



Purchasing Department  
2520 W.W. Thorne Blvd., Houston, TX 77073  
Phone 281-985-6141 Fax 281-985-6399  
[bids@aldineisd.org](mailto:bids@aldineisd.org)

### **NOTICE TO PROPOSERS**

ALDINE INDEPENDENT SCHOOL DISTRICT (Aldine ISD) is accepting sealed Requests for Proposals (hereafter referred to as RFP or proposal) for **RESTAURANT, FOOD AND CATERING VENDORS** on a continual basis until **May 31, 2023 at 4:00 pm.**

#### **Respond Immediately**

Although, May 31, 2023 is the latest date to respond, **vendors should submit responses to the proposal immediately to be considered for the approved vendor list.** Each month prior to May 31, 2023, the purchasing department will evaluate and submit vendors for approval by the Board of Trustees.

**If a vendor does not respond, the vendor will not appear on the approved vendor list, and will not be allowed to do business with Aldine ISD.**

#### **Method of Delivery**

Proposals may be delivered in person, emailed, faxed, or by certified mail, or via courier to: [bids@aldineisd.org](mailto:bids@aldineisd.org) or ALDINE INDEPENDENT SCHOOL DISTRICT, ATTN: PURCHASING DEPARTMENT 2520 W.W. Thorne Blvd., M. B. Sonny Donaldson Administration Building, Houston, TX 77073 no later than the **May 31, 2023 at 4:00 pm.**

### **PROPOSAL ENVELOPES MUST BE SEALED AND PLAINLY MARKED:**

<b>PROPOSAL:</b>	<b>Restaurant, Food and Catering Vendors</b>
<b>RFP#:</b>	<b><u>PURCH 1819-1</u></b>
<b>COMPANY NAME:</b>	_____
<b>RECEIVE UNTIL:</b>	<b>May 31, 2023 at 4:00 pm</b>

#### **Disqualified Proposals**

Proposals received later than the specified time, whether delivered in person, emailed, faxed or mailed, will be disqualified and may be returned.

#### **Bid Tabulations**

After the proposal is awarded by the Board of Trustees, a tabulation summary will be posted to the district's website, under "Community", "Vendor Bids", "Bid Tabulations".

[https://drive.google.com/drive/folders/1piL9SEqD7ebG6uLOLeFxaH\\_F1-XSWSeD](https://drive.google.com/drive/folders/1piL9SEqD7ebG6uLOLeFxaH_F1-XSWSeD)

#### **Addenda/Questions**

Responding participants should periodically check the district's website [www.aldineisd.org](http://www.aldineisd.org) for any **addendum clarifications** that may occur prior to the proposal due date. (See, "Community" then "Vendor Bids"). Questions regarding the proposal are to be submitted in writing to [bids@aldineisd.org](mailto:bids@aldineisd.org)

#### **Withdrawing / Retracting Proposals**

Proposals may be withdrawn or retracted for any reason prior to the submission deadline indicated above.

#### **Due Date /Deadline Extensions**

The District, at its discretion, reserves the right to re-advertise and extend the due date and time; any extensions will be indicated on the form of an **addendum**.

Aldine ISD reserves the right to accept or reject any/or all proposals or to make awards as they appear to be advantageous to the district and to waive any and all informalities.

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### Included:

- Form W-9
- Board Awarded Bid Contract

## **1.0 SCOPE OF SERVICES**

### **RESTAURANT, FOOD AND CATERING VENDORS RFP# PURCH 1819-1**

It is the intention of Aldine Independent School District to establish contracts with a wide array of restaurant, food and catering vendors.

Contract awards should not be construed to be a guarantee of either minimum or maximum dollar amounts to be spent. Aldine ISD cannot guarantee the number of times that services will be needed.

#### **Proposal Response (Respond Immediately)**

Aldine ISD will be accepting proposal responses on a continual basis until May 31, 2023 at 4:00 pm.

Although, May 31, 2023 is the latest date to respond, vendors should submit responses to the proposal immediately to be considered for the approved vendor list. Each month prior to May 31, 2023, the purchasing department will evaluate and submit vendors for approval by the Board of Trustees.

If a vendor does not respond, the vendor will not appear on the approved vendor list, and will not be allowed to do business with Aldine ISD.

#### **Performance and Payment Bond Requirements**

A performance and payment bond is not required for this proposal.

#### **Contract Terms**

Contracts will exist from the date of award until June 30, 2024.

#### **Renewal Terms**

There is no renewal term on this contract.

**RFP Evaluation Matrix**  
**Restaurant, Food and Catering Vendors RFP# PURCH 1819-1**

<b>Evaluation Criteria</b>	<b>Notes</b>	<b>100 Maximum Points</b>
1. Purchase Price		30
2. Reputation of vendor and vendor's goods and services.		10
3. Quality of the vendor's good or services		10
4. Extent to which the goods or services meet the district's needs		25
5. Vendor's past relationship with the district		15
6. HUB Vendor		5
7. Long-Term Costs		0
8a.) Vendor's principal place of business in state		0
8b.) Vendor or parent company employs at least 500 persons in this state		0
9.) Other Factors (completeness of submission)		5

A minimum score of 70 points is required for Board recommendation

**FOR INFORMATION ONLY**

## 2.0 PROPOSAL FORM

### RESTAURANT, FOOD AND CATERING VENDORS RFP# PURCH 1819-1

**Product/Service Description:**

<input type="checkbox"/> Bakery	<input type="checkbox"/> Grocer
<input type="checkbox"/> Caterer	<input type="checkbox"/> Pizza Parlor
<input type="checkbox"/> Food Type/Specialty: _____	<input type="checkbox"/> Restaurant
_____	<input type="checkbox"/> Food Type/Specialty: _____
_____	_____
<input type="checkbox"/> Donut Shop	<input type="checkbox"/> Sandwich Shop
<input type="checkbox"/> Fast Food	
<input type="checkbox"/> Food Truck	
<input type="checkbox"/> Food Type/Specialty: _____	
_____	

**Pricing/Discounts:**

☐ Standard Price/Menu

☐ Percentage Discount \_\_\_\_\_ % (Please enter a % discount, a flat discount, or a % range, EX: 0%, 10%, or 10-25%)

**Delivery:**

☐ Delivery ☐ Pick-up

☐ No Delivery ☐ Other \_\_\_\_\_

**Additional Requirements (Check All That Apply):**

☐ Accept Purchase Orders

☐ Accept Purchase Orders with/Line of Credit ☐ Credit Application Attached

☐ Debit Card – Which Type? \_\_\_\_\_

☐ Membership Required

Explanation/Comments: \_\_\_\_\_

**Are any owners/partners/interested parties an employee of Aldine ISD?** ☐ Yes

☐ No

If yes, complete the conflict of interest questionnaire found on  
<https://www.aldineisd.org/community/vendors/ciq-form-for-vendors/>

**How did you hear about this bid opportunity?** \_\_\_\_\_

---

Signature for agreement to terms and conditions, representations and certifications: (Required)

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

\_\_\_\_\_  
Office Address

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Website Address

### 3.0 GENERAL TERMS AND CONDITIONS

**QUESTIONS** concerning this proposal package shall be addressed to [bids@aldineisd.org](mailto:bids@aldineisd.org).

**PROPOSALS MUST BE SUBMITTED ON THESE FORMS.**

Proposals must be submitted on the ALDINE ISD proposal form in the space provided for pricing. Pricings may be submitted as price ranges and vendor may refer to attachments.

**BROCHURES/PRICE SHEETS**

Brochures and price sheets may be attached and noted on the proposal form.

**QUANTITIES REQUIRED** will be purchased on an “as needed” basis.

**REFERENCES** may be required during the evaluation process

**EVALUATION OF PROPOSALS** It is not the policy of Aldine Independent School District to purchase on the basis of low prices alone. In evaluating submissions, the following considerations will be taken into account to determine the best value for Aldine Independent School District.

Education Code 44.031

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

As a general rule, Aldine ISD may not apply a geographic preference for procurement involving federal funds See 2. C.F.R. 200.319. However, Aldine ISD may apply an optional geographic preference in the procurement of unprocessed locally grown or locally raised agricultural products for use in a Child Nutrition Program. See 2 C.F.R. 210 9 National School Lunch Program), 215 (Special Milk Program for Children), 220 (School Breakfast Program), 225 (Summer Food Service Program), 226 (Child and Adult Care Food Program).

Aldine ISD includes the *criteria for local preference*, but it *does not place a value* in the determination of the weighted value in order to meet both state and federal laws.

**DISCLOSURES:**

**BY SIGNING THIS PROPOSAL**, a proposer affirms that, to the best of his/her knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would anyway limit competition or give them an unfair advantage over other proposers in the award of this proposal.

The conflict of interest questionnaire can be found on Aldine ISD's website [www.aldineisd.org](http://www.aldineisd.org) under "Community" then "CIQ Form for Vendors"- or by using the following link: <https://www.aldineisd.org/community/vendors/ciq-form-for-vendors/>

**PURCHASES** will be put into effect by means of a purchase order(s) upon authorized request and approval. Any additional agreements/or sample contracts to be signed by ALDINE ISD shall be included with the proposal.

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.

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

**BOARD AWARDED BID CONTRACT:** A Board Awarded Bid Contract will be executed if the Aldine ISD Board of Trustees approves the recommended competitive offerings. Section B. of the enclosed Board Awarded Bid Contract must be completed, signed and returned with this proposal. Clarifications, negotiations, if applicable, will become a part of the final executed Bid Contract. Unaccepted deviations indicated will require review and acceptance by Aldine ISD legal counsel with the initiation of specific contracts for services. A bid contract is fully executed when signed by the appropriate Aldine ISD authority.

**SIMILAR CONTRACTS**

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

**TERMINATION OF CONTRACT:** Aldine ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Aldine ISD believes, in its sole discretion that termination is in the best interest of Aldine ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by Aldine ISD as of the termination date if the contract is terminated for convenience of Aldine ISD. Any award under this procurement process is not exclusive and Aldine ISD reserves the right to purchase goods and services from other vendors when it is in Aldine ISD's best interest.

It is understood that the district retains the option to terminate this agreement for any reason at the end of each contract year without pecuniary risk or penalty; or at any point during the contract term with evidence of just cause. The district agrees that it will provide written notice of termination no later than thirty (30) days prior to the end of the contract year or for just cause. The termination will become effective and this agreement shall terminate thirty - (30) thirty days following written notification of intent.

**DEBARMENT AND SUSPENSION**

The District will not contract with or award to any person or company who is debarred, suspended, having proceedings pending ineligibility with the US Government, System for Award Management. The District may rescind / terminate Federal, State, or local funded contracts and or purchases with persons, vendors or contractors who become debarred, suspended, excluded or ineligible during the contracted period.

The vendor shall notify Aldine ISD immediately if / when the awarded individual, vendor, contractor is made aware of debarment, suspension, ineligibility or exclusion at [bids@aldineisd.org](mailto:bids@aldineisd.org), Subject: Debarment Status.

**ASSIGNMENTS AND SUBCONTRACTING:** Bidder understands that the contract may not be assigned, encumbered, pledged, mortgaged, or transferred either in whole or in part without written consent of Aldine ISD.

**NOVATION** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Aldine ISD reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

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

- 1) **Deduct** such charges from existing invoice totals currently due, or
- 2) **Cancel** within thirty (30) days written notification of intent and remove the vendor from the active proposal file for a period of time not less than one (1) year.

#### **INVOICES/PAYMENTS:**

Aldine ISD standard payment terms are net 30 days after receipt of invoice. Vendor may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Vendor's invoices should be sent as a preferred method to the email address: [apinvoicereceipts@aldineisd.org](mailto:apinvoicereceipts@aldineisd.org) or by mail to Aldine Independent School District, Accounts Payable Department, 2520 W.W. Thorne Blvd., Houston, Texas 77073.

Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. If a discount is offered in the proposal, this discount will also apply to all other RFPs that the company has been previously awarded. Vendor's invoices must contain the appropriate Aldine ISD purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Vendor for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

Invoices should be provided to the District in a timely manner. Vendor is requested to invoice the District within 30 days of providing goods and/or services to the District.

In the event a Vendor presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Vendor.

**VENDOR REQUIREMENTS:** Vendor must provide an e-mail address, and accept e-mail orders from authorized buyer having an official Aldine ISD purchase order number. Orders are e-mailed daily.

#### **DISPUTED PAYMENTS TO VENDORS (HB 1476)**

The District will notify vendor of any error or "dispute amount in a vendor invoice within 21 days of receipt with a detailed statement of the disputed amount.



**TAX EXEMPTION**

ALDINE ISD is exempt from payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purpose of tangible personal property

**VENUE**

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

**INDEMNIFICATION -**

To the fullest extent permitted by applicable law, the Proposer and its agents, partners, employees, and consultants (collectively "Indemnitors") shall and do agree to indemnify, protect, defend with counsel approved by the District, and hold harmless the District, and their respective officers, directors, members of the board, partners, employees and agents (Collectively "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind, or description (Collectively "Liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of services, or provision of goods, by contractor pursuant to this contract, or any part thereof, which are caused in whole or in part by any negligent act or omission of the Proposer or, anyone directly or indirectly employed by it or anyone for whose acts it may be liable even if it is caused in part by the negligence or omission of any Indemnatee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnatee. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors shall be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any Indemnatee. The provision of this article shall not be construed to eliminate or reduce any other indemnification or right which the District or any of the Indemnitees has by law.

Proposer shall protect and indemnify the District from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent, or copyright, arising by or out of any of the services performed or goods provided hereunder or the use by Proposer or by the District at the direction of Proposer of any article or material, provided that upon becoming aware of a suit or threat of suit for patent or copyright infringement, the District shall promptly notify Proposer and Proposer shall be given full opportunity to negotiate a settlement. Proposer does not warrant against infringement by reason of the District's design of articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, the District agrees to cooperate reasonably with Proposer and parties shall be entitled, in connection with any such litigation, to be represented by counsel at their own expense.

The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

**INTERLOCAL AGREEMENTS WITH OTHER  
SCHOOL DISTRICTS THROUGH THE CENTRAL  
TEXAS PURCHASING ALLIANCE**

A. Membership. Aldine ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

B. Adoption of Awarded Contracts. In support of this collaborative effort, all awards made by Aldine ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive bidding requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

C. Adopted Contract Management. The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

**STATEMENT OF NONDISCRIMINATION**

It is the policy of Aldine ISD not to discriminate or engage in harassment on the basis of race, color, national origin, sex, religion, age, disability, genetic information, or any other legally protected status in its educational and vocational programs, services or activities or matters related to employment as required by Title VI and Title VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Age Discrimination in Employment Act; Americans with Disabilities Act, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended. This policy also prohibits retaliation against an individual who has made a good faith report of unlawful, discriminatory practices, opposed any unlawful, discriminatory practices or participated in an investigation of any complaint related to an unlawful, discriminatory practice. Inquiries regarding the Aldine ISD nondiscrimination policy in the following areas should be directed to:

**Title IX & Title VI:** Chief Human Resources Officer, 2520 W.W. Thorne Blvd., Houston, TX 77073 281.985.6205

**EEO & ADA (Employees and Public):** Chief Human Resources Officer , 2520 W.W. Thorne Blvd., Houston, TX 77073, 281.985.6205

**Section 504 & ADA (Students):** Assistant Superintendent for Student Support Services, 9999 Veterans Memorial Drive, Houston, TX 77038, 281.985.3794

## 4.0 REPRESENTATIONS AND CERTIFICATIONS

### EDGAR CERTIFICATIONS

Aldine ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR.

The certifications and provisions are required and apply when Aldine ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

The EDGAR Certifications can be found on Aldine ISD's website [www.aldineisd.org](http://www.aldineisd.org) under "About", "Departments", "Purchasing Department" then "EDGAR Certifications".  
<https://drive.google.com/file/d/1tKMXENg-6eZWW5Pv6Eq3CiS-AJfrl6n-/view>

### STATE AND LOCAL CERTIFICATIONS

- A. CERTIFICATION OF PROHIBITION ON CONTRACTS WITH COMPANIES THAT BOYCOTT ISRAEL** I as a contractor and / or my company do not boycott Israel and will not boycott Israel during the term of the contract. (Tex. Gov't §§ 2270.001-.002, 808.001-.006, .051-.057, .101-102.)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies that boycott Israel.

- B. CERTIFICATION OF PROHIBITION ON CONTRACTS WITH COMPANIES DOING BUSINESS WITH TERRORIST ORGANIZATIONS**

I and / or my company does not and will not do business with companies known to have contracts with or provide supplies or services to a foreign terrorist organization. (Tex. Gov't §§ 2252.151-.154.)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies Doing Business with Terrorist Organizations.

- C. CERTIFICATION REGARDING CONTRACTING INFORMATION**

Compliance with Gov't Code 552.372, SB 943: The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this bid or contract if it is valued at more than \$1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance.

**D. CERTIFICATION OF PROHIBITION ON CONTRACTS \$100,000 OR MORE WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES**

I and / or my company does not and will not during the contract term boycott energy companies. (Tex. Gov't Code SB13)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies that Boycott Energy Companies.

**E. CERTIFICATION OF PROHIBITION ON CONTRACTS \$100,000 OR MORE WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM OR AMMUNITION INDUSTRIES**

I and / or my company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against such an entity or association during the contract term. This prohibition does not apply to a sole source proprietorship (Tex. Gov't Code SB19).

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies that Discriminate against Firearm or Ammunition Industries.

**F. CERTIFICATE OF PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE IN THIS STATE (LONE STAR INFRASTRUCTURE ACT).**

If I and / or my company are granted direct or remote access to control critical infrastructure, except for product warranty and support purposes, then I attest that my company is not headquartered in or owned or controlled by citizens of China, Iran, North Korea, Russia, or another country that is designated by the governor as a threat to critical infrastructure or is owned or controlled by a company or other entity that is owned or controlled by citizens of or the government of any such country. (Tex. Gov't Code SB2116)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Lone Star Infrastructure Act.

**ETHICS AND DISCLOSURES**

**A. COVENANTS AGAINST GRATUITIES**

The offeror represents and certifies as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities valued at **\$100.00** or more (in the form of entertainment gifts or otherwise) directly or indirectly to any director, officer, employee, or agent/consultant of the District with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

**B. CONFLICT OF INTEREST QUESTIONNAIRE CERTIFICATION** The Conflict of Interest Questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information see <https://www.ethics.state.tx.us/forms/CIS.pdf>

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.

Who must file and types of Conflicts for Disclosure:

- 1) Trustees, Superintendents and others - Substantial Interest in a Business Entity or real property
- 2) Trustees, Superintendents and others - Interest in real property to be acquired by Aldine ISD
- 3) Trustees, Superintendents and other local officers - Income over \$2,500 from District vendor
- 4) Trustees, Superintendents and other local officers - Gifts over \$100 from a District vendor
- 5) Trustees, superintendents and local government officers – Family Relationships
- 6) District Vendor - Gave income or gifts to a trustee, superintendent or officer, or family relationship

## **BUSINESS STRUCTURE**

### **A. TYPE OF BUSINESS**

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

### **G. CONTINGENT FEE**

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

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

- ☐ Has
- ☐ Has not

paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract (Mark with an "X"):

- ☐ Has  
☐ Has not

- (b) The offeror agrees to provide information relating to (a) above, as requested by the Assistant Superintendent of Finance and, when any item in subparagraph (a) is answered affirmatively, to promptly submit to the Assistant Superintendent of Finance a completed "Statement of Contingent or Other Fees."

#### PARENT COMPANY INFORMATION

- (a) The offeror represents as part of its offer that is (Mark with an "X"):

- ☐ Is  
☐ Is not

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

- (b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's identification Number here: \_\_\_\_\_
- (c) If the offeror is owned or controlled by a parent company, it shall enter in the space below the name and main office address of the parent company and the parent company's Employer Identification Number.

(d)

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

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

Name	Address	Phone Number

## HUB CERTIFICATION

Aldine ISD is committed to diversity and equal opportunity in the procurement of goods and services. In order to ensure this commitment, the district encourages small minority and women business enterprises to certify as a (Historically Underutilized Business) through certifying agencies such as the State of Texas HUB program, City of Houston SBE certification, City of Austin SBE certification, Metropolitan Transit Authority of Harris County (METRO) SBE certification, and Texas Department of Transportation SBE certification.

Please indicate if your company is a certified registered HUB (Historically Underutilized Business).  
(Attach copy of HUB certificate if applicable)

Company Name	Certified HUB		VID Number/ Certification ID	Certifying Agency
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		

## CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (b) Each person signing this offer certifies that:

[ ] He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) above.

[ ] He is not the person in the offeror's organization responsible for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, not attempt has been made to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition and will not participate,

in any action contrary to (a) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a) above.

#### CERTIFICATION OF NON-COLLUSION

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

#### COMMUNICATIONS CERTIFICATION

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

☐ None

- (c) Describe communications in the table below if offeror has had any communications with Aldine ISD employee or Aldine ISD representative.)

Name of Offeror	Name of Aldine ISD Individual	Communication Subject and Date



## FELONY CONVICTION NOTICE FORM

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

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

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

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

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

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

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.
Authorized Company Official's Name (Printed):
A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable. Signature of Company Official: _____
B. My firm is not owned or operated by anyone who has been convicted a felony. Signature of Company Official: _____
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.(attach additional sheet if necessary) Name of Felon(s): _____ Details of Conviction(s): _____ Signature of Company Official: _____

## CRIMINAL BACKGROUND AND FINGERPRINT REQUIREMENT OF CONTRACTORS

State law contains numerous security requirements that school districts and those who do business with the school district must follow.

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

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

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

1. Vendors must **first** have secured an approved contract with an Aldine ISD school or department; (Note: DPS fingerprinting may not be obtained in advance of an Aldine ISD contract.)
2. An approved Aldine ISD contract must be presented to a local L-1 DPS/FBI agency in order to begin the fingerprint process, (512) 424-2365; and to obtain the required completion receipt.
  - a. If the company consists of 1 or 2 individuals, the Aldine ISD Human Resources Department (Iris Toro, 281-985-7570 or Norma Cisneros, 281-985-7190) will provide the persons(s) with a LEE Pass in order to schedule a fingerprinting appointment.
  - b. If the company consists of more than 2 individuals requiring criminal history review, an approved Aldine ISD contract must be presented directly to a local L-1 DPS/FBI agency.
3. Upon FBI/DPS clearance/passing, the cleared individual's name and information must then be submitted to Aldine ISD using the online form on the district's website, [www.aldineisd.org](http://www.aldineisd.org),  
See Vendors or [https://www.aldine.k12.tx.us/secure/affiliate\\_requests/page1.cfm?role=Vendor](https://www.aldine.k12.tx.us/secure/affiliate_requests/page1.cfm?role=Vendor)
4. Questions regarding this process must be directed to Aldine ISD, Human Resources 281-985-7570.

## 5.0 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Before a contract can be executed with Aldine ISD, laws adopted by the Texas Ethics Commission require you to make known all interested parties.

### Definitions:

(a) Business entity includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(b) Interested party means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

1) As required by law, please complete the Texas Ethics Commission, "Form 1295 - Certificate of Interested Parties" *electronically* on the Texas Ethics Commission website:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

- a. Click the "*LOG IN*" button
- b. Click on the words "Click here if you don't have a user ID" to establish a *Business Entity* account

2) After your account is confirmed and verified by Texas Ethics Commission

- a. Log in to your account, Click "Manage My 1295 Forms" to start a certificate
- b. If applicable in the "Contract ID Number" field, reference the Aldine ISD Contract/Bid ID number or Project ID number and a contract/bid description.
- c. Add all interested parties for **your** business entity.

3) Print the Form 1295 and review the form for accuracy (The form should include a filing certification number and date)

4) Include the Form 1295 with your bid/RFP submission

# SAMPLE

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																	
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.		<div style="border: 2px solid black; padding: 5px; display: inline-block;">OFFICE USE ONLY</div>  <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5; pointer-events: none;">Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a></div>																	
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business.																			
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  <span style="color: red;">Aldine Independent School District</span>																			
<b>3</b> 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.  <span style="color: red;">Restaurant, Food and Catering Vendors RFP# PURCH 1819-1</span>																			
<b>4</b>  Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Controlling</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">Intermediary</td> </tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> <tr><td style="height: 20px;"></td><td></td></tr> </table>		Controlling	Intermediary														
Controlling	Intermediary																		
<div style="display: flex; justify-content: space-between;"> <span><b>5</b> Check only if there is NO Interested Party.</span> <span><input type="checkbox"/></span> </div>																			
<b>6 UNSWORN DECLARATION</b> <span style="color: red; font-weight: bold;">Must complete Section 6 after printing.</span>																			
My name is _____, and my date of birth is _____.																			
My address: _____ <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>(street)</span> <span>(city)</span> <span>(state)</span> <span>(zip code)</span> <span>(country)</span> </div>																			
I declare under penalty of perjury that the foregoing is true and correct.																			
Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span>(month)</span> <span>(year)</span> </div>																			
_____ Signature of authorized agent of contracting business entity (Declarant)																			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																			

**6.0 DEVIATION FORM**  
**RESTAURANT, FOOD AND CATERING VENDORS**  
**RFP# PURCH 1819-1**

You must list any and all deviations from the specifications, requirements, and/or terms and conditions.

If no deviations exists please type "NONE REQUESTED"

Substantial deviations may result in your proposal not being awarded.


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

\_\_\_\_\_  
Representative Name (Printed)

\_\_\_\_\_  
Title of Representative

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date

ALDINE ISD PURCHASING DEPARTMENT  
SONNY DONALDSON ADMINISTRATION BUILDING  
2520 W.W. Thorne Blvd.  
Houston, TX 77073

**7.0 NOTICE OF NO SUBMISSION**  
**RESTAURANT, FOOD AND CATERING VENDORS**  
**RFP# PURCH 1819-1**

Aldine ISD would like know why you are not submitting a bid/proposal. Your response will be considered to determine if future changes are

necessary.

Indicate reason(s) for no submission:

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

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

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

Printed Name	Title
Vendor Signature	Date
Company Name	Telephone
Address	Fax
City, State, Zip	Email Address

# 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.

Print or type.  
See Specific Instructions on page 3.

<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 of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <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.  <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) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	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 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>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

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

Sign  
Here

Signature of  
U.S. person ►

Date ►

## 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-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 <sup>4</sup>
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.

## **BOARD AWARDED BID CONTRACT**

There is no guarantee of proposal acceptance, approval or award. All proposal submissions must be appropriately reviewed and evaluated by Aldine ISD.

In the event this proposal is approved by the Board, "SECTION B" of the Board Awarded Bid Contract must be completed, signed and returned with this proposal submission.

Carlotta Nicholas, RTSBA, Director of Purchasing  
2520 W. W. Thorne Blvd., Houston, Texas 77073  
Phone: 281-985-6141 Fax 281-985-6399

## Section A. Agreement Overview

competitive bid contract with Aldine Independent School District for \_\_\_\_\_  
**Bid Contract Name and Number**

from \_\_\_\_\_ thru \_\_\_\_\_.  
**Bid Contract Start and End Date**

**Section B. To be completed by the proposing vendor**

I agree to the terms and conditions within this bid/proposal including any accepted deviations. If unaccepted deviations are contained in the submitted bid proposal, this will be indicated at the bottom of this page. Any unaccepted deviations will require legal counsel review, if/when a contract for specific services is initiated.

Representative Name, Title (Printed)	Phone
Representative Signature	Email Address
Company Name	Date

**Section C. When signed by appropriate authority, this section indicates Aldine ISD execution and approval**

Superintendent of Schools or Designee (Printed)	Title
Superintendent of Schools or Designee (Signature)	Date