

**RFP Q&A #2017-001**

**Anthony Independent School District  
840 Sixth Street  
Anthony, Texas 79821  
Request For Proposal (RFP)  
FOR: RFP #2017-001**

**Video Surveillance**

**Date of Issue: February 17, 2017**

**You are invited to submit a Proposal for a District wide Video Surveillance System for Anthony Independent School District (AISD).**

The District recommends you either hand-deliver the RFP response to the Business Office, have it delivered by a courier type service, such as FedEx or UPS, etc., with a recipient's signature and documented time of delivery to:

**Anthony ISD**  
840 6<sup>th</sup> Street  
Anthony, Texas 79821

Proposals received at the AISD Business Office after the time and date specified below will not be considered and will be filed unopened. Anthony ISD shall not be held liable for late proposals.

Oral, e-mail, or telegraphic proposals transmitted via the District's facsimile machine are not acceptable. **DO NOT FAX YOUR SUBMISSION.**

**SUBMIT ONE ORIGINAL AND THREE (3) COPIES OF PROPOSAL unless otherwise indicated in the specifications.**

**PLEASE SUBMIT PROPOSAL NO LATER THAN 2:00 P.M. LOCAL TIME ON MARCH 29, 2017. Mark your sealed envelope in the lower left hand corner with RFP #2017-001, Company Name, time, and due date, as noted above. (Should the district close for unforeseen reasons (force majeure) on the date the solicitation is due, the above referenced date should be changed to 2:00 P.M. the first subsequent date the district is open to conduct business.)**

**This proposal is for a district wide video surveillance system for Anthony ISD.**

The RFP response **MUST** be signed by an individual authorized to contractually bind the firm submitting the Response. A failure to sign the Response will cause it to be rejected as NON-RESPONSIVE. Responses must give full firm name and address of Proposer. Person signing the Response should show title or authority to bind his/her firm in a contract.

**ANTHONY INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

Ana Zúñiga, Finance Director

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You are representing to Anthony ISD that you are authorized to submit this proposal by signing below.

Proposal submitted: (Circle One) YES NO BID

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

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

**Anthony Independent School District  
840 Sixth Street  
Anthony, Texas 79821  
Request For Proposal (RFP)  
FOR: RFP #2017-001**

**Video Surveillance**

**Timeline**

Advertisement in Newspaper	February 17 and 24, 2017
Release RFP	February 17, 2017
On-site Visits	March 8, 2017
Deadline for Letter of Intent	March 20, 2017 @ 12:00 p.m.
Deadline for Questions	March 20, 2017 @ 12:00 p.m.
Deadline for Submission of Proposal	March 29, 2017 @ 2:00 p.m.
AISD Internal Review	April 7, 2017
Recommendation to Board	April 19, 2017

**Anthony Independent School District**  
**840 Sixth Street**  
**Anthony, Texas 79821**  
**Request For Proposal (RFP)**

**Video Surveillance**

*The District reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the District to pay any costs incurred by respondents in the preparation and submission of a proposal. The District reserves the right to negotiate equipment specifications regardless of the proposal design. Furthermore, the RFP does not obligate the District to accept or contract for any expressed or implied services.*

**Introduction**

The Anthony Independent School District (AISD) serves approximately 880 students and serves three campuses, Anthony High School, Anthony Middle School and Anthony Elementary.

This is a request for proposal and not a competitive bid pursuant to Texas Education Code (TEC) Subchapter B: Section 44.031 (a)(3).

The AISD is requesting proposals for the development of a system-wide video surveillance solution applicable to all District facilities. Such a solution shall be used to monitor movement in and around all buildings and/or surrounding properties including but not limited to parking lots, storage buildings, fenced lots, etc.

The system shall be used to support District crisis management protocols and may be used in concert with other entities outside of the District. The solution shall include a vision for the establishment of an enterprise architecture structure as it relates to the safety and security of District students and personnel, understanding locally adopted policies, and understanding how the organization can administer and manage such a system.

**Scope of Work**

The Anthony ISD prefers the following elements to be included in its video surveillance system. The video capture, storage and distribution of images shall be done using a series of IP cameras and networked control and/or storage devices. Users of the system shall be able to connect to these servers via the District's network to retrieve both live and archived images. Users shall be able to access the video images from any computer connected to the District's network.

Vendors should provide a turn-key solution including, but not limited to, cameras, cabling, mounting hardware, storage, licensing, installation, documentation, technical assistance, maintenance, and training. The installation of cameras and related equipment shall be managed under the supervision of the Technology Director for AISD. Supplies, equipment, and material specifications referenced in this RFP are minimum standards established by the District.

As the network continues to grow, the design solution should address capacity, features, and functionality to optimize performance. Proposers should evaluate the current core infrastructure environment available in the District, and propose a solution that is optimized to run on a 10 Gb backbone with 1 Gb to the desktop where applicable.

The solution shall include a minimum of the following specifications:

### **General**

- Continuous sensor, motion sensor, and recording of both
- Variable sensitivity activity detection
- Remote trouble-shooting, configuration, system health monitoring, and notification
- Utilize the District's existing LAN/WAN infrastructure for access to camera and server user interface
- Allow for an expanded number of servers, cameras, and user accounts to be configured into one logical enterprise implementation with a single Graphical User Interface (GUI)
- Allow for a single management point for user ID maintenance and configuration
- Provide for a "live view" of any camera included in the video network
- Coordinate with District staff to identify appropriate locations and technology to fulfill the stated intent of this project. Diagrams and/or maps of District facilities will be provided to assist the vendor in camera placement
- Utilize LAN/WAN, intranet, and/or Internet for delivery of interface to users using standard TCP/IP ports
- Allow IP cameras' Live View functions to be configured to minimize impact of video feed to minimally impact network bandwidth

### **Camera**

The vendor shall describe the cameras proposed to meet the requirements and locations applicable to each District facility.

- Cameras 1.3 megapixel minimum
- Dual shutter function to capture images in various lighting/environments; auto-back focus
- High-quality lenses with auto-iris technology and color or day-to-night functionality; optimizes image quality in a variety of lighting conditions; wide dynamic; proof required of optimization in backlit situations
- Digital Pixel System (DPS) image sensor technology
- The industry's best available encoding technology; delivers excellent imagery with optimal use of network bandwidth
- Power over Ethernet (PoE)
- Vandal-resistant/proof, weatherproof housing and extended temperature support
- Real-time video compression with H.264 at 720P/10 fps/ > 14 days

### **Storage/Management**

- Storage shall be high compression with minimal loss of clarity
- Video routing to District centralized data center
- Single/multiple storage system – vendor solution should define best practice applicable to District
- Rack mount UPS; up-time 15 minutes for cameras
- Runs on Microsoft Windows Server 2008/64R2
- Prefer virtualized server configuration; compatible with VMWare

### **Cabling**

- Belden CAT 5E/6
- Plenum; if applicable to location
- Leviton patch panels, inserts, related hardware
- Panduit wire management
- Patch cables

### **Installation**

- Horizontal cabling per EIA/TIA Standards
- Cable routing; install to specified rack in designated closet
- Fire-stopping of all necessary telecommunication items penetrations
- Cables tested, certified, documented results
- Hard-copy documentation to include, but is not limited to, pathways, tests, labels, etc.
- Labeling convention will meet specifications outlined by the District; determined prior to installation
- Disposal of materials and/or clean-up of District affected facilities
- Occurs after regular school hours and/or weekends

### **District Provided Information**

The District will provide:

- Any campus drawings, with IDF and MDF locations; distances
- Any technical information on current or planned systems
- Interviews with any staff member in the technology department
- Scheduled facility tours/site surveys/network access

### **Site Surveys/Network Evaluation**

For design purposes, the vendor has the option to schedule an onsite inspection and network evaluation of the District facilities prior to submitting a proposal and not compromising the submission deadline to determine what existing networking capabilities are installed, including networking components, location of wiring closets and MPOE (Main Point of Entry) points for all feeds, and documenting inventory. It is the responsibility of the vendor to schedule the appointment in a timely manner.

Site surveys shall be scheduled to provide clarity to the vendor of existing facility infrastructure.

The awarded vendor shall include a description of the planned work for the following items along with any associated costs identified in the proposal document:

### **Design Solutions**

The solution must include the complete costs of installation with its proposal and must itemize these costs. The vendor must also include a timeline for installation with its proposal. All portions of the proposal shall be in *editable electronic format*.

**Project Management:** Describe the expertise and resources that will be used by the vendor to manage the project from beginning to end. Identify the stages of implementation and management, detailed timelines and benchmarks that will be accomplished during this project.

**Implementation Timeline:** Describe the project schedule timelines from initiation to the closeout phase of the project.

**Preparation:** Identify the physical site preparation needed to accommodate each site's system. The vendor shall be required to obtain permission from the District prior to cutting into or through any part of a building structure, including, but not limited to, drywall and internal fixtures such as desks, wall units, etc. The vendor shall be responsible for any damage, repair or clean-up costs associated with the project. The vendor must return all District property to a state consistent with its pre-existing condition within seven (7) business days following completion of the project. Should the vendor not have clean-up and repair complete within the designated time period, the District reserves the right to complete the clean and repair work itself and charge the costs incurred against its payment owed for the contract. The District may also file a claim against the vendor's proposed account for these costs.

**Installation and Configuration:** Install and connect the physical devices at each site. Configure each component in coordination with the AISD Technology Department to provide the services determined.

**Training:** Describe the training that will be included for users, staff, and technicians. Provide recommendations for the District to support the technology infrastructure and systems being installed including: skills, roles, responsibilities, required certifications or skill set and procedures. Include the training of District staff to properly support these new components to the infrastructure.

**Documentation:** Describe what documentation will be provided about the entire system for maintenance, troubleshooting, changing configurations and any other necessary functions.

**Vendor Experience:** Describe your organization's K-12 experience with video surveillance systems/projects and the resources that will be used on this project. K-12 experience is a mandatory requirement for consideration of your organization's proposal. *All vendors must submit documentation verifying the vendor's Department of Information Resources (DIR), BuyBoard, or TIPS/TAPS Purchasing Cooperative status, and meet all requirements mandated by Texas Occupations Code Chapter 1702 related to video surveillance.*

**Service and Warranty:** Describe warranties, guarantees, help desk offerings and other support that will be available during and after this project. Supply a detailed list of service level agreements offered by your organization. The description should include scope of service and annual charges to support and maintain the new system.

**Total Cost of Ownership:** Identify the total cost of ownership on a District-wide basis for a ten-year period. Define the limits of performance of the installed systems that the District will realize after implementation.

**Network Architecture:** Describe required VLANs or other network architectural considerations necessary to implement your organization's solution. Describe requirements for the District's network and security infrastructure that are necessary for your solution to provide optimum performance.

**Quality of Service:** Describe quality of service requirements for the network and security infrastructure.

**Security:** Describe the structure of your solution to provide maximum security feature sets and recommend improvements of existing practices.

**References:** All proposals will include three (3) references for systems similar to that proposed to the District. Contact information, titles, telephone numbers, and email addresses of the people directly involved with similar implementations should be included.

**Summary:** All proposals should include a summary document that clearly articulates the design, standards, specifications, and security features of the proposed system.

**E-Rate SPIN:** Future expansion may include E-rate eligible components. Each bidder must submit a valid SPIN number with their proposal and provide any services under the regulations and guidelines of the Universal Services E-rate Program.

## **Requested Services and Deliverables**

The following deliverables are to be provided by the vendor. Additional deliverables may be identified during discovery.

- Reporting recommendations should be specific to the AISD design solution; engineering data, equipment specifications, OS versions, etc.
- Visio or similar drawings of locations or counts of network equipment
- Detailed pricing structures by unit, in electronic format
- Any information regarding warranty must be presented in electronic, searchable format
- Detailed unit technical information
- An assessment statement of the feasibility of at least ten years of the equipment being viable to the district, without the need of physical upgrades or replacement.

## **Letter Of Intent**

Vendors wishing to submit proposals are required to provide a written/electronic letter of intent. The RFP coordinator must receive this letter no later than the date and time specified above. Vendor contact information on company letterhead is the preferred method of submission. Electronic or scanned copies of the submission are acceptable and preferred. The primary contact's Email address and telephone number are required for all correspondence.

Submission of the letter of intent to propose constitutes the vendor's acceptance of the procedures, evaluation criteria, and all administrative instructions of this RFP. Letter may be withdrawn at any time before the deadline for submission.

## **Questions Regarding RFP**

Vendors who request information or clarifications of the RFP may submit written, electronic questions to Alex Ramirez, Network Administrator, [aramirez@anthonyisd.net](mailto:aramirez@anthonyisd.net) and Ana Zuniga, Finance Director, [azuniga@anthonyisd.net](mailto:azuniga@anthonyisd.net) through **12:00 p.m., Monday, March 20, 2017**. Written, electronic copies of the questions and responses will be provided to all vendors who have submitted letters of intent.



## Proposal Preparation

### General Information

Failure to comply with these instructions may result in your proposal being removed from consideration.

Vendors must prepare all proposal information in electronic format, including, but not limited to the following documents: general proposal, pricing spreadsheets, warranty information, and unit technical information at vendors cost.

### Proposal Submission

Letters of intent to file a proposal must be received by **12:00 p.m. March 20, 2017**

Please submit proposals no later than at **12:00 p.m. on Wednesday, March 29, 2017. Proposals received after after 2:00 p.m. will not be considered.**

All proposals submitted will be the property of the District and will not be returned.

All portions of the proposal shall be submitted electronically; copies are not required. *This does not eliminate the required instruction of unit pricing submitted in spreadsheet format.*

### Evaluation Process

#### Evaluation

All proposals must be received prior to the deadline. The Technology Director and an evaluation committee will read and evaluate each proposal. The evaluators will consider how well the proposed solution meets the needs of the District. It is important that proposals be clear and concise. The evaluation process is not designed to simply award the contract to the lowest vendor. Rather, it is intended to help the District select the vendor with the best combination of attributes, including price, based on the evaluation variables.

Special consideration will be provided to any solution that achieves District objectives while addressing utility/reclamation of existing infrastructure equipment.

#### Award Criteria and Vendor Attributes

Factor		Weight
1.	Purchase Price	10 pts
2.	The reputation of the vendor and the vendor's goods and services	10 pts
3.	The quality of the vendor's goods and services	10 pts
4.	The extent to which the goods or services meet the District's needs	10 pts
5.	The vendor's past relationship with the District	10 pts
6.	The total long-term cost the District to acquire the goods or services	5 pts
7.	Any other relevant factor specifically listed in the request proposals	5 pts

## Standard Terms and Conditions

Items listed below apply to and become a part of the terms and conditions of this proposal unless superseded by any supplemental specifications or special conditions enclosed or attached hereto, in which case the attached or enclosed conditions will prevail.

- Proposals must be received by the AISD Finance Director by the date and hour specified. No fax copies will be accepted.
- Any catalog, brand name, or manufacturer's reference used in the proposal is descriptive and not restrictive. Such reference is intended to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than enclosed specifications, proposal must show manufacturer, brand, model, a complete description, etc. of item being offered.
- No right or interest in this contract shall be assigned or delegation of any obligation made by vendor without the written permission of the AISD. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- Prices quoted should be F.O.B. destination, assembled and installed. The title and risk of loss of the goods shall not pass to buyer until buyer actually receives and takes possession of the goods at the point or points of delivery specified.
- AISD assumes no liability for goods delivered in damaged or unacceptable condition. The vendor must handle all claims with carriers, and in the case of damaged goods, shall provide for replacement goods immediately upon notification of damage at no additional cost to AISD.
- Vendor guarantees equipment or product offered will meet or exceed specifications identified in this proposal invitation. The vendor shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to AISD. If at any time, the equipment or product cannot satisfactorily meet the requirements of the AISD, the vendor shall promptly remove such equipment or product without any further expense to the District.
- Vendor warrants that the product(s) sold to AISD shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product does not conform to OSHA standards, AISD may return the product for correction or replacement at the vendor's expense. In the event the vendor fails to make the appropriate correction within 90 days, correction made by the District will be at vendor's expense.
- When delivery delay can be foreseen, the vendor shall give prior notice to the authorized purchasing agent, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The vendor must keep the authorized purchasing agent informed at all times of the status of the order. Default on promised delivery, without acceptable reasons, or failure to meet specifications authorizes the District to

purchase goods elsewhere and charge any increase in cost and handling to the defaulting vendor. Every effort will be made by AISD to locate the goods at the same or better price than originally contracted.

- Delivery shall be made during normal school hours and at a designated location unless prior approval has been obtained from authorized district personnel.
- AISD is exempt from federal excise, state, and local taxes. Do not include tax in any proposal totals. A tax exemption certificate will be furnished upon request.
- Invoices shall be sent directly to the AISD Business Office, Attn: Accounts Payable, 840 Sixth Street Anthony, Texas 79821. Payments are processed after the Business Office has been notified that the items have been received in good condition and no unauthorized substitutions have been made. Invoices must detail the items delivered and must reference the Anthony ISD Purchase Order number.
- If insurance and/or worker's compensation is required by AISD for any proposal item(s), proof of insurance and /or worker's compensation should be submitted. The District reserves the right to review all insurance policies pertaining to proposal item(s) to guarantee that the coverage is obtained by the vendor and is effective and in force on the date of this agreement.
- The agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the state of Texas.
- Both parties agree that venue for any litigation arising from this agreement shall lie in El Paso County, Texas.

### **Payment Terms**

- AISD will not provide any payment, partial or full, any earlier than 30 days after AISD accepts the work performed under the contract. AISD reserves the right to withhold payment in circumstances outlined in the contract terms.

### **Contract Terms**

- Vendors shall adhere to all federal, state, and local laws, statutes, ordinances, and regulations that apply to this proposal and subsequent contract(s), including but not limited to, Equal Employment Opportunity Commission (EEOC) and the Occupational Safety and Health Act (OSHA) as applicable to this contract.
- The selected vendor will be responsible for obtaining and paying for all permits and licenses required to complete the work.
- The awarded vendor agrees to defend, indemnify and hold AISD, its officials, employees, contractors and agents harmless from any and all claims, suits, actions, damages, causes of action, or attorneys' fees,

arising from any personal injury, loss of life, or damage to persons or property sustained by reason of or as result of the negligence or omission of the vendor, its employees, agents, contractors or assigns.

- It shall also be understood and agreed that by the submission of a proposal, the vendor, if awarded a contract, shall defend, indemnify and hold the District and any of its official, employees, contractors and agents harmless from and against any and all damages, that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as a result the use of such articles by AISD or any of its officials, employees, contractors or agents, and of which articles the vendor is not the patentee, assignee, licensee, or owner or lawfully entitled to sell the same.

### **Proposal Withdrawal/Contract Default**

- **Proposal withdrawal** – Proposals may be withdrawn by the vendor at any time prior to the time set for the opening. Such request must be in writing. All proposals submitted shall be valid for a period of ninety (90) calendar days from the date of the proposal opening.
- **Inability to Perform** – Once a contract has been entered into by the vendor and the District, the vendor shall make every effort to provide and maintain the appropriate staff, materials, vehicles, and facilities required to complete the proposed services purchased by AISD. The vendor shall provide the District in writing any variance from the agreed quality, quantity, and time required by the contract. Once received, AISD reserves the right to modify or cancel the contract.
- **Default** – If the vendor fails to fulfill its completion of work obligations under the contract in a professional and timely manner, or otherwise violates the terms of the contract, AISD shall have the right to terminate the contract if the vendor has not cured the default after receiving seven (7) days written notice of the performance issue or other item or default.
- Notwithstanding the above, the vendor shall not be relieved of liability to AISD for damages sustained the District as a result of any breach of contract by the vendor. AISD may, in such an event, withhold payments due to the vendor for the purpose of set-off until such time as the exact amount of damages due to the District are determined. The rights or remedies provided for herein shall not limit the District, in case of any default by the vendor, from asserting any other right or remedy allowed by law, equity, or by statute.
- Notwithstanding the foregoing, the vendor shall not be relieved from liability from any acts of malfeasance, misfeasance or wanton or willful misconduct. AISD does not waive any of its remedies or limitations on liability contained in Texas law.
- Neither party shall be held liable for delays associated with acts of God, strikes, acts of public authorities, or other unforeseeable circumstances that could not be reasonably avoided.

## **Other Considerations**

- The scope of the project may be scaled up or down according to the discretion of AISD.
- The work of the project will not directly affect nor interfere with the functionality of the existing infrastructure or live system until the new implementation has been thoroughly tested, documented, and system-ready.
- Upon selection of the vendor, AISD will provide access to any additional documentation or key District personnel as needed.
- The District reserves the right to review résumés and other related credentials associated with vendor staff assigned to the project. The District may exercise its option to disapprove the assignment or reassignment of vendor personnel associated with this project.



# Anthony Independent School District

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## VENDOR REGISTRATION INFORMATION AND INSTRUCTIONS

### *Vendor Registration Form (Required)*

- This form includes contact information and principal place of business for vendor. Without this information the District will be unable to communicate with you.

### *Felony Conviction Notification (Required)*

- Texas Education Code, Section 44.034 requires the completion of this form.
- Check one of the options as applicable and if your owner(s) has/have been convicted of a felony please provide a general description of the conduct, sign at the bottom of the form.

### *Suspension/Debarment Certification (Required)*

- Federal Law and OMB Circulars require the completion of this form.
- General instructions are listed on the form itself.

### *Senate Bill 9, Criminal History Record (Required)*

- Texas Education Code requires the completion of this form.
- Instructions: Will your company personnel be on district campuses without escort with a frequency to establish contact with a student? If no, check None of Contractor's employees are covered employees, as defined above. If yes, check some or all of Contractor's employees are covered employees. Only employees in contact with students will require fingerprinting. Sign and date at the bottom of the form.

### *Conflict of Interest Questionnaire (Required)*

- House Bill 1491 requires the completion of this form.
- Instructions: If a business relationship exists, please fill out section 1, 3 and sign/date on the bottom of the document. If NO business relationship exists, please write N/A in section 1, 3 and sign/date on the bottom of the document.

### *W 9, Request for Taxpayer Identification Number and Certification (Required)*

- Department of Treasury-Internal Revenue Service requires completion of this form allowing payment from a government entity.
- General Instructions are listed on the form itself (return only page 1 of W\*9).



# Anthony Independent School District

Attn: Finance Department

A.I.S.D. Vendor Registration Form

Add  Change

**VENDORS, PLEASE COMPLETE**

COMPANY NAME: \_\_\_\_\_ FEDERAL TAXIDNUMBER: \_\_\_\_\_

DOING BUSINESS AS: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAILADDRESS: \_\_\_\_\_

BIDMAILING ADDRESS: \_\_\_\_\_  
STREET ADDRESS/PO BOX CITY STATE ZIP

REMIT ADDRESS: \_\_\_\_\_  
STREET ADDRESS/PO BOX CITY STATE ZIP

**TYPE OF BUSINESS - PLEASE CHECK ALL THAT APPLY**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Retailer           | <input type="checkbox"/> Distributor    | <input type="checkbox"/> Sole Proprietorship  |
| <input type="checkbox"/> Wholesaler         | <input type="checkbox"/> Manufacturer   | <input type="checkbox"/> Partnership          |
| <input type="checkbox"/> Service Firm       | <input type="checkbox"/> Manufacturers  | <input type="checkbox"/> Corporation          |
| <input type="checkbox"/> General Contractor | Agent                                   | <input type="checkbox"/> Private Organization |
|   | <input type="checkbox"/> Sub-Contractor |   |

Historically Underutilized Business: Yes \_\_\_\_\_  
No \_\_\_\_\_

•Asian Pacific - AS Black Owned- BO

If yes, please provide applicable Code (s) and Certificate  
Number \_\_\_\_\_

Hispanic-HI Native American-IA Women Owned-WO

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_

**For AISD Finance Department Use Only**

Vendor ID#: \_\_\_\_\_

Category Code: \_\_\_\_\_ Commodity Code: \_\_\_\_\_ Form 1099 \_\_\_\_YES \_\_\_\_NO

Requested by: \_\_\_\_\_

Approved by: \_\_\_\_\_

Superintendent/CFO/Director of Finance

IT IS STRICTLY UP TO THE VENDOR TO SUPPLY ANY CHANGE OF LEGAL BUSINESS NAME, ADDRESS,  
PHONE NUMBER OR FAX NUMBER- IN WRITING.

ALL SOLICITATIONS ARE ADVERTISED IN THE CLASSIFIED SECTION OF THE EL PASO TIMES NEWSPAPER.

**ANTHONY INDEPENDENT SCHOOL DISTRICT**  
*Felony Conviction Notification*

**All Vendors MUST COMPLETE THE FOLLOWING:**

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*Texas Education Code, Section 44.034, Notification of Criminal History. Subsection (a), states a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or a district 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.*

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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. **Please complete below and sign A, B or C as applicable.**

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Vendor's Name

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Authorized Company Official's Name (Printed)

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

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Signature of Company Official:

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B. My firm is not owned or operated by anyone who has been convicted or a felony:

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Signature of Company Official:

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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) \_\_\_\_\_

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Signature of Company Official



ANTHONY INDEPENDENT SCHOOL DISTRICT

*Suspension/Debarment Certification*

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**All Vendors MUST COMPLETE THE FOLLOWING:**

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Federal Law (A-102 Common Rule; and OMB Circular A-110) prohibits non-federal entities from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and all nonprocurement transactions (e.g. subawards to subrecipients).

Contractors receiving individual awards of \$25,000 or more and all subrecipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

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Before an award of \$25,000 or more can be made by your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency. I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME:

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

Date Signed: \_\_\_\_\_

Printed Name of Company Official Signing Above: \_\_\_\_\_



# Anthony Independent School District

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February 17, 2017

Dear Vendor:

In 2007, the Texas Legislature passed Senate Bill 9 (SB9), which requires review of the criminal histories of school district employees and other persons who have contact with students at school.

SB9 includes a requirement that contractors review the criminal histories of employees who have direct student contact. Contractor employees with certain convictions are prohibited from working at a school district. This URL listed below provides you access to reference material which will enable you to determine whether you or your employees are required to go through the background verification process.

You can access the following documents on the Anthony Independent School District's website at the following URL: <http://www.anthonysd.net/departments/purchasing/index.html>

1. Texas DPS-School Contractor Document Package
2. TASB Criminal History reviews of Contractor Employees
3. AISD Contractor Vendor Certification Form

Completed AISD contractor certification forms are due in the AISD Business Office as a required document in a completed vendor packet. Please note that said verification process is a dynamic process which requires reactive response from the vendor as new employees are hired and assigned to the District.

Should you have any questions please contact Ana Zúñiga, Finance Director, via email at [azuniga@anthonysd.net](mailto:azuniga@anthonysd.net).

Thank you for your cooperation as we work toward compliance with Texas State mandates.

With Regards,

*Ana Zúñiga*

Ana Zúñiga, CPA  
Finance Director



# Anthony Independent School District

## SB 9 Contractor Certification Form

### Criminal History Record Information Review of Certain Contract Employees

**Introduction:** Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

*Covered employees:* Includes all employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

*Disqualifying conviction:* One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of \_\_\_\_\_ (Name of Contractor), I

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Email \_\_\_\_\_

certify that (check one):

None of Contractor's employees are *covered employees*, as defined above.

Or

Some or all of the Contractor's employees are *covered employees*. If this box is selected, I further certify that:

Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

If contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by the Contractor with this certification may be grounds for contract termination.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Anthony Independent School District • 840 Sixth Street, Anthony, Texas 79821

Phone: (915) 886-6500 • Fax: (915) 886-2420

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

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

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

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

Yes       No

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

Yes       No

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

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

**7**

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

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

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

## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you 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

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

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

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS 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 this page), 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 SSA 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, apply for a TIN and 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 U.S. entity that has a foreign owner must use the appropriate Form W-8.



**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), 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 Regulations 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 Regulations 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 2.

\*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, 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 (TIGTA) 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. commonwealths and 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.

# CERTIFICATE OF INTERESTED PARTIES

# FORM 1295

### OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**