



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 **STUDENT AND DISTRICT ACTIVITIES AND VENUES** on a continual basis until **May 31, 2023 at 4:00 pm**, upon which proposals will be opened.

### **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><u>Student and District Activities and Venues</u></b>
<b>RFP#:</b>	<b><u>PURCH 1819-7</u></b>
<b>COMPANY NAME:</b>	_____
<b>DO NOT OPEN 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**

### **STUDENT AND DISTRICT ACTIVITIES AND VENUES RFP# PURCH 1819-7**

It is the intent of Aldine ISD to identify and establish purchasing contracts with group pricing discounts for a wide array of Student Activity Venues conveniently located in and around the Greater Houston Area. Entities responding should offer family-friendly events, attractions and amusements such as but not limited to video games, go-karts, batting cages, miniature golf, bowling and other student and family-friendly activities and venues.

Aldine has over 68,000 students and employs approximately 8,500 individuals.

Activities, events, venues and attractions must be appropriate for students in kindergarten through grade 12. The district is requesting pricing structure and group pricing discounts usually applied to non –profit organizations. The district prefers billing arrangements without a deposit.

This process is a requirement by Texas Education Code and allows Aldine I.S.D. to make purchase contracts on consignment with student event venues. Those responding must provide accurate and complete information required by this solicitation.

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 Term**

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**  
**Student and District Activities and Venues RFP# PURCH 1819-7**

Evaluation Criteria	Notes	100 Maximum Points
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**

**STUDENT AND DISTRICT ACTIVITIES AND VENUES RFP# PURCH 1819-7**

Brochures and price list may be attached. (Please indicate "see attached")

1. List types of events, venues, attractions, amusements and activities offered:

\_\_\_\_\_  
\_\_\_\_\_

2. List group pricing structure:

\_\_\_\_\_  
\_\_\_\_\_

3. List price discounts for Aldine ISD group packages:

\_\_\_\_\_  
\_\_\_\_\_

4. Describe Reservations (Final Changes) / Cancellation Policies:

\_\_\_\_\_  
\_\_\_\_\_

5. Describe Refund Policies:

\_\_\_\_\_

6. How did you hear about this bid opportunity? \_\_\_\_\_

\_\_\_\_\_

Signature for agreement to the terms and conditions, representations/certifications written within this proposal. (Required)

I also agree that any deviation from the guidelines, requirements and specifications, were submitted on the Deviations Form. Once the contract has been signed by both parties, no deviation will be considered without approval. Aldine reserves the right to accept or deny any deviation.

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE DISTRICT MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE TEXAS PENAL CODE.

### 3.0 GENERAL TERMS AND CONDITIONS

#### 3.1.0 APPLICABILITY

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

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

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

#### 3.4.0 PROPOSALS SHALL BE SUBMITTED ON THESE FORMS.

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

#### 3.5.0 ONLY SEALED PROPOSALS ARE ACCEPTABLE.

Faxed or emailed proposals do not meet the sealed proposal requirement and will be disqualified.

**3.6.0 QUANTITIES AND AMOUNT OF SERVICES REQUIRED** are estimated and will be ordered or contracted on an “as needed” basis. Aldine ISD makes no guarantee or commitment of services or quantities to be purchased; the district reserves the right to purchase additional quantities above the stated estimates at the same unit price unless otherwise specified by the bidder.

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

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

**3.9.0 SAMPLES**, when called for, shall be submitted with the proposal per instructions set forth in The Special Terms and Conditions. Samples must be provided free of expense. If required, samples will be returned to bidder at bidder’s expense if reusable after evaluation.

**3.9.1 ADDITIONAL SAMPLES** needed for evaluation shall be delivered within (5) working days from the time the vendor is notified by the Purchasing Department or requesting department.

**3.9.2 SAMPLE ITEMS** may be retained for the purpose of evaluation of continual and comparable quality and workmanship of the delivered items.

**3.10.0 THOSE WHO DO NOT BID** are requested to notify Aldine ISD Purchasing Department by submitting the “**Notice of No Submission**” form.

#### 3.11.0 EVALUATION OF PROPOSALS

It is not the policy of Aldine ISD 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 ISD. 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;
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

**3.11.1 GEOGRAPHIC PREFERENCE** As a general guideline, Aldine ISD will not apply a geographic reference for procurements involving federal funds See 2. C.F.R. 200.319. However, the District 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 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).

### **3.12.0 ETHICS AND DISCLOSURES**

**3.12.1 BIDDER SHALL DISCLOSE** whether he/she or its firm has given, offered to give, intends to give at any time hereafter any economic opportunity, future employment, gift loan, gratuity, special discount, favor or service to a public servant in connection with the bid submitted.

Bidder shall disclose whether any of the school district's board members or administrative executives has any business or familiar relationships with bidder or bidder's principal offices or employees.

**3.12.2 BIDDER SHALL DISCLOSE** any and all relationships that might be a conflict of interest and include such information with the bid.

**3.12.3 BIDDER SHALL DISCLOSE** whether the bid has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would anyway limit competition or give them an unfair advantage over other bidders in the award of this bid.

#### **3.12.4 BIDDER SHALL DISCLOSE GIFTS TO PUBLIC SERVANTS**

Gifts may be construed to have been given to influence the purchasing process or purchase decisions. Texas law makes a gift (an item valued at \$100 or more, cash of any amount, or a negotiable instrument of any value) to a public employee a Class A misdemeanor if the employee is someone who exercises some influence in the purchasing process of the governmental body. (*Texas Penal Code*, 36.09[d] and [h]).

**3.12.5 BIDDER SHALL DISCLOSE INTERESTED PARTIES** Texas [House Bill 1295](#), Government Code 2252 restricts Aldine ISD from entering into certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to Aldine ISD.

### **3.13.0 FUNDING OUT CLAUSE**

Any/all contracts exceeding one (1) year will require a standard funding out" clause. "A contract for the acquisition, including lease, of real or personal property is a commitment of the district's current revenue only, provided the contract contains either or both of the following provisions:

**3.14.0 ALL CONTRACTS AND AGREEMENTS** between merchants and Aldine ISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1995 by the American

Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Fourteenth Edition, 1995 Official Text.

**3.14.1 FORMATION OF OFFER**

A response to this solicitation is a competitive offer to contract with Aldine ISD based upon the terms, and conditions, scope of services, and specifications contained in this request.

3.14.1 Any additional agreements/contract templates to be signed by Aldine ISD shall be included with this proposal offer in blank format; the District will decide whether to use its own Services Contract, the Awarded Vendor's contract or a hybrid version of both contracts.

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

**3.15.0 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.

**3.15.1 MULTIPLE AWARDS** Aldine ISD reserves the right to award contracts to one vendor, multiple vendors or to make no awards.

**3.15.2 CONTRACT EXPIRATION/RENEWALS**

Contracts will expire on the date indicated on the executed contract. Contracts do not automatically renew. If the District extends a renewal offer, a Board Awarded Bid Contract Renewal Offer will be executed by Aldine ISD for a new term.

**3.16.0 CONTRACTS FOR PURCHASE** of specific products will be put into effect by means of an Aldine ISD purchase order(s) upon authorized request and approval.

**3.16.1 CONTRACTS FOR SERVICES** will be put into effect for specific services by means of an Aldine ISD Contract for Services and a Purchase Order.

**3.16.2 SIMILAR CONTRACTS** Resulting contracts from this solicitation will not supersede other Aldine ISD existing similar, specific or future contracts.

**3.17.0 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.

**3.17.1 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.

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

**3.18.1 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.

**3.19.0 CONFIDENTIAL INFORMATION OR TRADE SECRETS (Government Code, Article 252.049).**

If any proposal information is considered to be confidential or a trade secret belonging to the bidder and, if released would give advantage to a competitor or bidder, that information must be marked “CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION”.

**3.19.1 OPEN RECORDS** Aldine ISD is a government entity subject to the Texas Public Information Act, Texas Government Code Chapter 552. Proposals submitted to Aldine ISD may be subject to public information requests after contracts are executed or after completion of any purchases

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**3.20.0 STUDENT DATA SHARING AGREEMENT** All information owned, possessed or used by Aldine ISD that is communicated to, learned, developed or otherwise acquired by a contractor/provider in the performance of services for the District, that is not generally known to the public, will be confidential and covered by the Aldine ISD Data Privacy Agreement. All Contracts put into effect for purchases and services shall agree to the Aldine ISD Data Privacy Agreement. All Contracts put into effect for purchases and services shall agree to the Aldine ISD Data Privacy Agreement.

[https://drive.google.com/file/d/1ZYDG4uehk510iobO4s6ZE-DAuuGIHV\\_E/view](https://drive.google.com/file/d/1ZYDG4uehk510iobO4s6ZE-DAuuGIHV_E/view)

**3.21.0 VENDOR NON-PERFORMANCE**

If at any time the contracted vendor fails to fulfill or abide by the terms and conditions or specifications of the contract, Aldine ISD reserves the right to:

- 1) **Purchase** on the open market and charge the vendor the difference between contract price and actual purchase price, or
- 2) **Deduct** such charges from existing invoice totals currently due, or
- 3) **Cancel** within thirty (30) days written notification of intent and remove the vendor from the active bid file for a period of time not less than one (1) year.
- 4) **Re-bid** the service/product
- 5) **Award** to next lower responsible bidder, if accepted by same
- 6) Aldine ISD reserves the right to reject any or all responses, to waive all technicalities, and to accept the responses determined to be the most favorable to the district.
- 7) Aldine ISD retains the right to utilize cooperative purchasing contracts that may offer a better value to the district

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

**3.22.0 FREIGHT, DELIVERY AND PACKAGING**

The entire contract shall be interpreted as F.O.B. destination with freight charges included in the purchase price (reference 3.7.0). Items shall be identified by school campuses if applicable. Aldine ISD's purchase orders must appear on all bill of ladings, packing slips and on the outside of the

box/packaging. All orders shall be shipped within fifteen (15) days after receipt of order.

DELIVERY NOTIFICATION The Vendor must Notify Aldine ISD Purchasing Department Buyer if the product cannot be shipped within the specified period, allowing the opportunity to secure the merchandise elsewhere.

**3.23.0 GUARANTEES**

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

**3.24.0 PRODUCT SUBSTITUTIONS:**

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

**3.25.0 DEVIATIONS AND ALTERNATES:**

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

**3.26.0 PRICING CHANGES:**

All prices and discount percentages in Vendor's proposal shall be firm for the term of the contract. Pricing may be negotiated during the Contract renewal period. Vendor agrees to promptly lower the proportionate price of any product purchased through this Contract following a reduction in the price the Vendor is paying suppliers. All price changes shall be presented to Aldine ISD for acceptance or rejection by Aldine ISD, in its sole discretion, using the same format as was accepted in Vendor's original proposal; all price changes for products and/or services provided under this Contract must be approved, in writing, by Aldine ISD prior to taking effect.

The following documentation shall be provided to support a request for a price change:

- justification for change/increase
- terms and conditions
- market conditions
- manufacturers'/distributors' impact, if any

All price decreases shall be allowed for all products and/or services.

**3.27.0 NON-APPROPRIATION OF FUNDS**

An issued Purchase Order referencing a bid contract is a commitment of Aldine ISD's current revenue only. If funding for products or services under the Contract is withdrawn, Aldine ISD reserves the right to terminate a Bid Contract and or the right to discontinue purchases in accordance with its funding out clause.

**3.28.0 INVOICES/PAYMENTS:**

**3.28.1** 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 or by mail to Aldine ISD, Sonny Donaldson Administration Bldg., Accounts Payable Department, 2520 W.W. Thorne Blvd., Houston, Texas 77073.**

**3.28.2** 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.

**3.28.3** 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.

**3.28.4** 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.

**3.28.5 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.

**3.29.0 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 may be e-mailed daily or as needed.

**3.30.0 TAX EXEMPTION**

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

**3.31.0 VENUE**

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

**3.32.0 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 Indemnitee, so long as it is not caused by the sole negligence or willful misconduct of any Indemnitee. 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 Indemnitee. 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.

**3.33.0 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](http://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.

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

**3.35.0 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:

- a. **Title IX & Title VI:** Chief Human Resources Officer, 2520 W.W. Thorne Blvd., Houston, TX 77073 281.985.6205
- b. **EEO & ADA (Employees and Public):** Chief Human Resources Officer , 2520 W.W. Thorne Blvd., Houston, TX 77073, 281.985.6205
- c. **Section 504 & ADA (Students):** Assistant Superintendent for Student Support Services, 9999 Veterans Memorial Drive, Houston, TX 77038, 281.985.3794

**3.36.0 PREVAILING WAGE RATES** apply to Public Works Contracts and the District will determine and provide the general prevailing rate of per diem wages for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work. Do Not apply to Maintenance Contracts.

**3.37.0 MAINTENANCE CONTRACTS** Consists of the replacement of a piece of equipment or component that are equal in grade, quality and capacity, without the addition of any new or upgraded components or appurtenances and will not amount to a "public work". Maintenance Contracts DO NOT include work to remodel, modify, upgrade, perform major repairs, or restore, even if the work is scheduled or periodic. Routine maintenance is not a public work.

**3.38.0 BEST VALUE INCENTIVES** Special Consideration may be given to Firms/Contractor who propose Best Value Incentives (“Incentives”) at no additional cost to Aldine ISD. Incentives are considered to be services offered beyond the norm and not the standard level of service offered to most other clients of the firm/contractor. Examples of Incentives include, but are not limited to, free Continuing Education training, free consulting services, customized reporting, etc.

**3.39.0 COMPLIANCE WITH LAWS** The awarded firm/contractor warrants that it shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, firm shall furnish Aldine ISD with satisfactory proof of its compliance.

**3.40.0 CODES, PERMITS, AND LICENSES** The awarded firm/contractor shall comply with all national, state, and local standards, codes and ordinances and the terms and conditions of the services of Aldine ISD, as well as other authorities that may have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specifications shall be construed as waiving any rules, regulations or requirements of these authorities. The awarded firm/contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**3.41.0 SERVICES ON ALDINE ISD PROPERTY** If the vendor contractor will perform services on Aldine ISD Property, the vendor shall provide a Certificate of Insurance (with Aldine ISD as additional insured) prior to the start of any work and only after a purchase order has been approved by the final approving authority.

**3.42.0 INSURANCE & BOND REQUIREMENTS**

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. If performance bonds and/or payment bonds are required, Aldine ISD will include the performance and payment bonds requirement in the Special Terms and Conditions section or elsewhere in this packet.

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

**Bonds Required**

Construction, installation and service contracts (including but not limited to repair, alteration and maintenance) exceeding \$25,000 require that 100% Performance and Payment Bonds be furnished by the successful bidder (contractor). All such bids must include a 5% Bid Bond.

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

**Insurance Required****Limit Required**

<p><b>Automobile Liability</b> insurance covering Any Auto</p>	<p>\$1,000,000 Combined Single Limit</p>
<p><b>Commercial (Comprehensive) General Liability</b> insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverages. XCU exclusions to be removed when underground work is performed.</p> <p>If District students or employees are present, Contractor must provide proof of Sexual Misconduct insurance and certify Background Checks.</p>	<p>\$1,000,000 Occurrence and Personal Injury \$2,000,000 Aggregate \$ 500,000 Fire Damage \$ 5,000 Medical Payments</p> <p><b>Per Construction Project Aggregate</b></p>
<p><b>Professional Errors &amp; Omissions Liability</b> insurance may be required from all contractors, licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, etc.</p>	<p>One times contract amount \$1,000,000 minimum/\$10,000,000 maximum Occurrence &amp; Aggregate</p> <p>Retroactive Date: 1<sup>st</sup> Contract – effective date of policy or contract must be shown, whichever is earlier</p> <p>Renewal or consecutive contracts – effective date of policy or 1<sup>st</sup> contract must be shown, whichever is earlier</p> <p>Extended Reporting Period two years past completion of contract</p>
<p><b>Workers Compensation</b> insurance with limits to comply with the requirements of the Texas Workers' Compensation Act</p> <p>Employers Liability insurance</p>	<p>Statutory Limits</p> <p>\$1,000,000.</p>
<p><b>Umbrella or Excess Liability</b> insurance covering in excess of Automobile Liability, General Liability and Worker's Compensation.</p>	<p>One times contract amount for all contracts exceeding \$100,000, up to \$25,000,000 total limit; \$1,000,000 minimum.</p>
<p><b>All Risk Property Insurance</b> shall be required for any contract or work when property of the District is at risk or in the care, custody and control of the Contractor. Builders Risk insurance shall be required for all construction contracts requiring a bond. All Property insurance shall include coverage against the perils of Domestic &amp; International Terrorism, Flood and Earthquake. (Installation Floater may be substituted when contract involves installation only.)</p>	<p>Contract Limit or Replacement Cost Value of Scope of Work whichever is greater.</p> <p>Permission to Occupy must be granted.</p> <p>Deductible: \$1,000 or 1% of contract up to a \$50,000 maximum</p>
<p><b>Cyber &amp; Data Breach insurance</b> If contractor has access to District funds, information or data, including employee information.</p>	<p>\$1,000,000 Limit \$1,000,000 Fraudulent Instruction \$1,000,000 Extortion, Ransomware \$1,000,000 Removal of Bank Funds \$1,000,000 Personal Information Access</p>

<b>Crime Insurance:</b> If contractor has access to District funds or property: Employee Dishonesty and Theft, including protection for the District from loss of District funds or property.	\$1,000,000 Limit
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Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided.

**Insurance Conditions**

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

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

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

In addition to certificates of insurance, copies of policy endorsements must be provided a) listing Aldine ISD as Additional Insured and b) noting Waivers of Subrogation. All written agreements are considered contracts whenever a Certificate of Insurance provides Waiver of Subrogation and Additional Insured coverages when "required by written contract".

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

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

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

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

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

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

**Certificate Holder:**

Aldine Independent School District  
 c/o Purchasing Department  
 2520 W.W. Thorne Blvd.  
 Houston, TX 77073  
 E-mail: bids@aldineisd.org

## 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-AJf16n-/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.)  
This prohibition does not apply to a sole source proprietorship (Tex. Gov’t Code HB793)

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)

- 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

**C. EMPLOYEE OF ALDINE ISD**

Are any of the offerors owners/partners/interested parties an employee of Aldine ISD?

           Yes            No

If yes, complete the conflict of interest questionnaire found on <https://www.ethics.state.tx.us/forms/CIS.pdf>

**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."

**H. 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)

The Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

Aldine ISD must file a copy of the all disclosure forms with the Texas Ethics Commission not later than 30 days after receiving the form. The bill applies only to a contract entered into on or after January 1, 2016.

### 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.

### Form 1295 Disclosure of Interested Parties:

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

- 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.		<b>OFFICE USE ONLY</b>																	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b>																			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> <span style="color: red;">Aldine Independent School District</span>																			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b> <span style="color: red;">Student and District Activities and Venues RFP# PURCH 1819-7</span>																			
<b>4</b>	<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b>																
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Controlling</td> <td style="width: 50%; text-align: center;">Intermediary</td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> <tr> <td style="height: 15px;"></td> <td style="height: 15px;"></td> </tr> </table>	Controlling	Intermediary														
Controlling	Intermediary																		
Do not use this form. Sample only.																			
<b>5</b> Check only if there is NO Interested Party. <input type="checkbox"/>																			
<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: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)																			
I declare under penalty of perjury that the foregoing is true and correct.																			
Executed in _____ County, State of _____, on the _____ day of _____, 20_____. <span style="float: right;">(month) (year)</span>																			
_____ Signature of authorized agent of contracting business entity (Declarant)																			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>																			



**6.0 DEVIATIONS FORM**

**STUDENT AND DISTRICT ACTIVITIES AND VENUES RFP# PURCH 1819-7**

You must list any and all deviations from the specifications, requirements, and/or terms and conditions.  
If no deviations exist, 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**  
**STUDENT AND DISTRICT ACTIVITIES AND VENUES RFP# PURCH 1819-7**

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> 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) ▶ _____
4 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>
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)

Requester's name and address (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>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 85%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

### 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 ▶
------------------	----------------------------	--------

### 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 (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), ABL 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
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>*</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.

**ALDINE INDEPENDENT SCHOOL DISTRICT  
 PURCHASING DEPARTMENT**  
 Carlotta Nicholas, RTSBA, Director of Purchasing  
 2520 W. W. Thorne Blvd., Houston, Texas 77073  
 Phone: 281-985-6141 Fax 281-985-6399

**BOARD AWARDED BID CONTRACT**

**Section A. Agreement Overview**

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On \_\_\_\_\_, \_\_\_\_\_ was awarded a  
**Bid Contract Approval Date**                      **Company Name**

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**

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There is no guarantee of minimum or maximum purchases. Contracts for purchase of specific products or services will be put into effect by means of an Aldine ISD purchase order(s) or service contract upon authorized request and approval.

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**

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