

THE BOARD OF TRUSTEES AT  
HENDERSON INDEPENDENT SCHOOL DISTRICT  
OF HENDERSON, TEXAS FORMALLY ISSUES AN

# INVITATION FOR PROPOSALS

FOR THE ACQUISITION OF PRODUCTS  
AND/OR SERVICES RELATING TO:

DISTRICT NETWORK TRANSPORT SERVICES 2019

RESPONSE DUE DATE: March 12, 2019 at 2:00 P.M. Local Time

RELEASE DATE: February 12, 2019

## Background

Henderson Independent School District is a local public-school district serving residents of Rusk County in the state of Texas. Situated in Northeast Texas, Henderson Independent School District furthermore referred to as “HISD” or “district”, serves approximately 3,450 students in grades PK-12.

## Purpose and Intent

The district hereby issues a request for proposals for services pertaining to district network transport services. The district is seeking vendors from which to acquire services.

## Good Faith Statement

All information provided by the district in this procurement document are offered in good faith. Individual items are subject to change at any time. The district makes no certification that any item in this document is without error. The district is not responsible or liable for any use of the information or for any resulting claim.

## USAC E-Rate Program

This request for bids and any resulting contracts or responses are contingent upon funding by the Universal Service Administrative Company’s Schools and Libraries E-Rate program. The district reserves the right to terminate any contracts or responses due to lack of E-Rate program funding. The district will inform the awarded respondent the status of USAC funding commitment decisions pertaining to this procurement. Respondents wishing to respond to this request for proposals must obtain a USAC SPIN number. For more information on the USAC E-Rate Program visit <https://www.usac.org/sl/service-providers/step01/default.aspx>.

## Contract Enforcement and Duration

Respondents should be aware that the terms of any resulting contract to this request for proposals shall be held in full force and effect by the district for a period not to exceed three years from the commencement date of the services.

## Liability

The district shall not be liable to any respondent, person or entity for any losses, expenses, costs, claims, or damages of any kind arising out of, or by reason of, or attributable to, the respondent responding to this procurement document, or as a result of the use of any information, error, or omission contained in this procurement document.

## Governing Law

This procurement document and any responses or resulting contracts shall be governed by the laws of the State of Texas.

## Right to Reject Responses

The district may reject any response not in compliance with all prescribed public procedures and requirements, including its own rules, specifications, and conditions, and may reject for good cause, any or all responses upon finding of the district that it is in the public interest to do so.

## Proposal Evaluation

Responses will be evaluated by the following criteria: (Weighting is not implied by order)

- ◆ Purchase price
- ◆ The reputation of the vendor and of the vendor's goods or services
- ◆ The quality of the vendor's goods or services
- ◆ The extent to which the goods or services meet the district's needs
- ◆ The impact on the ability of the district to comply with laws relating to historically underutilized businesses
- ◆ The total long-term cost to the district to acquire the goods or services
- ◆ Any other relevant factor specifically listed in the request for bids or proposals

The district reserves the right to award a contract in the manner provided by Texas Local Government Code 271.9051.

## Communication

Verbal communication SHALL NOT be effective unless formally confirmed in writing by the specified procurement official in charge of managing this procurement process. In no case shall verbal communication govern over written communication.

Respondent inquires, questions, and requests for clarification related to this procurement document shall be directed via e-mail to:

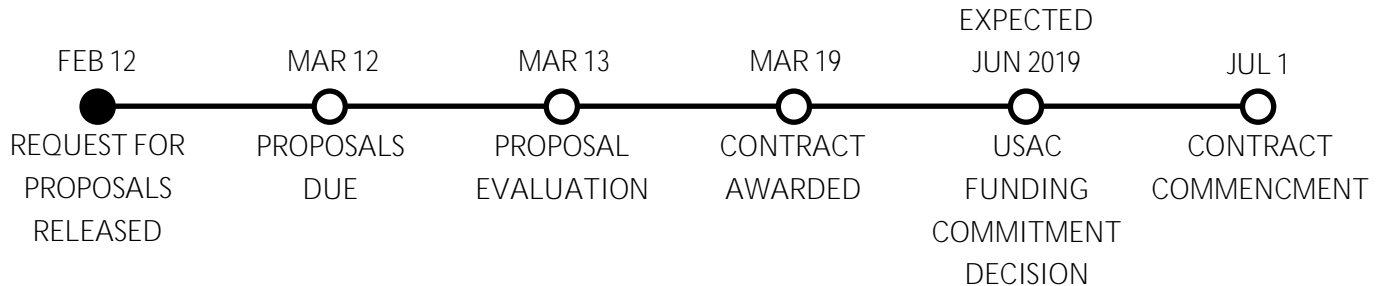
Kevin Bryan  
Designated Procurement Official  
Henderson Independent School District  
E-Mail Address: kbryan@hendersonisd.org

## Taxes

The district is a tax-exempt entity. No state or local sales taxes as well as Federal Excise Taxes shall be included in the respondent's response. Tax exempt documents available upon request.

## Procurement Timeline

The following timeline may be used as a general guide for this procurement. All dates unless otherwise noted fall within 2019.



## Response Submission

Respondents are to submit one (1) original copy of a proposal marked:

District Network Transport Services 2019

Responses must be sealed and delivered to:

Henderson Independent School District  
ATTN: SUPERINTENDENT'S OFFICE  
200 North High Street  
Henderson, TX 75652

Mailed responses shall be delivered to:

Henderson Independent School District  
ATTN: SUPERINTENDENT'S OFFICE  
PO Box 728  
Henderson, TX 75653

E-mailed and facsimile responses are NOT allowed. Submissions must be delivered by 2:00 P.M., local time of due date. Late responses will not be accepted for any reason. All responses received after the due date and time will be returned, unopened.

## Response Format

Respondents should use the attached response form when submitting responses to this procurement document.

## Response Withdrawal

Respondents may withdraw his/her response prior to evaluation by contacting the procurement official stated in this document.

## Boycott Israel Check

The district may not contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of this contract.

## Historically Underutilized Businesses

The district will evaluate a company's designation as a historically underutilized business (HUB) during the selection process of this procurement. If your company is registered as a HUB with the state of Texas, please indicate this in your response to this procurement document.

## Addenda

Any clarification or alteration the district feels it needs to make pertaining to this procurement document will be posted at the same location as this document prior to the due date. It is the respondent's duty to comply with any alterations made in any addenda.

## Substitutions

Requests for approval of substitutions must be submitted to the procurement official at least five (5) business days prior to the due date of this procurement document.

## Quality of Products

Unless otherwise indicated in this procurement document, all products offered and or shipped shall be new, the latest model, and in excellent condition.

## Standard Contract Terms and Conditions

### Certification

By signature on bid document, the vendor certifies that:

- ◆ The vendor has not paid, or agreed to pay, any person, other than bona fide employees, a fee or brokerage resulting from the award of any contract resulting from this bid.
- ◆ The prices in this bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.

### Contract Modification

No modification of this contract shall bind buyer unless a formal contract amendment is executed between buyer and vendor.

### Contract and Purchase Orders

A response to this Bid Document is an offer to contract with the HISD and its members based upon the Item Specifications and the Standard Terms and Conditions contained in the Bid Document. Bids do not become contracts unless and until they are both accepted by the HISD through an Award Letter to the Bidder, and put into effect by the issuance of a Purchase Order(s) signed by an authorized representative of HISD Administration Building.

This contract shall collectively include (1) the General Terms and Conditions and the Item Specifications included in the Bid Document and any subsequent addenda thereto, (2) the bidder's signed Notice of Bid Document sheet and any other data collection sheets included with the Bid Invitation, (3) the bidder's entire response to the Bid Invitation, (4) the bidder's Notice of Award Letter, (5) and any additional terms, conditions, or instructions contained in each individual Purchase Order. The contract shall be interpreted by and governed under the law of the State of Texas in Rusk County.

### Packing and Shipping

If applicable, vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination, freight prepaid, to Henderson Independent School District at the specific address on the purchase order. Delivery of configuration of products shall be made during normal working hours only, 8:00am to 4:00pm, unless approval for late delivery has been obtained.

### No Replacement of Defective Tender

If applicable, every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.

#### Default in One Installment to Constitute Total Breach

If applicable, each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.

#### Warranties

If applicable, vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties.

#### Assignment-Delegation

No right or interest in this contract shall be assigned by vendor without the written permission of buyer, and no delegation of any duty of vendor shall be made without permission of buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for purposes unless made in conformity with this paragraph.

#### Assignment-Claims

Vendor and the Henderson Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the district. Therefore, vendor hereby assigns the district any and all claims for such overcharges.

#### Advertising

Vendor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information as provided by appropriate statutes.

#### Title and Risk of Loss

If applicable, the title and risk of loss of the goods shall not pass to the district until the district actually receives the goods at the point of delivery.

#### Inspection

If applicable, all goods are subject to final inspection and acceptable by the district. Material/services failing to meet the requirements of this contract will be held at 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.

#### Liens

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.

#### Indemnify

Vendor agrees to indemnify and hold the District harmless from any damage or expense whatsoever resulting to the District from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this contract. Upon written requests vendor will defend, at its own cost and expense, any legal action or suit against the District involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Vendor will indemnify Henderson Independent School District against all claims for damages to persons or property resulting from defects in materials or workmanship.

#### Remedies and Applicable Law

This contract shall be governed by Henderson Independent School District and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Rusk County.

#### Conflict of Interest

This contract is subject to cancellation by buyer if any person significantly involved initiating, negotiating, securing, drafting or creating the contract on behalf of Henderson Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

#### Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by any other cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

#### Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

#### Interpretation – Parol Evidence

This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.



#### Compliance of Laws

The final contract must be in compliance with all federal and Texas State laws and regulations and is subject to termination by the Governing Board of the Henderson Independent School District, termination for non-availability of funding and for prepayment, without penalty.

#### Choice of Law

The parties hereby agree that this agreement was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.

#### Infringement

Contractor agrees to protect Henderson Independent School District from claims involving infringement or copyrights.

#### Technical Specifications

Technical specifications define the minimum acceptable standard.

#### Remedies for Non-Performance of Contract and Termination of Contract

If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's delay in the above will constitute the vendor's material breach of contract, whereupon the HISD may terminate the vendor's contract for cause as provided by the remainder of this section.

If any delay or failure of performance is caused by a Force Majeure event as described in the section of this Standard Terms and Conditions document entitled "Force Majeure," the HISD may, in its sole discretion, terminate this contract in whole or part, provided such termination follows the remaining requirements of this section.

Except as otherwise provided for within the Standard Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given

1. at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and
2. an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

Valid causes for termination of this contract will include, but are not limited to:

- A. The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions of the Bid Document.

- B. The vendor delivering any product(s) that fails to meet the Item Specifications included in this Bid Invitation relating to the awarded product(s).
- C. The vendor delivering any substitution(s) of product(s) different than those originally bid and awarded without the written approval of HISD.
- D. The vendor's incomplete response to the Bid Document.
- E. And vendor's noncompliance to any additional terms, conditions, or instructions contained in each individual Purchase Order issued by the HISD.

#### Order of Precedence

In the event of conflict, the following precedence shall prevail:

1. terms and conditions set forth on the face of the contract,
2. provisions set forth on specifications,
3. provisions set forth in Referenced Documents; and
4. the general bidding instructions to bidders.

#### Errors or Omissions

The District is not responsible for any bidder's errors or omissions.

#### Confidential Information

If a vendor believes that a bid, proposal, offer, or specification contains information that shall be withheld from disclosure, a statement advising the procurement officer must be attached and noted on page one of the document.

#### Addendum

In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections to this Bid Invitation will be made by addendum. It is your responsibility to obtain any addenda that pertains to this bid.

## Services

The district wishes to procure the following services:

Leased-lit fiber optic point-to-point layer 2 ethernet connection between the following locations:

1. Henderson ISD NOC Location A to UT Health Science Center at Tyler

Henderson ISD NOC Location A  
200 N High St, Henderson, TX

UT Health Science Center at Tyler  
11937 US-271, Tyler, TX

2. Henderson ISD NOC Location A to Tyler Vault

Henderson ISD NOC Location A  
200 N High St, Henderson, TX

Tyler Vault  
110 N College Ave, Tyler, TX

3. Henderson ISD NOC Location B to UT Health Science Center at Tyler

Henderson ISD NOC Location B  
300 Crosby Dr, Henderson, TX

UT Health Science Center at Tyler  
11937 US-271, Tyler, TX

4. Henderson ISD NOC Location B to Tyler Vault

Henderson ISD NOC Location B  
300 Crosby Dr, Henderson, TX

Tyler Vault  
110 N College Ave, Tyler, TX

The district will choose ONE of the above options that best fits the operational needs of the district.

## Duplex and Speeds

Connection should be full-duplex and a minimum of 500 megabit per second and scalable to a maximum of 10 gigabit per second. The district may choose to increase or decrease the connection speed in increments of one gigabit per second over the term of this contract. (Example: 1Gbps, 2Gbps, 3Gbps, etc.)

## Minimum Service Level Metrics

Proposed connections shall meet, at a minimum, the following metrics:

- ◆ Availability
- ◆ Mean Time to Repair
- ◆ Round Trip Delay
- ◆ Data Delivery Ratio
- ◆ Frame Jitter

### Availability

Service should be available at a minimum of 99.000% monthly.

Eligible hard and service outage minutes will be used to calculate availability. Availability is the total number of eligible outage minutes in a calendar month divided by the total number of minutes based on a 30-day calendar month. Availability excludes customer provided access and customer provided equipment.

### Mean Time to Repair

The monthly average time taken from initial customer notification to restored service due to a hard outage should be at a maximum of 6 hours.

Mean time to repair is an average of the time taken to repair all hard and service level outages after initial notification by the customer or the provider within a given month.

### Round Trip Delay

The round trip delay should be less than 10 milliseconds.

Round trip delay is measured from the time a frame leaves an ingress reference point to the time the frame arrives back at ingress reference point.

### Data Delivery Ratio

The data delivery ratio should be at a minimum of 99.990%.

Data delivery ratio is calculated as the number of test frames that are successfully delivered from an ingress reference point to an egress reference point of the connection.

### Frame Jitter

The frame jitter should be at a maximum of 5 milliseconds.

Frame jitter is measured by the mean deviation of the difference in test frame spacing at the receiver compared to the sender for a pair of test frames.

## Minimum Service Level Metrics (cont.)

### Exclusions

- ◆ Hard outage minutes associated with failure of customer premise equipment
- ◆ Disruptions of metrics due to customer traffic exceeding customer-subscribed bandwidth
- ◆ Scheduled maintenance on the part of the customer, customer contractors or customer vendors
- ◆ Scheduled maintenance on the part of the provider which is within provider maintenance windows
- ◆ Emergency maintenance

### Response and Credits

Respondents should include data related to priority of service and a credit structure for breach of such SLA metrics in their response.

## Equipment

The respondent shall provide and fully maintain all necessary equipment to support the connection including, but not limited to:

- ◆ Switches
- ◆ Routers
- ◆ Cabling
- ◆ Modules and cables to terminate connection at customer premise
- ◆ Other supporting equipment

## Entry at Customer Premises

The respondent will be responsible for all entries and penetrations at customer premises to support the connection.

## Connection to Customer Equipment

The connection from the customer premise equipment to the customers equipment will be the responsibility of the customer. Respondents should include interfaces for both copper and fiber optic connections from customer premise equipment.

# AFFIDAVIT OF BID/PROPOSAL ACKNOWLEDGEMENT and NON-COLLUSION

*BID/PROPOSAL: District Network Transport Services 2019*

The undersigned certifies that the bid/proposal prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid/proposal is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this quote in collusion with any other vendor, and that the contents of this as to prices, terms or conditions of said quotation have not been communicated by the undersigned nor any employee or agent or stockholder to any person engaged in this type of business prior to the official opening of this proposal.

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VENDOR NAME

---

ADDRESS

CITY

STATE

---

PHONE

E-MAIL ADDRESS

---

AUTHORIZED SIGNATURE

PRINT NAME

---

POSITION WITH COMPANY

---

SIGNATURE OF COMPANY OFFICIAL  
AUTHORIZING BID/PROPOSAL

PRINT NAME

---

OFFICIAL'S POSITION

# FELONY CONVICTION NOTIFICATION

*BID/PROPOSAL: District Network Transport Services 2019*

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 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. Please complete the information below: 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 NAME

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AUTHORIZED COMPANY OFFICIAL'S NAME (PRINT)

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

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VENDOR SIGNATURE PRINT NAME

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

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VENDOR SIGNATURE PRINT NAME



FELONY CONVICTION NOTIFICATION (continued)

*BID/PROPOSAL: District Network Transport Services 2019*

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

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NAME OF FELON NAME OF FELON

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NAME OF FELON NAME OF FELON

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NAME OF FELON NAME OF FELON

DETAILS OF CONVICTION(S)

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VENDOR SIGNATURE DATE

Contractor is responsible for the performance of the persons, employees and/or subcontractors Contractor assigns to provide services for the Henderson ISD pursuant to this Contract on any and all Henderson ISD campuses or facilities. Contractor will not assign individuals to provide services at a Henderson ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Henderson ISD Administration Building.

## BIDDER'S CERTIFICATION

*BID/PROPOSAL: District Network Transport Services 2019*

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows: Section 1. (a) (2) "Non-resident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state. (3) "Texas resident bidder" means a bidder whose principal place of business is in this state and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state. Section 1. (b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located.

I certify that:

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VENDOR NAME

Choose one:

is a Resident Bidder of Texas as defined in HB 620.

is a Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

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CITY

STATE

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VENDOR SIGNATURE

PRINT NAME

## DEBARMENT OR SUSPENSION CERTIFICATION

*BID/PROPOSAL: District Network Transport Services 2019*

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000. Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§.36).

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VENDOR NAME

---

ADDRESS

CITY

STATE

---

PHONE

E-MAIL ADDRESS

---

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINT)

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VENDOR SIGNATURE

DATE

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor doing business with local governmental entity

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:

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(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.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

## 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>								
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## 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 for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## 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, later.*

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*, later, 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 Pub. 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 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. 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:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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*, earlier.

\*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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.

# DEVIATION/COMPLIANCE FORM

*BID/PROPOSAL: District Network Transport Services 2019*

---

VENDOR NAME

---

ADDRESS

---

CITY

STATE

---

PHONE

E-MAIL ADDRESS

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

No Deviation

Yes Deviations

If yes is checked, please list below.

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VENDOR SIGNATURE

DATE

NO BID NOTIFICATION (if applicable)

*BID/PROPOSAL: District Network Transport Services 2019*

The Henderson Independent School District is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and/or procedures.

I did not bid for the following reason: (PLEASE CHECK ONE OF THE LISTED REASONS)

- Do not supply the requested product
- Quantities offered are too small or too large to be supplied by my company.
- Specifications are “too tight” or written around a particular product. (Please elaborate on this item)
- Cannot bid against manufacturer or jobber
- Time frame for bidding was too short for my organization. on this item. (Please circle one)
- Other \_\_\_\_\_

Please indicate your choice:

- I wish to remain on bid list.
- I do not wish to remain on bid list.

---

VENDOR SIGNATURE

DATE

Certification of No Boycott Israel  
*BID/PROPOSAL: District Network Transport Services 2019*

If vendor is a “company”, as defined in Section 808.001 of the Texas Government Code, vendor certifies and verifies that it:

1. does not boycott Israel and
2. will not boycott Israel during the Term of this Agreement.

This certification is required by Texas Government Code § 2270.002.

Texas Government Code §808.001 states that "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

---

VENDOR NAME

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ADDRESS

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CITY	STATE	ZIP CODE
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PHONE	E-MAIL ADDRESS
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VENDOR SIGNATURE	DATE
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**Only complete the section below if you believe you are not required to provide the certification listed above for the reasons cited below.**

I am not required to provide the certification listed above because (select one):

- I am not a “company” as defined above, pursuant to Texas Government Code §808.001
- This is not an agreement for goods or services to be provided to Henderson ISD

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VENDOR SIGNATURE	DATE
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HENDERSON INDEPENDENT SCHOOL DISTRICT  
*BID/PROPOSAL: District Network Transport Services 2019*  
STANDARD PROPOSAL FORM

THE TERMS AND CONDITIONS STATED IN THIS PROCUREMENT DOCUMENT, IF YOUR PROPOSAL IS SELECTED, CONSTITUTE A CONTRACT BETWEEN YOU, THE BIDDER, AND US, HENDERSON INDEPENDENT SCHOOL DISTRICT. DO NOT SUBMIT ANY PROPOSALS UNLESS YOU UNDERSTAND AND AGREE TO ALL OF THE TERMS OF THIS PROCUREMENT DOCUMENT.

---

VENDOR NAME

---

ADDRESS CITY STATE

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PHONE E-MAIL ADDRESS USAC SPIN #

WITH DEVIATION FROM TERMS (MUST EXPLAIN IN DEVIATION/COMPLIANCE FORM)

VENDORS ARE NOT REQUIRED TO BID ALL OPTIONS ON THE STANDARD PROPOSAL FORM.

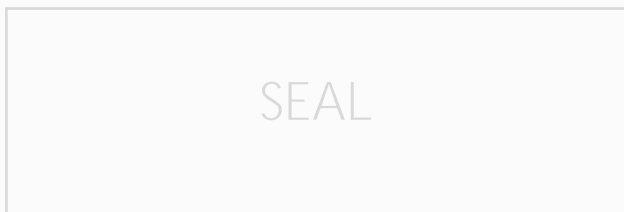
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VENDOR SIGNATURE DATE

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_. I ATTEST THAT THE PRECEDING OR ATTACHED DOCUMENT IS A TRUE, EXACT, COMPLETE, AND UNALTERED COPY OF BID PROPOSAL FORM FOR DISTRICT NETWORK HARDWARE 2019, AN ORIGINAL DOCUMENT.



\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Commission Expiration Date

HENDERSON INDEPENDENT SCHOOL DISTRICT  
 BID/PROPOSAL: District Network Transport Services 2019  
 STANDARD PROPOSAL FORM (cont.)  
 PRICING MATRIX

Option A

Henderson ISD NOC Location A to UT Health Science Center

Fill in the pricing matrix based upon a monthly billing cycle. If unable to provide indicated speed, enter N/A.

	500 M	1G	2G	3G	4G	5G
Month-to-Month Contract (Renewable up to 3 Years)						
1 Year Contract						
2 Year Contract						
3 Year Contract						

	6G	7G	8G	9G	10G
Month-to-Month Contract (Renewable up to 3 Years)					
1 Year Contract					
2 Year Contract					
3 Year Contract					

Special Construction Costs \_\_\_\_\_



HENDERSON INDEPENDENT SCHOOL DISTRICT  
 BID/PROPOSAL: District Network Transport Services 2019  
 STANDARD PROPOSAL FORM (cont.)  
 PRICING MATRIX

Option B

Henderson ISD NOC Location A to Tyler Vault

Fill in the pricing matrix based upon a monthly billing cycle. If unable to provide indicated speed, enter N/A.

	500 M	1G	2G	3G	4G	5G
Month-to-Month Contract (Renewable up to 3 Years)						
1 Year Contract						
2 Year Contract						
3 Year Contract						

	6G	7G	8G	9G	10G
Month-to-Month Contract (Renewable up to 3 Years)					
1 Year Contract					
2 Year Contract					
3 Year Contract					

Special Construction Costs \_\_\_\_\_

HENDERSON INDEPENDENT SCHOOL DISTRICT  
 BID/PROPOSAL: District Network Transport Services 2019  
 STANDARD PROPOSAL FORM (cont.)  
 PRICING MATRIX

Option C

Henderson ISD NOC Location B to UT Health Science Center

Fill in the pricing matrix based upon a monthly billing cycle. If unable to provide indicated speed, enter N/A.

	500 M	1G	2G	3G	4G	5G
Month-to-Month Contract (Renewable up to 3 Years)						
1 Year Contract						
2 Year Contract						
3 Year Contract						

	6G	7G	8G	9G	10G
Month-to-Month Contract (Renewable up to 3 Years)					
1 Year Contract					
2 Year Contract					
3 Year Contract					

Special Construction Costs \_\_\_\_\_

HENDERSON INDEPENDENT SCHOOL DISTRICT  
*BID/PROPOSAL: District Network Transport Services 2019*  
 STANDARD PROPOSAL FORM (cont.)  
 PRICING MATRIX

Option D

Henderson ISD NOC Location B to Tyler Vault

Fill in the pricing matrix based upon a monthly billing cycle. If unable to provide indicated speed, enter N/A.

	500 M	1G	2G	3G	4G	5G
Month-to-Month Contract (Renewable up to 3 Years)						
1 Year Contract						
2 Year Contract						
3 Year Contract						

	6G	7G	8G	9G	10G
Month-to-Month Contract (Renewable up to 3 Years)					
1 Year Contract					
2 Year Contract					
3 Year Contract					

Special Construction Costs \_\_\_\_\_



## PROPOSAL PACKAGE CHECKLIST

*BID/PROPOSAL: District Network Transport Services 2019*

Please use this checklist to ensure you have completed all requirements for this bid package.

- Properly Formatted Bid Response (See “Response Submission” and “Response Format” section)
- Affidavit of Bid/Proposal Acknowledgement and Non-Collusion
- Felony Conviction Notification
- Bidder’s Certification
- Debarment or Suspension Certification
- Conflict of Interest Questionnaire
- Deviation/Compliance Form
- No Bid Notification (if applicable)
- Certification of No Boycott Israel
- Standard Proposal Form (Notarized)
- Service Level Data (Vendor)

Thank you for your interest in providing products and services to Henderson Independent School District!