN SCHOOLS; THE STATEMENT BELOW NEEDS TO BE SIGNED AND RETURNED AS SOON AS POSSIBLE. THANK YOU FOR YOUR COOPERATION.

I \_\_\_\_\_ OF \_\_\_\_\_  
(REPRESENTATIVE) (COMPANY NAME)

**WILL NOT** USE ANY ASBESTOS CONTAINING MATERIALS ON THE FAN/COIL CLEANING ANNUAL CONTRACT.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

**ALDINE INDEPENDENT SCHOOL DISTRICT  
PURCHASING DEPARTMENT**

**SUPPLIER CODE OF ETHICS**

Purchasing activities within Aldine ISD support the district’s vision to “produce the nation’s best!” Procurement activities may be conducted by Aldine’s purchasing department and by some of its auxiliary departments. Aldine’s purchasing activities support student achievement and district operations while striving to provide timely products and services in a competitive and efficient manner.

Preference may sometimes be given to purchasing cooperatives, state contracts, or inter-local agreements where products and services can be purchased via pre-established competitive contracts or via competitive quotes received from various co-operative entities.

Through its purchasing department, Aldine ISD is committed to a procurement process that fosters fair and open competition, conducts business under the highest ethical standards and enjoys the confidence of the public. Purchasing professionals, as well as supplier stakeholders, must have a highly developed sense of professional ethics to protect their own and their organization’s business activities and reputation. In order to strengthen ethical awareness and provide guidelines to its suppliers, Aldine’s purchasing department promotes the following supplier code of ethics:

**Competitive Nature**

Quotations, bids, or proposals provided will be competitive, consistent and appropriate to the specifications or user requests.

Suppliers will not discuss, consult, collude with, or disclose its terms with other suppliers intending to compete on the same contracts or similar Aldine ISD contracts for the purpose of limiting competition.

A supplier will not make any attempt to induce any individual or entity to submit or not to submit a competitive quote, bid, or proposal.

A supplier will completely perform any contract at the contract quoted price according to the terms set forth in the quotation or contract.

**Supplier Performance**

Aldine suppliers are expected to provide the highest level of ethics and service in all business facets which include categories such as products and services, delivery, administration, and customer service. Based on annual spend levels, suppliers are subject to formal evaluations.

Supplier records must properly, accurately and fairly record all financial transactions with Aldine ISD in the supplier’s finance system or the supplier’s appropriate ledgers.

A supplier will submit timely, accurate and appropriate invoices for goods and/or services performed under the contract.

A supplier shall not engage in unscrupulous practices and misrepresentations; recognizing that mutually profitable business relations are based upon honesty and fair dealings.

Supplier and representatives shall be courteous, considerate, prompt, and businesslike with those whom they deal including employers, employees, suppliers, and the general public.

A supplier shall make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any problems with Aldine ISD

### **Gifts to Public Servants**

School district officials and employees cannot accept anything of value from a vendor, such as personal gifts or gratuities, which may be construed to have been given to influence the purchasing process or purchase decisions.

Therefore, suppliers are strongly urged to exercise great caution before offering any gift to Aldine employees regardless of the gift's monetary value, particularly when a decision or act which may affect that supplier stakeholder has been made or will be made in close proximity to the time of the gift.

**REPRESENTATIONS AND CERTIFICATIONS**

Response to 4.11.8, please complete all portions of this form and submit with your formal quote and supporting documentation.

**1.0 TYPE OF BUSINESS**

- (a) The offeror represents as part of its offer that it operates as (Mark with an "X"):
  - An individual
  - A partnership
  - A sole proprietorship
  - A corporation
  - Another entity \_\_\_\_\_.
  
- (b) If incorporated, under the laws of the State of: \_\_\_\_\_.

**2.0 CONTINGENT FEE**

- (a) Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark one with an "X"):
  - Has
  - Has not

employed or retained any company or persons to solicit or obtain the contract, and (Mark on with an X)

  - Has
  - Has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
  
- (b) The offeror agrees to provide information relating to (a) above, as requested by the Assistant Superintendent of Finance and, when any item in subparagraph (a) is answered affirmatively, to promptly submit to the Assistant Superintendent of Finance a completed "Statement of Contingent or Other Fees."

### 3.0 NO FELONY CONVICTION REPRESENTATION

(Section 44.034, Subsection (a), of the *Texas Education Code*, the undersigned offeror certifies that the person or owner or operator, including employees or agents of the business entity named in this proposal or contract, have not been convicted of a felony, unless a completed “Felony Conviction Notification Form” from the Purchasing Department is attached as an Exhibit to the Offer.

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”.

The offeror agrees to comply with all applicable state laws and Board policies regarding criminal background checks. Before entering into a contract with the District, Proposer must give notice if the Proposer or any personnel has been convicted of a felony, as defined by Texas law, from District property where students are regularly present.

Employee or agent includes as example, but not by way of limitation, persons providing services on the project (“subcontractor” in Texas Labor Code 406.096) including all persons or entities performing all or part of the services the Proposer has undertaken to perform on the project regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, owner-operators, employees of any such entity that furnishes persons to provide services on the project.

Services include, without limitation, providing the hauling, or delivering of equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. The District shall have the sole discretion to determine what constitutes a “location where students are regularly present.” Proposer’s violation of this section shall constitute a default under the General Terms and Conditions of the contract.

This Notice is not required of a Publicly-Held Corporation.

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 following 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 or operated by anyone who has been convicted a felony.  Signature of Company Official: _____
--

**4.0 COVENANTS AGAINST GRATUITIES**

The offeror represents and certifies as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities valued at \$25.00 or more (in the form of entertainment gifts or otherwise) directly or indirectly to any director, officer, employee, or agent/consultant of the District with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

**5.0 PARENT COMPANY INFORMATION**

(a) The offeror represents as part of its offer that is (Mark one with an “X”):

Is  
Is not

Owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means a parent company must own more than 50 percent of the voting rights in that company.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer’s identification Number here: \_\_\_\_\_

(c) If the offeror is owned or controlled by a parent company, it shall enter in the space below the name and main office address of the parent company and the parent company’s Employer Identification Number.

(d)

Name of Parent Company:
Main Office Address:
Telephone Number:
e-Mail Address:
Parent Company’s Employer’s Number:
Name of Offering Company:

(e) List other company names/ DBA's that are owned, operated and invoiced by your organization.

Name	Address	Phone Number

**6.0 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (b) Each person signing this offer certifies that:
  - (1) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) above.
  - (2) He (i) is not the person in the offeror's organization responsible for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, not attempt has been made to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition and will not participate, in any action contrary to (a) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a) above.

**7.0 CERTIFICATION OF NON-COLLUSION**

The undersigned certifies that he or she is duly authorized to execute this contract on behalf of offeror and that the undersigned and the company, corporation, firm, partnership, individual, or other entity for whom the undersigned provides this certification has not prepared its proposal, offer, or proposal in collusion with any other proposer, offeror, competitor, any other entity engaged in the business being transacted, or any District employee or representative. The offeror certifies that the contents of the offer or proposal submitted as to prices, terms or conditions of said proposal have not been communicated by the offeror, its employee, or agent to any other person engaged in the type of business being transacted prior to the official opening of this proposal.

**8.0 COMMUNICATIONS CERTIFICATION**

- (a) All oral and written communications with the District regarding this solicitation shall be exclusively with, or on subjects and with persons approved by, the person identified on Block 4 of the solicitation cover sheet. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information, or otherwise create the appearance of impropriety or unfair competition, and thereby compromise the integrity of the District’s procurement system.
  
- (b) By submission of this offer, the offeror certifies that it has not, and will not, prior to contract award, communicate orally or in writing with any District employee or other representative (Including Board of Education members, District contractors or District consultants) other than the individual or person(s) and subjects approved by the individual, named on Block 4 of the solicitation, except as described below: (CHECK “NONE” IF OFFEROR HAS NOT HAD ANY PROHIBITED COMMUNICATIONS. Describe communications in the table below if offeror has had any communications with the persons described above)

None

Name of Representative	Date and Subject

- (c) These Representations and Certifications are material representations of fact upon which reliance will be placed at the time of the awarding of a contract. If it is later determined that the offeror knowingly rendered an erroneous Representation or Certification, in addition to any other remedies the District may have, the District may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the District in the future. In addition, a false entry could be a violation of the *Texas Penal Code*, Paragraph 37.10. **Offeror signs under the pains and penalties of perjury.**



**9.0 SIGNATURE BLOCK FOR ALL REPRESENTATIONS AND CERTIFICATIONS**

Name of Offering Company:
Name of Offerer:
Main Office Address:
Telephone Number:
e-Mail Address:
Signature:

OFFERORS MUST SET FORTH FULL, ACCURATE AND COMPLETE INFORMATION REQUIRED BY THE SOLICITATION (INCLUDING THIS ATTACHEMENT). FAILURE TO DO SO MAY RENDER THE OFFER NONRESPONSIVE OR UNACCEPTABLE. A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE DISTRICT MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE *TEXAS PENAL CODE*

**DISCLOSURE: CONFLICT OF INTEREST STATEMENT**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor or other person doing business with local governmental entity</b>		<b>FORM CIQ</b>
<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. <i>See</i> Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b> Date Received
<b>1</b>	<b>Name of person doing business with local governmental entity.</b>	
<b>2</b>	<input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b>  (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.)	
<b>3</b>	<b>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</b>  Transaction of Business, by Purchase Order, for the sale/purchase of goods and services by Aldine Independent School District.	
<b>4</b>	<b>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</b>  Transaction of Business, by Purchase Order, for the sale/purchase of goods and services by Aldine Independent School District.	

**DISCLOSURE: CONFLICT OF INTEREST STATEMENT, continued**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

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

**Page 2**

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 other 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 receiving 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 governmental entity?

Yes       No

C. Is the filer of this 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

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

\_\_\_\_\_  
**Date**

## Criminal Background Fingerprint Requirement

Senate Bill 9 enacted by Texas State Legislature in 2007 contains numerous new security requirements that school districts and those who do business with the school district must follow.

Section 22.0834 of Texas Education Code requires the following: any person who does not hold a Chapter 21 TEA certification that is offered employment after January 1, 2008, by an entity contracting with a school district, and who will (1) perform continuing duties related to the contract, and **(2) has or will have direct contact with students**, must submit to a national criminal history record review, including fingerprinting, prior to starting work.

This means that any Independent contractor hired after January 1, 2008, providing continuing services to the District and who may be performing such work at a campus or other Aldine Independent School District facility where students are present as part of a normal school day, will be subject to a fingerprint check prior to the start of work. For companies, this means that any new employee hired after January 1, 2008, to perform work for the District under the above referenced criteria, is subject to this law.

The law further provides that vendors are responsible for obtaining the fingerprinting as well as the cost associated with the process. An overview of the Aldine ISD process is outlined below:

1. Vendors must **first** have secured an approved contract with an Aldine ISD school or department; (Note: DPS fingerprinting may not be obtained in advance of an Aldine ISD contract.)
2. The approved Aldine ISD contract must be presented to a local L-1 DPS/FBI agency in order to begin the fingerprint process, (512) 424-2365; and to obtain the required completion receipt.
3. Upon FBI/DPS clearance/passing, the cleared individual's name and information must then be submitted to Aldine ISD using the online form on the district's website, [www.aldine.k12.tx.us](http://www.aldine.k12.tx.us). See Vendors or [https://www.aldine.k12.tx.us/secure/affiliate\\_requests/page1.cfm?role=Vendor](https://www.aldine.k12.tx.us/secure/affiliate_requests/page1.cfm?role=Vendor)
4. Questions regarding this process must be directed to Aldine ISD, Human Resources 281-985-7570.

Note: Before services are performed in direct contact with Aldine students by my subcontractors, employees, or myself, I will ensure the DPS/FBI Fingerprint process by a local L-1 agency, 512-424-2365 is complete. The names for those contracted individuals will be submitted via the district's website, using the Vendor link.

I, the undersigned agent for the firm named below, certify that the information concerning the vendor/contractor fingerprint requirements has been reviewed and understood.

Vendor's Name:

Authorized Company Official's Name (Printed):

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

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	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) ▶	
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.

Social security number									

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

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.