

REQUEST FOR PROPOSAL (RFP)
COPY MACHINES LEASE
RFP 23-06

I. NOTICE TO VENDORS

The Angleton Independent School District is requesting competitive sealed proposals for COPY MACHINES LEASE to be leased on a contract. In order to meet State purchasing requirements, pricing must align with approved purchasing cooperative agreements with additional discounts applied. Proposals shall be submitted in a sealed envelope marked on the outside with the offeror's name and address. **(RFP 23-06 - COPY MACHINES LEASE)** to:

Angleton ISD
Attention: Business Office
1900 N. Downing
Angleton, TX 77515

Proposals will be received at the above address until **2:00 PM, May 8, 2023** – at which time the proposals will be opened.

Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. Proposals received after the published time and date cannot be considered and will be returned unopened. FAXED proposals will not be accepted. Vendors are strongly encouraged to call the District Officer named below to make certain that their sealed proposal has been successfully received.

Texas's proposal laws require school districts to follow certain procedures for entering into contracts for goods and services with an annual aggregate amount of \$50,000 or more. In order to meet these state laws, AISD wishes to establish a contract with a vendor for copy machine lease.

The RFP is not an offer but constitutes a request for offers only. The selection of any vendor or acceptance of any vendor's proposal does not automatically create a contract. No contractual obligations are created until both AISD and the vendor sign a contract or until AISD issues a signed purchase order for the goods at the prices in the vendor's proposal under this RFP.

This is a contract award for a period estimated of five years. The District guarantees no minimum dollar amount in purchase/delivery orders against this award. **All discount percentages and terms quoted are to be fixed and guaranteed for the entire award period and F.O.B. destination.**

The District seeks responsive, responsible proposals and will consider entering into a contract. The district will choose the vendor(s) that best meets their requirements based on factors including but not limited to price, availability and delivery.

Connie Cox
Director of Finance
email: ccox@angletonisd.net

Jeff Stout
Director of Technology
email: jeff@angletonisd.net

II. GENERAL CONDITIONS AND SPECIFICATIONS

COPY MACHINES LEASE

1. "District" and "AISD" shall mean Angleton Independent School District.
2. It is the intent of AISD to enter into a contract, if any, for copy machines.
3. Vendors are encouraged to submit proposals even if not quoting a discount other than 0%.
4. The contract resulting, if any, will be for an estimated five year period.
5. A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) as specified in the solicitation and if selected, the District expects to enter into a contract with the vendor upon the terms set forth in this RFP, the prices, representations, services, and warranties set forth in the vendor's proposal, and other terms and conditions as may apply to the transaction.
6. The proposals submitted must not contain any erasures, interlineations, or other corrections unless each correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname(s) of the person(s) signing the proposal.
7. The district reserves the right to waive any irregularities or technicalities in any proposal. This request for proposals does not obligate Angleton ISD to award a contract or pay any costs incurred by the vendor in the preparation and submittal of a proposal. Angleton Independent School District, in its own discretion, reserves the right to accept and/or reject any and all proposals, or a part of a proposal, without reason or cause, submitted in response to this request. By submitting a proposal, the vendor agrees to waive any claim it has or may have against Angleton Independent School District, and its trustees, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal; (2) any requirements under the solicitation, RFP package, or related documents; (3) the selection or non-selection of any vendor, the rejection of any proposal; and/or (4) the award of a contract, if any.
8. Any items or services being proposed must conform to all appropriate local, state, and federal laws, ordinances and regulations.
9. District does not waive or limit any warranties, either expressed or implied, as to any services, products or goods made the subject of this proposal.
10. The District may, by written notice to the vendor, cancel this contract if it is found by AISD that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor or any agent/representative of the vendor, to an employee of AISD with a view toward securing an order or securing favorable treatment with respect to the awarding or amending any such order.
11. The vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into a contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.
12. The title and risk of loss of the goods shall not pass to the District until AISD actually receives the goods at the point of delivery.
13. All goods/services are subject to final inspection and acceptable by the District. Goods/services failing to meet the requirements of the resulting contract, if any, will be held at the vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping or other like expenses are the responsibility of the vendor.

14. All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.
15. The resulting contract, if any, shall be governed by AISD.

This RFP, any proposals submitted, the solicitation process, and any resulting contract shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to the conflicts or choice of law provisions or principles. The parties irrevocably consent to the jurisdiction of any in the State of Texas. Respondent agrees that the exclusive and convenient venue regarding any dispute or legal proceeding relating to this proposal or any related written contract awarded to the successful respondent(s) will be Brazoria County, Texas.

16. The resulting contract, if any, will contain the following indemnification provisions:

[Note that the following indemnification provision is very broad and if the contract is not one where the District could sustain a large loss or be at risk of financial harm, this broad language may be negotiated and softened. For example, there may be push back on the lack of limitation by insurance coverage and there may be a request to limit liability only to personal injury to a person or injury to property and to limit liability to the negligence or willful misconduct of the vendor. It should be considered on a case by case basis]

Vendor agrees to indemnify and save the District harmless from any damage or expense whatsoever resulting to AISD from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacturer or use of any product included in this contract. Vendor will indemnify AISD against all claims for damages to persons or property resulting from defects in materials or workmanship.

To the fullest extent permitted by law, the vendor shall waive and release claims against and shall indemnify and hold harmless the Angleton Independent School District and its trustees, employees, and agents (collectively "indemnified parties") from and against claims, damages, losses, causes of action, suits, judgments and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance under this contract. All costs and expenses so incurred by any of the indemnified parties in that event shall be reimbursed by the vendor to the indemnified parties, and any costs and expenses so incurred by indemnified parties shall bear interest until reimbursed by the vendor at the rate of interest provided to be paid by the judgment under the laws of the state of Texas. The indemnification obligation hereunder shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the vendor under insurance policies, workers' compensation acts, disability benefit acts or other employee benefit acts. This indemnification provision shall survive expiration or earlier termination of this contract.

17. District is prohibited from and will not agree to indemnify the successful respondent(s).
18. The contract will supersede any previous oral and/or written agreements.
19. All changes or amendments to the contract must be in writing and signed by the Superintendent or designee.
20. The contract can be terminated at any time for non-appropriation of funding for the next fiscal year

without penalty.

21. The Respondent agrees that AISD shall have the right to terminate the contract for any reason or no reason upon 30 days written notice. Respondent shall be paid any undisputed amounts owed but not yet paid for any goods actually received and accepted or services satisfactorily rendered prior to the date of receipt of the notice of termination.
22. The contract can be terminated at any time if the Responder fails to disclose any felony conviction – this includes prior to, as of, or after submission of proposal.
23. The disclosure of a felony conviction in a Responder's proposal will not automatically be terms for rejection of the proposal. Each felony conviction identified will be reviewed by Angleton Independent School District administration and a decision to accept or reject the proposal will be determined by the type of felony conviction.
24. There will be no agreement for binding arbitration in any written contract between AISD and Respondent relating to a dispute involving the services, products or goods made the subject of this RFP.
25. The District is not responsible for any errors or omissions.
26. If the District opens an improperly labeled proposal prior to date and time of sealed RFP opening, the package will be returned as is and rejected. It is imperative that the package be labeled per the instructions in the notice to proposal section (page 1).
27. The District, upon written notice, shall have the right to audit all documents relating to the services and work provided by Respondent under this contract. Records subject to audit shall include, but not limited to, records which may have a bearing on matters of interest to AISD in connection with goods or services and work for the District and shall be open to inspection and subject to audit and/or reproduction by the District's agents or its authorized representative or any other agency or authority to the extent necessary or advisable to adequately permit evaluation and verification of (a) Respondent's compliance with contract requirements (b) compliance with the District's procurement policies and procedures and (c) compliance with provisions for computing billings to the District and (d) any other matters related to the contract between the District and Respondent/Proposer.

If AISD contracts with the selected vendor, the vendor shall maintain and retain all records relating to this RFP, the proposal submitted, the documents created or compiled, and all other records relating to the goods or services provided, the relationship with the District, and this transaction throughout the term of the contract, if any, and for a period of three (3) years thereafter or such longer period as may be required in the record retention laws applicable to Angleton Independent School District.

28. The District reserves the right to negotiate with any and all respondents to this proposal – not just the highest ranked vendor.
29. Invoices shall be itemized and mailed to Angleton ISD Attention: Accounts Payable 1900 N. Downing Road, Angleton, TX 77515. Funds for completed purchase/delivery orders concerning this award will be available within thirty (30) days of completion and acceptance by the District. Notwithstanding the foregoing, no payment from AISD shall be considered past due or not paid when due except in accordance with Section 2251.02 of the Texas Government Code.

If your company uses a different billing address, AISD will not be responsible for late payments, service charges, etc.

30. AISD is exempt from federal excise taxes, state and local sales and use taxes.
31. Respondent agrees to uphold all legal and local Board policies adopted by the AISD Board of Trustees.
32. All AISD campuses and administrative facilities are drug free zones. Drug free zones include all the use or being under the influence of intoxicants as defined by Section 401.013 of the State of Texas.
33. Any questions concerning this document or questions about purchases after acceptance should be directed to AISD Business Office, Connie Cox, Director of Finance, at (979) 864-8045.
34. Successful vendor(s) must comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
35. Pursuant to Section 38.022 of the Texas Education Code, vendors must present a valid state or government-issued photo ID before access into the school is granted. This ID will be scanned into a registered sex offender database; any vendor found to be an offender shall be denied access into the school. District law enforcement will be contacted should this occur.
36. Electronic, telephone, telegram and facsimile proposals are unacceptable.
37. Confidential 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 offeror and, if released, would give advantage to a competitor or offeror, that information should be filed with the proposal in a separate envelope marked "confidential – do not duplicate without permission".
38. All vendors shall be in compliance with Executive Order 11246, entitled "equal employment opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR Part 60).
39. No individual shall be excluded from participating in, denied the benefit of, subject to discrimination under, or denied employment in the administration of, or in connection with any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.
40. Successful vendor(s) agrees to not discriminate against a qualified individual with a disability. Successful vendor(s) also agrees to provide a qualified individual with a disability an opportunity to participate in or benefit from the aid, benefit, or service that is equal to that afforded others involved in the program, service, and/or activity.
41. Angleton ISD shall give preference to small and minority firms, women's business enterprise and labor surplus area firms as required by CFR, Title 34, Section 80.36 or when in the best interest of the District.
42. In accordance with SB 1340, Angleton ISD gives preference to products made of recycled materials if the products meet applicable specifications and standards. Respondents are requested to identify those items that are made of recycled materials, environmentally sensitive, and/or may be recycled after serving their intended use.
43. The District reserves the right to utilize State of Texas contracts, contracts awarded by other

governmental agencies, or cooperative agreements in lieu of any offer received or award made as a result of this proposal, if it is in the best interest to do so.

44. Compliance with Senate Bill 9 is required.
45. If the vendor is awarded this proposal, the W-9 form (Request for Taxpayer Identification Number and Certification) must be completed and returned to the Business Office prior to any transactions that take place.
46. The anticipated award period is from **July 1, 2023 to June 30, 2028** but is subject to change based on Board approval.
47. It is very important for your company to fill out, sign and return the Offer Form, Felony Conviction Notice, Affidavit of Non-collusion, Certification Sheet, Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion, HUB certification, Affidavit of Non-Discriminatory Employment, Vendor Questionnaire, and Conflict of Interest Questionnaire in order to do business with Angleton ISD.
48. Vendors are responsible for notifying the Business Office of any change in address and/or telephone number. The District is not responsible for failing to mail a vendor a RFP due to the package being undeliverable or misdirected.
49. All questions on the Proposal Response Form should be clearly answered.
50. The proposal must be typed or written in ink on all enclosed and prepared forms.
51. Please provide one (1) original proposal and 2 copies.
52. Vendors are invited to be present at the opening of this proposal on the date and hour specified.
53. The District reserves the right to utilize vendor pricing from purchasing cooperatives in lieu of the pricing disclosed in this proposal, if awarded.
54. It is not the policy of AISD to award a contract on the basis of low price alone. In proposal evaluation, the following selection criteria considerations will be taken into account:
 - Price (including warranty terms and conditions) - 30%
 - Quality of Products and Services (including guarantees) - 20%
 - Availability of product - 15%
 - Vendor's Service (including timeliness and professionalism) - 15%
 - Past experience with the vendor - 10%
 - Reputation of the vendor - 10%

THE UNDERSIGNED HEREBY:

Acknowledges that they have read the above general terms and conditions and agrees to abide by them unless otherwise noted on the exceptions page. (This page must be returned with proposal submission).

Company: _____

Authorized Signature: _____

Printed Name: _____ **Date:** _____

Thank you for your interest in conducting business with AISD and your participation in this proposal process.

III. SPECIFIC TERMS AND CONDITIONS **COPY MACHINES LEASE**

1. SCOPE

Angleton Independent School District requests proposals from interested vendors for the purpose of selecting a vendor to provide copier leasing and support for the copier contract covering all of the District's campuses and administration offices. The lease will cover the equipment, service, and supplies for each copier provided. The period of the lease will be an estimated **60 months** beginning approximately **July 1, 2023 and ending June 30, 2028**. Copiers are to provide photocopies of an acceptable quality on the various types of papers (including papers with rag content) normally used for photocopying purposes in an office environment. The District's definition of acceptable for this contract is each machine awarded shall create quality photocopies with consistency and reliability. Prices quoted must include installation of all new equipment, full service/maintenance on new equipment, all supplies including staples (except paper), and training. All copiers must have a uniform user interface. Copier supplies must be from original equipment manufacturer – no third party or recycled toner cartridges.

Prices quoted shall include an annual copy allowance and this copy allowance shall be pooled together inclusive of all thirty-three machines with an annual reconciliation of usage. The District will not pay property taxes or any other taxes. If this is required, then the vendor is responsible for figuring this into the lease cost. Prices shall remain firm the duration of the contract period.

AISD currently has **19** copy machines under lease through June 30, 2023. If the vendor is interested in assisting to defray this deferment cost, the vendor may address such assistance in a separate line item found in the Excel "RFP - Response Form".

2. DISTRICT CAMPUSES

Location	Historical Copier Usage (60 Months)	Historical Monthly Average	Requested Black/White Copiers	Requested Color Copiers
Administration	4.8M	80K	1	1
Operations Service Center	1.8M	30K	1	1
High School	18.6M	310K	3	1
CTE	2.1M	35K	0	1
Junior High	17.7M	295K	3	1
Alternative Campus	1.1M	18.5K	0	1
Northside Elementary	4.5M	75K	1	1
Southside Elementary	4.4M	73K	1	1
Westside Elementary	15.4M	257K	3	1
Rancho Isabella Elementary	4.7M	79K	1	1
Frontier Elementary	6M	100K	1	1
Central Elementary	5.5M	92K	1	1
Transportation Dept.	90K	1.5K	0	1
Special Education	420K	7K	0	1
Football Stadium	60K	1K	0	1
Aquatic Center	30K	500	0	1
Police Dept.	60K	1K	0	1

***Some copiers will be additions to our current copier contract so therefore no historical data is available for these requests.**

In an effort to distribute copier usage evenly, the vendor will be required to rotate the copiers within the campus twice per year, in a rotation determined by AISD.

3. BASE CONTRACT

Angleton ISD has determined it needs **thirty-three (33) copy machines** district-wide.

(1) Output management & cost control software (with the ability to login to copiers with district provided ProxCard)

All proposed devices must have the ability to:

- Copy, print, print from a USB, color scanning
- Staple finishers on B&W copiers and Booklet finisher on the color copier
- Single pass scanning on most devices
- Most devices must have a minimum paper capacity of 3,500 sheets (no accessory paper boxes)
- Energy efficient

Electrical Service:

Equipment shall be suitable for use with standard electrical service. Equipment requiring electrical protection devices shall be quoted with the cost of such devices included in the monthly lease price. Units requiring special electrical protection devices, i.e., surge protectors, shall include such devices, at the vendor's expense, when delivered and installed. Wiring requirements shall be provided to the District per vendor's specifications.

If electrical service other than standard electric service is required for equipment, it is the vendor's responsibility to advise the contact at the user location and the Director of Technology to arrange for installation of the proper wiring requirements per manufacturer's specifications at the District's expense. It is required that all machines come equipped with an external surge protector to protect their components; this is in addition to any internal surge protector.

Surge protectors must come with a minimum five year manufacturer's warranty stating the surge protector will be replaced free of charge if it fails and the manufacturer will repair or replace any machine damaged by power surges when properly connected to the surge protector.

Installation and Training:

The installation and training of a photocopier shall be included in the price quoted and shall include the following services:

1. In house delivery and complete installation and setup of equipment ordered.
2. Demonstration of the proper operating techniques of equipment ordered. This demonstration is to include basic training on the proper operation of the equipment delivered.

3. The vendor shall provide sufficient initial training to adequately instruct personnel in the use of equipment.
4. The vendor shall provide information to each of the locations pertaining to ordering supplies, placing service calls, and how meter readings are to be submitted.
5. The installation and training need not necessarily occur at the time of equipment delivery provided the actual installation and training date(s) are coordinated and mutually agreed to by the user department/campus and successful vendor.
6. Training related to the output management system and cost control software.

Service Requirements:

Vendor is required to provide quarterly usage reports along with service calls and down time, and this information must be submitted to the Director of Technology every three months after installation of equipment.

Vendor must provide the District with written certification that the hard drives will be erased at the point of copier return and all information is considered confidential and will be permanently deleted and that you guarantee that no copier will be redistributed or accessible by any other entity before data is removed. You must also certify that all data stored on copiers is confidential and copiers will be secured until all data is removed.

Vendor will provide on-call remedial service including replacement of all unserviceable parts.

Vendor will provide preventive service based upon the manufacturer's recommended schedule and the manufacturer's specific preventive service requirements for the individual unit including lubrication, necessary equipment adjustments and replacement of all unserviceable parts.

All broken or defective parts not caused by accident, neglect, misuse, or abuse and all necessary machine adjustments occasioned by such defective or broken parts will be covered by the vendor during the term of the lease. The vendor agrees to promptly repair or replace on a one for one basis without additional cost to the District. Vendor will be responsible for pick up and/or delivery of units that require off-site service. **In addition, if the required service cannot be completed within 48 hours the vendor may be required to loan the District (at no charge) a comparable unit. The District may request down time credit for the period the equipment is inoperable.**

Service response for on-site repair calls shall not exceed four hours. Service is to be performed during our normal working hours, 8:00AM to 4:30PM, Monday through Friday. Fully trained and qualified technicians shall perform all service and shall be on site prepared to accomplish repairs within the required response time. All parts including but not limited to: drums, photoreceptors, master units, wiper blades, lamps, rollers, and webs, etc., shall be included in the vendor's service coverage. The District considers these items parts not consumable supplies.

An adequate supply of repair parts shall be carried in stock within the state of Texas.

Reliability:

The failure rate for the machines shall not average more than two malfunctions per month.

Machines which develop a trend of requiring an excessive number of service calls shall be replaced upon request of the District.

Replacement of the Unsatisfactory Equipment: In the event the photocopier supplied, in the opinion of the District, is not giving satisfactory performance or requires an excessive amount maintenance service calls, the vendor, after notice in writing by the District that such a situation exists, agrees to remove and replace the defective photocopiers as per the original specifications within the 10 days of such notice at no cost to the District. Failure to comply may result in breach of contract and in the unit(s) being canceled and similar units obtained from another contract vendor with re-procurement costs including transportation and installation costs paid by the original vendor.

Excessive downtime generally may be defined as, but not limited to, equipment which causes the District to lose the equipment service for two working days a month for three consecutive months. The District's Director of Technology will be the sole authority in determining excessive downtime after proper documentation is submitted to the Director of Technology by the user location.

4. PAYMENT TERMS

Payments will be made monthly beginning **July 2023**. If the vendor elects to offer a cost per copy proposal, overages will be determined annually and paid as part of the August payment. The lease contract will carry a non-appropriation clause as required by Texas law. Interest and penalties for late payments will be limited to those allowed by Texas Government Code 2251.021, .025, .029. No other charges will be paid by the District for any reason. The district would consider paying quarterly if it would allow for a more aggressive lease rate. If you would like to offer this, we ask that you still submit a proposal with monthly payments along with a separate proposal for quarterly payments.

5. DISTRICT POLICIES AND PROCEDURES

Angleton Independent School District has several policies and procedural guidelines that must be adhered to by personnel and vendors. It is the responsibility of the vendor to review applicable Board policies related to vendor relations as well as published guidelines and manuals

6. SCHEDULE OF EVENTS

RFP Released	April 4, 2023	
Questions Due	April 12, 2023	Administration
Q&A Meeting	April 14, 2023	10:00 am → 1900 N. Downing
Response/Addendum Delivered	April 17, 2023	Angleton TX 77515
Proposal Due 2:00 PM	May 8, 2023	Board Room
Possible Company Interviews	May 22 - May 26, 2023	

7. **SUBMITTAL INFORMATION**

Proposals may be dropped off, or mailed to Angleton Independent School District, Attn: Connie Cox, 1900 N. Downing, Angleton TX 77515. The envelope must be marked RFP 23-06 Copier Machine Lease.

Sample format of the remittance envelope if mailed:

Your company name Your return address	U.S. Postage
 Angleton Independent School District Attn: Business Office 1900 N. Downing Road Angleton, Texas 77515	
 RFP 23-06 Copier Machine Lease Open: May 8, 2023 2:00 pm	

8. **RIGHTS OF ANGLETON ISD**

The District reserves the right to require additional information from vendors and to conduct necessary investigations to determine vendor performance and/or the accuracy of vendor information.

9. **FORCE MAJEURE**

The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

10. **EXCEPTIONS**

Any exceptions taken to the terms and conditions of this proposal request must be clearly stated in writing and attached as part of this proposal.

THE UNDERSIGNED HEREBY:

Acknowledges that they have read the above specific terms and conditions and agrees to abide by them unless otherwise noted on the exceptions page. (This page must be returned with proposal submission).

THE UNDERSIGNED HEREBY:

Acknowledges that they have read the above general terms and conditions and agrees to abide by them unless otherwise noted on the exceptions page. (This page must be returned with proposal submission).

Company: _____

Authorized Signature: _____

Printed Name: _____ **Date:** _____

**Angleton ISD
1900 N. Downing
Angleton, TX 77515**

IV. EXCLUSIONS

If the vendor has any exclusion(s) or deviation(s) that have not been previously noted, please identify such in the space below.

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Angleton ISD
1900 N. Downing
Angleton, TX 77515

VI. FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, 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

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 of a felony:

Signature of Company Official:

- C. My firm is owned or 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:

Angleton ISD
1900 N. Downing Road
Angleton, TX 77515

VII. AFFIDAVIT OF NON-COLLUSION

The undersigned certifies that the proposal documents (including terms and conditions) contained in the proposal have been carefully checked and are submitted as correct and final. If proposal is accepted (within 90 days unless otherwise noted), vendor agrees to furnish any and/or all items upon which prices are offered and upon conditions contained in the general conditions and specifications.

I affirm that the foregoing proposal submitted by _____ hereinafter called "Vendor" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute the same. Vendor affirms that they are duly authorized to execute a contract with terms outlined in the RFP, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other Vendor, and that the contents of this proposal as to prices, terms and conditions of said proposal have 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.

Name and Address of Vendor:

Telephone Number _____

Fax Number _____

Signature: _____

Name (typed/printed): _____

Title: _____

Date: _____

Angleton ISD
1900 N. Downing
Angleton, TX 77515

VIII. CERTIFICATION SHEET

Company Name _____

Mailing Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email address _____

In business under present name _____ year _____ months

COMPLETE THE APPROPRIATE SECTION BELOW:

RESIDENT Vendor

“Resident Vendor” 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 VENDOR”:

MR. MRS. MS. _____

(Circle One)

NAME (Please Print)

POSITION _____

SIGNATURE _____ DATE _____

OR

NONRESIDENT VENDOR

“Nonresident vendor” refers to a person who is not a resident.

IF YOU QUALIFY AS A “Nonresident vendor”, you must furnish the following information:

What is your resident state? (the state where your principal place of business is located.)

Does your “residence state” require vendors 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 the amount of percentage? _____%

I CERTIFY THAT MY COMPANY IS A “NONRESIDENT VENDOR” AND THE ABOVE INFORMATION IS TRUE AND CORRECT:

MR. MRS. MS. _____

(Circle One)

NAME (Please Print)

POSITION _____

SIGNATURE _____ DATE _____

Angleton ISD
1900 N. Downing Road
Angleton, TX 77515

In order for a proposal to be considered, the following information must be provided.

IX. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY & VOLUNTARY EXCLUSION

This certificate is required by the regulations implementing Executive Order 12549, Department and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-47330). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

- 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, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this

Organization Name

PR/Awards# or Project Name

Name and Title of Authorized Representative (Typed or Printed)

Signature of Authorized Representative

Date

Angleton ISD
1900 N. Downing
Angleton, TX 77515

X. AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin, and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure no-discriminatory employment practices.

Signature

Date

Printed Name & Title

Company Name

**Angleton ISD
1900 N. Downing
Angleton, TX 77515**

XI. REFERENCES

In order to ensure vendor reliability, financial stability, product quality and delivery record, the District requests (see proposal specifications if required) that the vendor provide references in the space below to verify such criteria.

Reference	Telephone	Contact Person
-----------	-----------	----------------

Reference	Telephone	Contact Person
-----------	-----------	----------------

Reference	Telephone	Contact Person
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Reference	Telephone	Contact Person
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Reference	Telephone	Contact Person
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Angleton ISD
1900 N. Downing
Angleton, TX 77515

XII. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Companies that have been certified by the Texas General Services Commission (GSC) as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Check the appropriate box below:

- ➔ I certify that my company has been certified by the Texas General Services Commission as a HUB and I have included a copy of our HUB certification with the proposal.
- ➔ My company has NOT been certified by the Texas General Services Commission as a HUB.

Signature: _____

Typed Name / Title: _____

Company Name: _____

Angleton ISD
1900 N. Downing
Angleton, TX 77515

XIII. NO PROPOSAL NOTIFICATION

Please complete this page only if submitting a no proposal response and return prior to the proposal opening. Check the appropriate box below:

Check the appropriate box below:

- 1. We have chosen not to submit a proposal for the reason listed below but wish to remain on the proposal list (understanding that we will not be an approved vendor).

- 2. The products/services we represent should be listed in another category.
(Specify) _____

- 3. We wish to be removed from the proposal list for the reason listed below.

Company Name: _____
Mailing Address: _____
Phone Number: _____ Fax Number: _____
Email Address: _____
Website Address: _____
Signature: _____
Typed Name/Title: _____

Mail to:

Angleton Independent School District
Attention: Connie Cox
1900 N. Downing Road
Angleton, TX 77515

Failure to return this no proposal notification or an actual proposal response will result in the removal of your company from the proposal and/or vendor list.

Angleton ISD
1900 N. Downing
Angleton, TX 77515

XV. CONFLICT OF INTEREST QUESTIONNAIRE

The following form, Conflict of Interest Questionnaire (CIQ), must be completed and submitted to the District. This document must be filed with the District in compliance with Texas Local Government Code Chapter 176 requiring all vendors to disclose the contained information.

It is necessary for the District to obtain and retain documents from the vendor which clearly indicates there is no conflict of interest for any product(s) and/or service(s) offered/provided to AISD. This form must be on file with the Business Office in order for the District to continue doing or begin doing business with your company.

Please mail the completed form to Angleton ISD Attention: Connie Cox, 1900 N. Downing, Angleton, Texas 77515. If you have any questions, please feel free to contact Connie Cox at (979) 864-8045 or email at ccox@angletonisd.net.

Pertaining to the CIQ form, the following is a list of Local Government Officers of Angleton ISD.

Tommy Gaines	Board of Trustees President
Kimi Hunter	Board of Trustees Vice President
Dana Tolbert	Board of Trustees Secretary
Heather Brewer	Board of Trustees Member
Justin Journeay	Board of Trustees Member
Michael Stroman	Board of Trustees Member
Mike Sillavan	Board of Trustees Member

Angleton ISD
1900 N. Downing
Angleton, TX 77515

XVI. INSTRUCTIONS FOR COMPLETING FORM CIQ

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) who is trying to do business with the District. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with Angleton ISD must complete this form. Also state company name.
2. Check box if the form is an update to a form previously completed. Updates are required by law by Sept. 1 of each year in which the person submits a proposal, or begins contract discussions or negotiations with the District. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a AISD employee or school board member who may make recommendations to the district regarding expenditures of money. Name the district officer with whom you have a relationship; if there is no relationship in question, state "None". Answer questions A, B, C, and D with "Yes" or "No", as applicable.

Signature box: Date and sign the form. A signature is required from the person completing the form even if "No" is entered in Box 3 A, B, C, or D.

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

Adopted 06/29/2007

Form

W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

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: <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:

- 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
- 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
- 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.

Sign Here	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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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 ¹	Generally, exempt payees 1 through 7 ²

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, 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. 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 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 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴
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

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

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

³ You must show your individual name 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.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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, payors 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.