



2002-05

**2.7331 Acres of Surplus Land on University Drive, Denton,
Denton County, Texas**

Issue Date: 2/9/2020

Questions Deadline: 2/21/2020 12:00 PM (CT)

Response Deadline: 2/26/2020 02:00 PM (CT)

Contact Information

Contact: Dianna Casper, Director of Purchasing
Address: Purchasing Department
1303 N. Elm St.
Denton, TX 76201
Phone: (940) 369-0121
Email: dcasper@dentonisd.org

Event Information

Number: 2002-05
Title: 2.7331 Acres of Surplus Land on University Drive, Denton, Denton County, Texas
Type: Request for Proposal
Issue Date: 2/9/2020
Question Deadline: 2/21/2020 12:00 PM (CT)
Response Deadline: 2/26/2020 02:00 PM (CT)
Notes: The Denton Independent School District (DISD) invites firms and individuals to submit sealed proposals for the sale or exchange of 2.7331 acres, more or less, being a tract of land in the ROBERT BEAUMONT SURVEY, Abstract No. 31, and being parts of those certain tracts conveyed to the Denton Independent School District recorded in Volume 453, Page 193, and Volume 455, Page 663, of the Denton County Deed Records. Proposals will be accepted until 2:00 pm CST, February 26, 2020, by the DISD Purchasing Department, 1303 N. Elm Street, Denton, TX 76201.

Questions should be submitted in writing to Deron Robinson
drobinson2@dentonisd.org and/or Dianna Casper dcasper@dentonisd.org

Ship To Information

Contact: Dianna Casper, Director of Purchasing
Address: Purchasing Department
Purchasing Department
1303 N. Elm Street
Denton, TX 76201
Phone: (940) 369-0121
Email: dcasper@dentonisd.org

Billing Information

Address: P.O. Box 2387
Denton, TX 76202-2387
Phone: 940 (369) 0011
Fax: 940 (369) 4981

Bid Attachments

W-9 (October 2018).pdf

W-9

[View Online](#)

Conflict of Interest Questionnaire (11-30-2015).pdf

CIQ Conflict of Interest Questionnaire

[View Online](#)

RFP_General_Terms_&_Conditions_January_23_2020.pdf

Denton ISD General Terms & Conditions

[View Online](#)

University Dr Property.pdf

Description of Property Surveyed

[View Online](#)

Requested Attachments

W-9

(Attachment required)

Please attach a completed W-9.

CIQ Conflict of Interest Questionnaire

Please attach a completed CIQ form if a Conflict of Interest exists pursuant to Texas Local Government Code 171.002.

Written Acknowledgement of Purchase

(Attachment required)

Written acknowledgment from Purchasers Financial Institution that the Purchaser is capable of closing on this transaction.

Bid Attributes

1 Terms & Conditions Acknowledgement

Please check the box indicating that you have read, understand and agree to all terms and conditions outlined on this event. Terms and conditions are located on the bid attachments tab.

I Agree

(Required: Check if applicable)

2 RFP Contact

Proposer shall provide the contact information of the authorized individual that has prepared and submitted this response. Provide the full name, title, direct phone number and email address.

(Required: Maximum 1000 characters allowed)

3 Request for Explanations or Clarifications

Any explanations / clarifications desired by a Proposer regarding the meaning or interpretation of this solicitation must be submitted in writing to the Director of Purchasing for DISD identified on the face of the solicitation no later than Friday, February 21, 2020 at 12:00 noon, in order to allow a response to all Proposers before the submission of a RFP.

I Agree

(Required: Check if applicable)

4 Specification Deviations

If the Proposer intends to deviate from the specifications, all such deviations must be listed under each line item. DISD shall be the sole judge to determine if deviations are acceptable.

(Required: Maximum 4000 characters allowed)

5 Domestic Wiring Instructions

Domestic wiring instructions for final payment will be provided to the highest ranked respondent upon approval of the award recommendation by the Denton ISD Board of Trustees.

Bid Lines

1 The Denton Independent School District (DISD) invites firms and individuals to submit sealed proposals for the sale of 2.7331 acres, more or less, being a tract of land in the ROBERT BEAUMONT SURVEY, Abstract No. 31, and being parts of those certain tracts conveyed to the Denton Independent School District recorded in Volume 453, Page 193, and Volume 455, Page 663, of the Denton County Deed Records. SEE ATTACHMENTS
(Response required)

Quantity: 2.7331 UOM: Acres Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

DESCRIPTION OF PROPERTY SURVEYED

SITUATED in the City of Denton, Denton County, Texas, and being a tract of land in the ROBERT BEAUMONT SURVEY, Abstract No. 31, and being parts of those certain tracts conveyed to the Denton Independent School District (hereafter ISD) recorded in Volume 453, Page 193, and Volume 455, Page 663, of the Denton County Deed Records, and said parts being described as one parcel as follows:

BEGINNING at an "RPLS 1640" capped 5/8" iron rod set in the southerly line of West University Drive/U.S. Highway No. 380 (100 foot wide right-of-way at this point) for the northeast corner of said ISD tract in Volume 455 and the northwest corner of that certain Tract One of the deed to Rayzor Investments, Ltd., recorded in Volume 1796, Page 601, of said Deed Records, and referenced in instrument recorded under Denton County Clerk's File No. 2006-33433;

THENCE South 0 degrees, 19 minutes, 40 seconds West with the common line between said ISD tract and said Rayzor Investments tract, 512.89 feet to a point from which a 1/2" iron rod found in place bears South 44 degrees West, 0.32 foot and 5/8" iron rod found in place bears South 62 degrees East, 1.71 feet;


THENCE North 89 degrees, 45 minutes, 20 seconds West, at 36.19 feet passing an "RPLS 1640" capped 5/8" iron rod set in the common line between said ISD tracts, and continuing into said ISD tract described in said Volume 453, in all 87.34 feet to a point in the center of a creek channel;

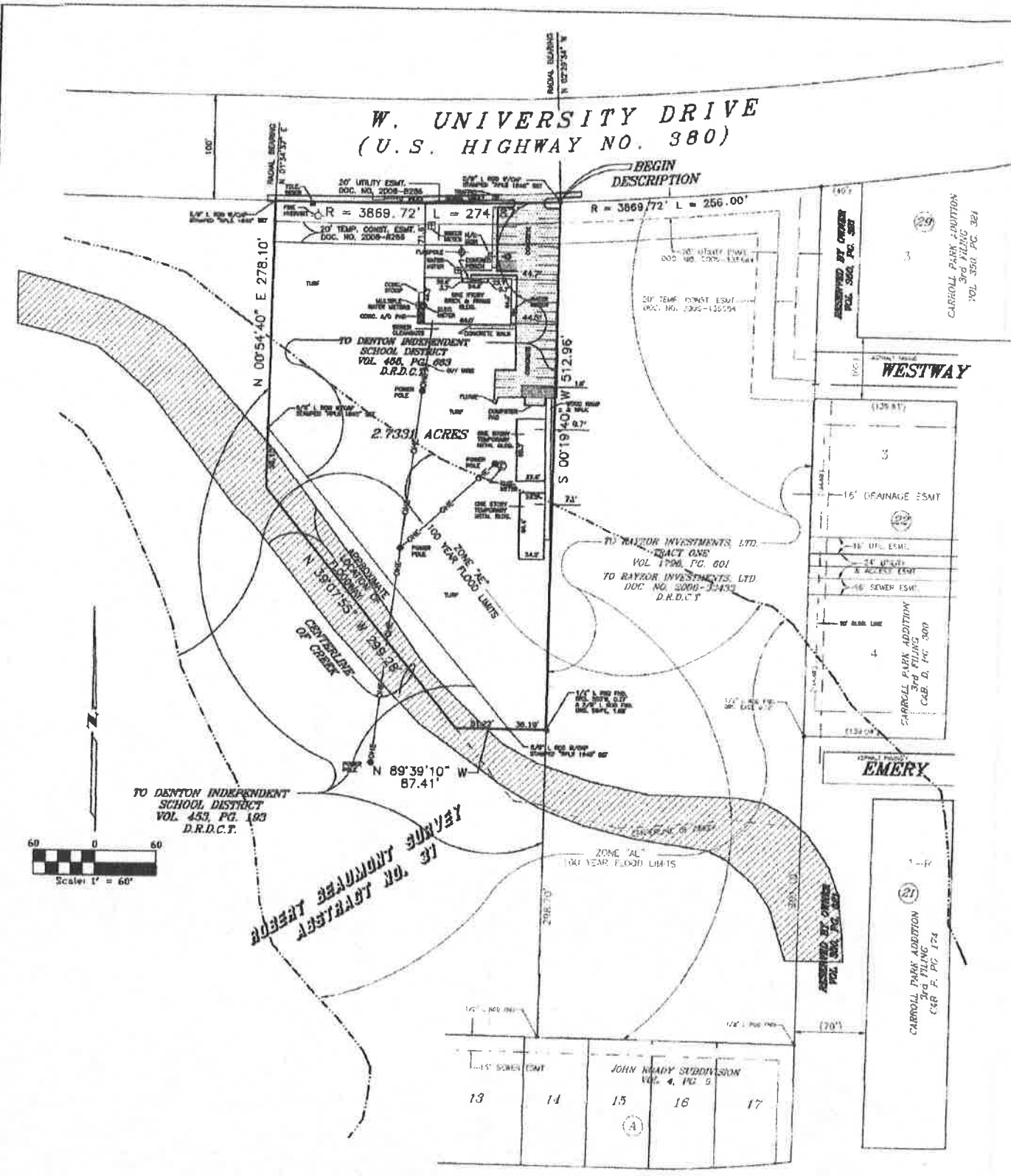
THENCE North 39 degrees, 07 minutes 55 seconds West in said center of creek channel, 299.40 feet;

THENCE North 0 degrees, 54 minutes, 40 seconds East, at 58.10 feet passing an "RPLS 1640" capped 5/8" iron rod set for the most westerly southwest corner of said ISD tract described in said Volume 455, and an angle point in the easterly line of said ISD tract described in said Volume 453, continuing with a common line between said ISD tracts, in all 278.10 feet to an "X" cut in concrete for the common north corner of said ISD tracts, said point being on a curve in said southerly line of West University Drive whose center bears North 1 degree, 34 minutes, 37 seconds East, 3869.72 feet;

THENCE easterly with said curve and with said southerly line of West University Drive, a distance of 274.87 feet to the PLACE OF BEGINNING, and containing 2.7331 acres.

G CURTIS SURVEYORS, LLC
TBPELS Survey Firm No. 10194225


11 January 2017
Gerald A. Curtis, RPLS
Texas Registration No. 1640



- NOTES:
- 1) Bearings are based upon GPS-derived State Plane Coordinate System, Texas North Central Zone, NAD 83.
 - 2) A portion of the subject property lies within Zone AE (100 year flood shaded area) as depicted by scale from Flood Insurance Rate Map No. 48421C0360G, map revised April 18, 2011.
- NOTES ADDRESSING TITLE COMMITMENT EXCEPTIONS
- First American Title Insurance Company Commitment for Title Insurance of No. 1003-210318-RTT, issued January 03, 2017, with an effective date of December 07, 2016, has been utilized in the preparation of this survey product.
- COMMENTS PERTAINING TO ITEM 10, SCHEDULE B, OF THE ABOVE REFERENCED COMMITMENT:
- 10a. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES OF WHICH WE HAVE KNOWLEDGE ARE DEPICTED OR DENOTED HEREON.
 - 10b. VISIBLE EASEMENTS AND MATTERS OF RECORD INCLUDED IN THE COMMITMENT AFFECTING THE PROPERTY ARE DEPICTED OR DENOTED HEREON.
 - 10c. DOES NOT AFFECT THE SUBJECT PROPERTY AS DESCRIBED.
 - 10d. NOT A SURVEY MATTER.
 - 10e. SUBJECT PROPERTY IS A PORTION OF THE PROPERTY DESCRIBED IN OIL AND GAS LEASE CCJ 2005-114481, REAL PROPERTY RECORDS OF DENTON COUNTY, WRITTEN SURFACE USE AGREEMENT REFERRED TO IN SAID LEASE IS NOT INCLUDED IN THE DOCUMENT AND ANY REDCORDED ENCUMBRANCES IN SAID AGREEMENT CAN NOT BE LOCATED.
 - 10f. UTILITY EASEMENT RECORDED IN CCJ 2008-136584, REAL PROPERTY RECORDS OF DENTON COUNTY IS SHOWN HEREON.
 - 10g. MINERAL DEED RECORDED IN CCJ 2011-67797 REAL PROPERTY RECORDS OF DENTON COUNTY GRANTS THE RIGHT TO ENTER ON SUBJECT PROPERTY AND USE THE SURFACE LAND FOR ANY PURPOSE INCIDENT TO THE PRODUCTION OF MINERALS DESCRIBED IN THE MINERAL AGREEMENTS WITH NO DEFINED LOCATIONS.
 - 10h. UTILITY EASEMENT RECORDED IN CCJ 2008-6296, REAL PROPERTY RECORDS OF DENTON COUNTY AFFECTING TRACT 2 IS SHOWN HEREON.

DESCRIPTION OF PROPERTY SURVEYED

Denton ISD Tract

SITUATED in the City of Denton, Denton County, Texas, and being a tract of land in the ROBERT BEAUMONT SURVEY, Abstract No. 31, and being parts of those certain tracts conveyed to the Denton Independent School District (hereafter ISD) recorded in Volume 453, Page 193, and Volume 455, Page 663, of the Denton County Deed Records, and said parts being described as one parcel as follows:

BEGINNING at an "RPLS 1640" capped 5/8" iron rod set in the southerly line of West University Drive/U.S. Highway No. 380 (100 foot wide right-of-way at this point) for the northeast corner of said ISD tract in Volume 455 and the northwest corner of that certain Tract One of the deed to Royzor Investments, Ltd., recorded in Volume 1796, Page 601, of said Deed Records, and referenced in instrument recorded under Denton County Clerk's File No. 2006-33433;

THENCE South 0 degrees, 19 minutes, 40 seconds West with the common line between said ISD tract and said Royzor Investments tract, 512.95 feet to a point from which a 1/2" iron rod found in place bears South 53 degrees West, 0.27 foot and 5/8" iron rod found in place bears South 64 degrees East, 1.68 feet;

THENCE North 89 degrees, 39 minutes, 10 seconds West, of 36.19 feet passing an "RPLS 1640" capped 5/8" iron rod set in the common line between said ISD tracts, and continuing into said ISD tract described in said Volume 453, in all 87.41 feet to a point in the center of a creek channel;

THENCE North 39 degrees, 07 minutes 55 seconds West in said center of creek channel, 299.28 feet;

THENCE North 0 degrees, 54 minutes, 40 seconds East, of 58.10 feet passing an "RPLS 1640" capped 5/8" iron rod set for the most westerly southwest corner of said ISD tract described in said Volume 455, and an angle point in the easterly line of said ISD tract described in said Volume 453, continuing with a common line between said ISD tracts, in all 278.10 feet to an "RPLS 1640" capped 5/8" iron rod set for the common north corner of said ISD tracts, said point being on a curve in said southerly line of West University Drive whose center bears North 1 degree, 34 minutes, 37 seconds East, 3689.72 feet;

THENCE easterly with said curve and with said southerly line of West University Drive, a distance of 274.87 feet to the PLACE OF BEGINNING, and containing 2.7331 acres.



ROBERT BEAUMONT SURVEY
ABSTRACT NO. 31

All original copies of survey maps and descriptions prepared by the surveyor and firm whose names appear hereon will contain an embossed surveyor's seal. Any person who reproduces or copies this map or description without the embossed seal is likely a copy not prepared in the office of the surveyor and may contain alterations or deletions made without the knowledge or oversight of the surveyor.

G CURTIS SURVEYORS, LLC
T.B.P.L.S. Surveying Firm No. 10184225
P.O. Box 471787 817/334-0381
Fort Worth, Texas 76147-1408

I hereby certify to Denton Independent School District, Royzor Investments, Ltd, and to First American Title Insurance Company that the survey map hereto and the accompanying descriptions depict and describe the results of surveys made on the ground, under my supervision, and that visible improvements found on the property are depicted as located by survey, that visible easements and those made known to us affecting the property are depicted, and that visible intrusions and protrusions across boundary lines are depicted as detected by survey. The corners are marked or referenced as shown hereon. This survey substantially complies with the requirements for a T.S.P.S. Category 1A, Condon II Survey.

G CURTIS SURVEYORS, LLC
TSPS Firm No. 10184225

Gerald A. Curtis, RPLS
Gerald A. Curtis, RPLS
Texas Registration No. 1240

2017

A SURVEY MAP OF
A TRACT OF LAND IN THE ROBERT BEAUMONT SURVEY,
ABSTRACT NO. 31, CITY OF DENTON, DENTON COUNTY,
TEXAS.

29-B-90



Section 1.0: Instructions to Proposers

- 1.1 To be considered for award of this solicitation, all pages requiring signature plus any/all attachments, **must be** completed with all requested information, signed and submitted prior to the RFP date and time. Failure to provide complete and accurate information may disqualify the Proposer.
- 1.2 Proposals **must be submitted PRIOR TO** the hour and date specified. No other published dates will be binding. Response submission via the e-bidding system is the preferred method of response. The district will take a paper submission. The response document must be received in a sealed envelope in the Denton ISD Purchasing Department located at 1303 N. Elm St., Denton, TX 76201 **PRIOR TO THE SPECIFIED DUE DATE & TIME. The district will not accept faxed or emailed responses.**
- 1.3 If due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended to the next District business day on which the office is open, unless the proposer is otherwise notified by the District. The time of day for submission shall remain the same.
- 1.4 Addenda will be posted on Denton ISD e-Bidding site. All Proposers receiving this RFP other than directly from Denton ISD are responsible to obtain all addenda that pertains to the RFP. All addenda become a part of the RFP documents.
- 1.5 All vendor communications must be directed in writing either thru the Denton ISD e-bidding site or to the Purchasing department's email address: disdpurchasing@dentonisd.org.
- 1.6 If any exceptions are taken to any portion of the RFP, the proposer must clearly indicate the exception taken and include a full explanation as a separate attachment to the RFP. The failure to identify exceptions or proposed changes will constitute acceptance by the Supplier of the RFP as proposed by the District. The District reserves the right to reject a RFP containing exceptions, additions, qualifications or conditions.
- 1.7 The RFP response must be signed by an individual authorized to contractually bind the company submitting the RFP. A failure to sign the RFP could cause it to be rejected as non-responsive. The RFP must include full company name and address of Proposer, the title or authority to bind his/her firm in a contract and contact information.
- 1.8 A response to this solicitation is an offer to contract with Denton ISD and its members based on the specifications and standard terms and conditions contained in this document. Bids/proposals do not become contracts unless and until they are both accepted by DISD through an award letter to the bidder, signed contract and/or put into effect by the issuance of a purchase order signed by an authorized representative of the Denton ISD Purchasing Department.
- 1.9 The District reserves the right to award this RFP to a single vendor, multiple vendors, each line item separately, or in any combination to be in the best interest of the District. If the

Proposer chooses to bid/propose “all or none” or is not agreeable to multiple or split awards, it must be noted on the Deviation / Compliance Form and included with this RFP.

- 1.10 Responses will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate RFP’s, failure to return all forms and copies, or irregularities of any kind. However, the District reserves the right to waive any irregularities and to make the award in the best interests of the District.
- 1.11 Denton ISD reserves the right to accept or reject any and/or all of the proposals, to waive technicalities, to be the sole judge of quality and equality, to be the sole judge as to the definition of “best overall benefit” and accept the proposal that is in the best interest of the district.
- 1.12 Each proposal shall be carefully prepared using identical proposal forms bound herewith. Entries on the proposal shall be typed or legibly written. All prices shall be stated in words and figures except where the forms provide for figures only. The RFP must remain open for a period of ninety (90) days subsequent to the submission due date, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Trustees action, if required.
- 1.13 The District reserves the right to acquire reasonable amount of additional goods or services, as listed on this RFP, subject to verification of the same or lower prices and conditions on the RFP.
- 1.14 Vendors that do business with a school district are required to file a questionnaire to identify any potential conflicts of interest. The CONFLICT OF INTEREST QUESTIONNAIRE is included in this proposal.
- 1.15 In order to ensure the integrity of the selection process, Proposer’s employees, officers, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Proposer’s response, directly or indirectly, through any contact with school board members or other district officials from the date this RFP is released until the award.
- 1.16 All contractors, subcontractors and their employees must submit to Denton ISD proof of a satisfactory criminal record history of all individuals working on district property through background checks conducted as required by Senate Bill 9. The criminal record history must be obtained by the successful bidder before any work is performed. The information regarding the requirements for conducting a criminal records check is posted on The Texas Department of Public Safety’s website www.tx.dps.state.tx.us by clicking open Crime Records and reading School District Guide to Senate Bill 9. The cost for each criminal records check is approximately \$100.00.
- 1.17 Vendors who perform work inside Denton ISD facilities are hereby notified that our buildings may contain asbestos containing materials. This notification is required by both the State of Texas Department of State Health Services and the Federal EPA Asbestos regulations. These guidelines cover both Denton ISD’s responsibilities and the Employer’s responsibility to their employees. As a vendor, it is your responsibility to check each building prior to performing any work in that facility. These building materials may include, but not limited to ceiling tile, floor tile and mastic, sheetrock, tape and be compound, thermal pipe insulation, spray-on ceiling material, calks, and roofing products. As there have been numerous asbestos containing products manufactured over the years, you must check each building’s Asbestos Management Plan. This plan is normally kept in the main office and may be reviewed upon request. After reviewing the Asbestos Management Plan and are still unclear about whether the area you will be working in contains asbestos or not, please contact Bill Knight at 940-369-0200.
- 1.18 Possession of firearms, alcohol and/or drugs, even in vehicles, is strictly prohibited on school district property. Use of any tobacco products is not permitted on school property.

Section 2.0: Standard Terms and Conditions

- 2.1 The District reserves the right to accept or reject any and/or all proposals, to waive any

technicalities, to waive any formalities, to be the sole judge of quality and equality, to accept the proposal that is in the best interest of the district, and the right to waive minor irregularities in the procedures.

2.2 The District further reserves the right to reject all proposals and seek new proposals when such procedures are in the best interest of the district. The District also will be the sole judge as to the definition of “district’s best interest”.

2.3 No orders are to be placed without a purchase order signed by the Director of Purchasing. **No payment will be made for orders filled without an approved purchase order.**

2.4 All invoices must include the purchase order number and sent to as follows:

Denton Independent School District
Accounts Payable Department
P.O. Box 2387
Denton, Texas
76202

2.5 Denton ISD is exempt from Federal Excise Tax. DO NOT INCLUDE TAX IN RFP PRICES. Excise Tax Exemption Certificate will be furnished upon request.

2.6 The successful Proposer may not assign its rights and duties under an award without the written consent of Denton ISD. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

2.7 Failure of the successful Proposer(s) to notify the District sufficiently in advance of the inability to complete the job within the time frame allowed and with acceptable reasons(s) shall give the District the option of cancelling the contract.

2.8 Denton ISD is a member of the Educational Purchasing Cooperative of North Texas (EPCNT). Several governmental entities around Denton ISD have indicated an interest in being included in this contract. All purchases by entities other than Denton ISD will be billed directly to that entity and paid by that entity. Denton ISD will not be responsible for another entity’s debts.

2.9 Insurance Requirements, when required, (Section 6.0) will submit the following Certificates of Insurance naming Denton ISD as Certificate Holder and named additional insured on General Liability Certificates. Certificates may be emailed (preferred) to Chris Bomberger, Executive Director of Child Nutrition & Risk Management, at cbomberger@dentonisd.org. The selected Proposer will be required to supply the insurance certificate(s) prior to the start of the project. The selected Proposer agrees to provide insurance policies or contracts for insurance, when requested, in addition to Certificates of Insurance **the District reserves the right to require higher limits of coverage depending on the size, scope and nature of an RFP.** The following minimum limits shall apply to each type of insurance coverage.

2.9.1 **Worker’s Compensation and Employer’s Liability Insurance** with statutory limits in conjunction with Employer’s Liability Insurance with limits no less than \$500,000 per accident/disease is required. The Vendor shall require subcontractors to provide insurance for the latter’s employees, unless such employees are covered by a Worker’s Compensation policy furnished by the General Contractor.

2.9.2 **Commercial Automobile Liability and Property Damage** covering all owned, non-owned and hired vehicles to be used in performance of this work; Combined Single Limit in an amount no less than \$1,000,000 **OR** Bodily Injury coverage shall be in an amount

no less than \$100,000 per person/\$300,000 per occurrence and Property Damage in an amount no less than \$100,000 per accident. **(If work is to be done on DISD property)**

- 2.9.3 **Commercial General Liability Damage Insurance** – at the minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations. (\$1,000,000 products/completed operations must be maintained for at least two (2) years after the installation is completed). Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor’s obligations contained in the contract. A per-project aggregate endorsement must be included.
- 2.9.4 **Umbrella Liability Insurance** – Liability on a following form basis with a limit not less than \$1,000,000 per occurrence in excess of all primary limits.
- 2.9.5 The successful proposer shall furnish Denton ISD certificates of insurance in writing no later than 10 working days after acceptance of a contract.
- 2.9.6 Denton ISD must be given ten (10) day notice of cancellation or change in insurance coverage.
- 2.10 Bond Requirements, when required, (Section 6.0) will submit the following **when work is to be done on DISD property**:
 - 2.10.1 **Third Party Fidelity bond** of \$50,000 per employee along with umbrella coverage in the amount of not less than \$1,000,000.
 - 2.10.2 The successful proposer shall furnish to Denton ISD, when required, no later than 15 working days after acceptance of a contract.
 - 2.10.3 Bonds shall be executed by a Surety Company approved by the District and authorized to do business in the state of Texas.
- 2.11 Certificate of Interested Parties – Form 1295
 - 2.11.1 The Texas Legislature adopted House Bill 1295 which added section 2252.908 of the Government Code Chapter 2252, Contracts with Governmental Entity.
 - 2.11.2 Section 2252.908 Disclosure of Interested Parties
(d) “A governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, 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.”
 - 2.11.3 Form 1295 is required with submission. For further information, go to:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 2.12 During any fiscal year of this agreement the Board of Trustees fails to appropriate funds, the District will immediately notify the contractor and relieve them of their obligations under this agreement. Any/All extensions will be subject to the availability of funds, product quality, vendor

performance, and the agreement of both parties to extend.

- 2.13 Neither the vendor nor the district shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligation under any resulting agreement is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this document, Force Majeure events shall include, but not limited to, acts of God or public enemy, war, riot or civil commotions, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion or other catastrophes, or events or conditions due to governmental law, regulations, Ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt nonperformance and mitigate its effects or to otherwise perform. The District shall not be responsible for payment for any product or service delayed or foreclosed by a Force Majeure event unless and until such delayed or foreclosed product or service is provided.
- 2.14 Brand Name or Suitable Substitute
- 2.14.1 This clause is applicable only when a "brand name or suitable substitute" description is included in a solicitation. As used in this clause, the term "brand name" includes identification or products by make and model.
- 2.14.2 If items have been called for have been identified by a "brand name or suitable substitute" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. "Suitable substitute" products will be considered for award if such products are clearly identified and are determined by the District to be equal in all material respects to the brand name products referenced.
- 2.14.3 Should any product be delivered, or service performed which is not as the successful Proposer has purported it to be in its submitting of this proposal, said Proposer will be required to correct any deficiencies without additional cost to the District.
- 2.15 Proposer shall comply with all applicable federal, state and local laws, rules, ordinances, statutes and regulations.
- 2.16 Denton ISD reserves the right to terminate this agreement if Proposer is found not to be in compliance with applicable laws, regulations and ordinances.
- 2.17 Award and Evaluation Criteria
- 2.17.1 The District reserves the right to award this RFP to a single vendor, multiple vendors, each line item separately, or in any combination it determines to be in the best interest of the District. If the Proposer chooses to bid/propose "all or none" or is not agreeable to multiple or split awards, it must be noted on the Deviation/Compliance Form and included with the RFP.
- 2.17.2 A contract will be awarded to the responsible vendor(s) submitting the best and final Proposal for the service. Evaluation Criteria is listed in Section 5.0
- 2.17.3 The contract, which will be issued upon award, shall be construed under the laws of the State of Texas, and venue arising out of this agreement shall lie in Denton County, Texas, regardless of the place of execution or performance.
- 2.17.4 The awarded vendor will not, in any manner disclose, advertise or publish the fact that awarded vendor has contracted with Denton ISD to provide the work as specified without the express written consent of the District. Nor shall the awarded vendor disclose any

other information concerning its contract with Denton ISD to third parties without the written consent of Denton ISD.

2.18 Confidential or Proprietary Markings

2.18.1 Any portion of the RFP that the Proposer considers confidential or proprietary information, or to contain trade secrets of the Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

2.19 Warranty Information

2.19.1 **Warranty – Product:** Manufacturer's standard warranty for parts and labor must be included in the prices proposed and must meet or exceed any additional warranty requirements specified herein.
All manufacturers' warranties shall be enforced to benefit the District, and replacement of defective materials shall be made promptly upon request.

2.19.2 **Warranty – Price:** The price to be paid by the District shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by the RFP for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others. Or in the alternative, the District may cancel the Purchase Order(s) without liability to seller for breach of Seller's actual expense.

2.19.3 **Warranty – Safety:** Seller warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards; the District may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the District will be at Seller's expense.

2.20 Indemnification and Hold Harmless

2.20.1 The Vendor shall defend, indemnify and hold harmless the Denton ISD, all of its officers, agents and employees from and against all claims, actions, suites, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor or any agent, employee, sub-contractor, or supplier of vendor in the execution or performance of this RFP.

2.21 Dispute Resolution

2.21.1 Any unresolved issues will be addressed by the selected vendor, and the Purchasing Department.

Section 3.0: Performance Requirements and Conditions

3.1 General Conditions

3.1.1 Denton ISD does not guarantee any amount to be purchased under this RFP and should not be construed to be a guarantee. Purchases are dependent upon actual needs and available funding.

Section 4.0: Evaluation Criteria

4.1 Final evaluation of this proposal will be based on the Texas Education Code 44.034 (b) per the General Conditions. Evaluation of pricing will be based on Unit Price value to be submitted on the “Pricing Response Sheet”.

EVALUATION CRITERIA	POINT VALUE
The purchase price	
The reputation of the vendor and vendor’s goods or services	
The quality of the vendor’s goods or services	
The extent to which the goods or services meet the district’s needs	
The vendor’s past relationship with the district	
The impact on the district to comply with laws and rules relating to historically underutilized businesses	
The total long-term cost to the district to acquire the vendor’s goods or services	
For a contract for goods or services, other than goods or 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; and (B) Employs at least 500 persons in this state	
Any other relevant factor specifically listed in this request for bids or proposals	
Total Points	100

- 4.2 A committee will convene to review the proposals submitted and rank them according to the specified criteria. Results will be posted on the Purchasing Department page once the governing body has considered the recommendation.
- 4.3 The District does not award contracts on pricing alone. The District reserves the right to award the contract to the proposer(s) who offer(s) the best value and in the best interest of the district.
- 4.4 The District reserves the right to be the sole judge as to the definition of “best value” and “Best interest of the district”.
- 4.5 Denton ISD reserves the right to negotiate price/delivery for service(s) / product(s) identified by this ~~request~~ Discussions / negotiations may be conducted with vendors who are deemed to be within the competitive range. If discussions/ negotiations are conducted, respondents may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of discussions/negotiations.
- 4.6 If the District is unable to reach a contract agreement with the selected proposer, the District shall terminate further discussions and proceed to the next proposer in the order of the selection ranking until a contract agreement is reached or all proposals are rejected.
- 4.7 The District will review submission and notify submitting Proposers of decisions made. The District may elect to interview some of those vendors submitting proposals. Proposers to be interviewed will be notified as to the date, time and place for the interview.

Section 5.0: Special Terms and Conditions

- 5.1 The District intends to award this proposal in the best interest of the District.
- 5.2 After the initial contract term, the District reserves the right to extend the contract as indicated in this request. Renewing the contract would imply doing so under the same terms and conditions. Any proposed price change(s) must be submitted in writing and signed by an authorized company representative **no later than** six (6) months prior to the expiration date to be considered. Within this six (6) month period, the District reserves the right to negotiate or reject any or all request for rate increases. Prices will remain firm during each renewal period.
- 5.3 During any fiscal year of this agreement the Board of Trustees fails to appropriate funds, the District will immediately notify the contractor and relieve them of their obligations under this agreement. Any/All extensions will be subject to the availability of funds, product quality, vendor performance, and the agreement of both parties to extend.
- 5.4 The District reserves the right to extend this solicitation at the end of any contract term for up to 180 days if determined to be in the best interest of the District to ensure the availability of products and/or services. All purchase orders dated and issued within these dates will be subjected to the terms and conditions of this RFP.
- 5.5 The successful Proposer may not assign its rights and duties under an award without written consent of Denton ISD. Such consent shall not relieve the assignor of liability in the event of default by its assignee.
- 5.6 Whenever Denton ISD, in its discretion, deems it to be in the District's best interests, it may terminate any resulting award for the District's convenience. Such termination shall be effective thirty (30) days after Denton ISD delivers written notice of such termination for convenience to the Vendor. Upon receipt of such notice from the District, Vendor shall not thereafter incur, and Denton ISD shall have no liability for, any costs under this RFP that are not necessary for actual performance of the RFP between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Denton ISD shall have no liability to Vendor for lost or anticipated profit resulting there from.
- 5.7 The Vendor shall be considered in default of this RFP, and such default shall be grounds for the District to terminate any resulting award for this RFP and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Vendor fails to perform any of its obligations under this RFP and fails to correct such non-performance within ten (10) calendar days of written notice from the District to do so. Should any termination of this RFP be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience.
- 5.8 The District will provide a list of additional facilities added during the term of this RFP and negotiate a price prior to the renewal period.
- 5.9 The District will provide a list of current facilities that may be sold, demolished, remodeled or property boundaries changed during the term of this RFP and negotiate a price and scope of work prior to the renewal period.

****END of Document****

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; text-align: center;">-</td> <td style="width: 46%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: 1px solid black; text-align: center;">-</td> <td style="width: 73%; 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.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

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

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

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

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 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 ¹
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 ²
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 ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
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

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

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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.