

FAX BACK THIS SHEET ONLY

(If you download this document without receiving a RFP invitation)

**FAX (512) 480-0924**

Attn: Brenda Dalton

**Request for Proposal Number P10-034  
Dual Language Program**

Austin ISD's Bids and Proposals are available on line. If you downloaded a Request for Proposal without receiving an invitation, you are required to fax the following information back (512) 480-0924 so that you may be added to the vendor list to receive addendums to this proposal.

If you have any questions, please email Brenda Dalton at [bdalton@austinisd.org](mailto:bdalton@austinisd.org)  
In the subject line of your e-mail type **Questions P10-034**

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

Street Address \_\_\_\_\_

Address (cont.) \_\_\_\_\_

City \_\_\_\_\_

State/Province \_\_\_\_\_

Zip/Postal Code \_\_\_\_\_

Country \_\_\_\_\_

Work Phone \_\_\_\_\_

Fax \_\_\_\_\_

E-mail \_\_\_\_\_

**AUSTIN INDEPENDENT SCHOOL DISTRICT**  
**1111 West 6<sup>th</sup> Street**  
**Austin, Texas 78703-5338**

October 26, 2009

**REQUEST FOR PROPOSAL**

The Austin Independent School District invites qualified firms to submit proposals for **The Establishment of Dual Language Programs**. Proposals will be received until 2:00 P.M., **November 12, 2009** by the Austin Independent School District, Purchasing Office, 1111 West 6<sup>th</sup> Street, Suite A330, Austin, Texas 78703. The envelope containing your proposal response (1 original and **5** copies) must be forwarded in a sealed envelope (FAX, E-Mail or other electronic proposal responses will not be accepted). To properly process, your proposal response must be plainly marked:

**Proposal for**  
**Dual Language Programs**  
**Proposal Number P10-034**  
**Open 2:00 P.M., November 12, 2009**

AISD reserves the right to reject any and/or all proposals, to award contracts for individual products or services as may appear advantageous, and to negotiate separately in any manner necessary to serve the best interest of the District.

Proposals delivered to the AISD central mail facility or to AISD locations other than Suite A330 will not be considered "received" by the Purchasing Office until they arrive in the Purchasing Office (Suite A330). AISD will not be responsible for delays in delivery resulting from need to transport a bid from another location or error or delay on the part of any carrier. Proposals received in the Purchasing Office after the published time and date cannot be considered.

AISD Board Policies can be accessed at our website, [austinisd.org](http://austinisd.org). Purchasing policies are included in Section C of the AISD Board Policy Manual.

No proposals may be withdrawn for a period of sixty (60) days subsequent to the deadline for receipt of proposals without the prior written consent of the Board of Trustees, Austin Independent School District.

**Brenda Dalton**  
**Senior Buyer**  
**Phone 512-414-2113**  
**Fax 512-480-0924**  
**E-Mail [bdalton@austinisd.org](mailto:bdalton@austinisd.org)**

**Request for Proposal  
Dual Language Programs  
Proposal Number P10-034  
Open 2:00 P.M. November 12, 2009**

**I. PURPOSE**

The Austin Independent School District (herein after referred to as “AISD” or the “District”) is seeking proposals from firms qualified and experienced in providing **facilitation, guidance, feedback and professional development to establish viable, sustainable and successful dual language programs starting at the kindergarten level while adding a grade level to the program in subsequent years.**

**II. PROGRAM OVERVIEW/BACKGROUND**

In order to raise the level of academic success, close the achievement gaps and foster the development of biliterate and bicultural students at Austin ISD, the Office of Bilingual Education / ESL is requesting a consultancy to assist in the establishment of dual language programs. Contractor would be expected to provide facilitation, guidance, feedback and professional development in order to build the necessary administrative and professional capacity at the district and campus level. Consultant would work with the Executive Director of the Office of Bilingual Education/ESL, the Dual Language Coordinator and the Dual Language Principals in order to educate, inform and build the processes and systems to successfully establish the program. Contractor would assist in the formulation of a Dual Language framework and future growth plan that would continue to extend the program to higher grade levels. Professional development would include but not be limited to teaching methodologies and assessments to be used with the targeted student groups.

**III. PROPOSAL FORMAT**

Prefacing the proposal, the offeror shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. Section I of the proposal shall include the following:
  - 1. Full name and address of the Contractor submitting the proposal and a brief summary of the Contractor’s corporate experience and individual experience for personnel who will provide this product or service.
  - 2. A list of at least four (4) references from current customers. References are to be from government agencies and/or firms, which are substantially serviced by the Contractor (references most similar to AISD should be provided). Each reference must contain the reference’s name, address, and telephone number, and point of contact.
  - 3. Executed copies of the certifications included at the end of this RFP.
- B. Section II of the proposal shall consist of a description of services and capabilities as outlined in the **Scope of Service and Performance Requirements** sections of this RFP, in the order shown.

**Request for Proposal  
Dual Language Programs  
Proposal Number P10-034  
Open 2:00 P.M. November 12, 2009**

- C. Section III of the proposal shall be the Financial Proposal. This section shall contain a straightforward, concise delineation of the Contractor's fees to satisfy the requirements of this RFP. It is the Contractor's responsibility to specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the products or services required herein.

**IV. PROPOSAL INFORMATION**

**A. Schedule For Selection**

<b>Date</b>	<b>Event</b>
October 26, 2009	Request For Proposal mailed to Contractors
November 3, 2009	Due date for questions
November 5, 2009	Response to questions posted to website
November 12, 2009	Due date for proposals by Contractors
November 13-18, 2009	Analysis of proposals
December 14, 2009	Recommendation submitted to Board for approval

**B. Interpretation of RFP Wording**

Interpretation of the wording of this RFP shall be the responsibility of the District Purchasing Office. District staff will not give verbal answers to inquiries regarding the contents of the RFP. Any verbal statement regarding it prior to the award shall be non-binding.

**C. Written Inquiries**

Proposers may make written inquiries concerning this RFP to obtain clarification of the requirements. Inquiries must be submitted no later than close of business on the date specified in Section IV A, "Schedule for Selection". Questions received by this deadline and corresponding answers, will be included in an Addendum issued to all proposers.

Submit inquiries via E-mail to: [bdalton@austinisd.org](mailto:bdalton@austinisd.org)

In the subject line of the email type Questions P10-034

**D. Rights of the Austin Independent School District**

The District reserves the right to require additional information from Proposers and to conduct necessary investigations to determine Proposer performance and to determine the accuracy of Proposal information.

**E. RFP Information and Work Conditions**

1. All Proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the individual identified in Section IV, C of this RFP. It is believed that all information necessary to complete a response is included in this RFP. It is the responsibility of the Proposer to obtain clarification of any information contained herein that is not fully understood.

**Request for Proposal  
Dual Language Programs  
Proposal Number P10-034  
Open 2:00 P.M. November 12, 2009**

2. The Proposer, by and through the submission of a Proposal, agrees to be held responsible for: 1) having examined the Request for proposal and all referenced citations of judicial decisions, statutory authority, and local policy; 2) having become familiar with the nature and scope of the Services required by the District; and 3) identifying any local conditions that may affect the labor availability, administrative rules and other factors that may impact the District's timeline for completion of the Services.

**F. Notification of Receipt of RFP Documents**

Proposers who have not obtained this solicitation directly from AISD, or who may have downloaded the document from the AISD website, shall be responsible for immediately notifying AISD of their interest in order to receive all written addenda on a timely basis. Proposers who do not so notify AISD and submit Proposals without receipt of all addenda issued may be deemed to have submitted Bids/Proposals not responsive to this Request for Proposal solicitation.

**V. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS**

The following describes the service and performance requirements that the selected Contractor will be required to perform. Failure to address or to fully describe capabilities to accomplish all elements of this section will result in a loss of evaluation points.

- Provider will work under direct supervision of the Executive Director of the Office of Bilingual Education/ ESL.
- Provider must be able to provide an initial needs assessment and guide the district to effective implementation of a Dual Language program at Austin ISD. For the 2010-11 school year.
- Provider will formulate and recommend the necessary actions/steps to the office of Bilingual / ESL staff and the Dual Language School Principal.
- Provider must lead in the carrying out of the recommended action steps.
- Provider must be knowledgeable in all dual language program models including: One Way, Two Way, 50/50, 90/10.
- Provider must have a proven track record in working with all levels of district operational personnel including central administration, principals, teachers, students and community members.
- Provider must be familiar with the most current research for dual language.
- Provider must have a proven track record in assisting other districts begin a successful dual language program.
- Provider must be knowledgeable in assessment and accountability measures for dual language programs.
- Provider must have the capacity to provide professional development in both program structure, design and curriculum implementation.
- Provider must be knowledgeable in best practices and instruction methods for dual language programs.
- Provider must procure curriculum for Dual Language programs

**Request for Proposal  
Dual Language Programs  
Proposal Number P10-034  
Open 2:00 P.M. November 12, 2009**

- Provider must facilitate the design and requirements for staff quality assessment and professional development tailored toward dual language staff.
- Provider must have experience in building community outreach.
- Provider must organize meetings with principals, teachers, and central office staff.
- Provider must be familiar with Texas educational statutes as they regard to bilingual education.
- Provider must be able to accurately adhere to AISD's deadline requirements.
- Provider must be able to provide additional resources and support following program implementation.

**VI. COMPETITIVE SELECTION**

- A. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Contractor submitting the lowest priced proposal. Award will be made to the firm(s) submitting the best responsive proposal satisfying AISD's requirements, price, and other factors considered.
- B. AISD will evaluate each Contractor's proposal in the areas of experience, financial stability, cost and service capabilities, based on the following predetermined criteria:
- |                  |  |
|------------------|--|
| <b>20 Points</b> | <b>Program Plan:</b> The adequacy and completeness of the plan offered addressing the Scope of Services and Performance Requirements |
| <b>30 Points</b> | <b>Contractor's Capabilities:</b> The demonstrated ability of the Contractor to provide services                                     |
| <b>50 Points</b> | <b>Finance Proposal:</b> Fees for providing product or service   |
- C. The committee evaluating the proposals submitted in response to this RFP may require any or all Contractors to give an oral presentation in order to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, Contractors may be requested to revise any or all portions of their proposals.

**VII. TERMS AND CONDITIONS**

- A. The agreement(s) resulting from this RFP will be in effect for a period of approximately **SEVEN MONTHS, from date of award by the Board of Trustees, (December 2009 – June 30, 2010) with an option to renew for the 2010 –2011 school year.**
- B. AISD reserves the right to reject any and/or all proposals, to make awards for individual products or services as may be advantageous, and waive all formalities in the RFP process.
- C. Late proposals, if properly identified, will be returned unopened. No proposals may be withdrawn without written request.
- D. AISD desires to have the Contractor submit a proposal, which incorporates all significant points enumerated in this RFP. Where the proposal is silent, AISD assumes the services set forth in the **SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS** to be

**Request for Proposal**  
**Dual Language Programs**  
**Proposal Number P10-034**  
**Open 2:00 P.M. November 12, 2009**

accepted as part of the proposal. The Board of Trustees will pass a resolution accepting the written proposal and appropriate portions (if applicable) of the successful Contractor selected.

- E.** AISD will not be responsible for any expenses incurred by the Contractor in preparing and submitting a proposal.
- F.** A system for perpetual record keeping shall be maintained by the Contractor until the file is closed, and for a period of no less than three years thereafter and must make such records available to the District upon request. AISD shall be the absolute unqualified owner of all documents and electronic media prepared pursuant to this project. No information produced as a result of any agreement or contract with AISD can be released without the prior written consent of AISD.
- G.** Questions concerning this solicitation shall be directed in writing to Brenda Dalton, at the address indicated on the face of this document.
- H.** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the AISD Board of Trustees or otherwise not made available to the District.
- I.** AISD proforma contractual document, AISD Consulting Agreement and Felony Conviction Notice, is included herein as Exhibit "D". It is contemplated that this agreement along with the contents of the successful proposal will become a part of the subsequent contractual documents. Failure to accept this obligation may result in cancellation of any award. Any damages accruing to the District as a result of the consultant's failure to contact may be recovered from the consultant.
- J.** A written notice of award mailed or otherwise furnished to the successful Contractor results in a binding contract without further action by either party.
- K.** The District reserves the right to terminate all or any part of the undelivered portion any order resulting from this solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the Vendor, or, if it is deemed in the best interest of the District, for convenience.
- L.** The person whose signature appears on the cover page of this Request For Proposal hereby certifies (by signing this document) that the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.

**Request for Proposal**  
**Dual Language Programs**  
**Proposal Number P10-034**  
**Open 2:00 P.M. November 12, 2009**

- M.** Indemnification – To the fullest extent permitted by applicable law, the Vendor 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 its affiliated enterprises, representatives of the District, and their respective officers, directors, members of the board, partners, employees and agents (collectively "Indemnities") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, land, 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 Vendor 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 Indemnities, so long as it is not caused by the sole negligence or willful misconduct of any Indemnities. 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 Indemnities 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 Indemnities. The provisions of this article shall not be construed to eliminate or reduce any other indemnification or right which the District or any of the Indemnities has by law.

Vendor 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 Vendor or by the District at the direction of Vendor 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 Vendor and Vendor shall be given full opportunity to negotiate a settlement. Vendor 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 Vendor 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.

**AUSTIN INDEPENDENT SCHOOL DISTRICT  
CONSULTING AGREEMENT**

*(Only typewritten agreements will be accepted)*

Automated IFAS Requisition Number: \_\_\_\_\_

Dept./School: \_\_\_\_\_

In order to be considered an independent contractor, the individual must substantiate he or she meets IRS requirements. An employee who has resigned or retired from the District within six months of the effective date of this agreement is ineligible to work as an independent contractor for the District. An employee who has resigned or retired six months or more prior to the effective date of this agreement is ineligible to work as an independent contractor for the District if the proposed contract is within a tax year in which the District is already obligated to issue the individual a Form W2 for other services.

*[See IRS common law guidelines (Publication 15A) or <http://www.irs.gov/govt/fslg/article/0,id=110344,00.html>]*

THIS AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ herein called "Contractor" and the Austin Independent School District, herein called "District." The parties hereto agree as follows:

1. District agrees to contract with the Contractor and the Contractor agrees to personally perform in a manner satisfactory to the District the following services: \_\_\_\_\_

Contractor retains the right to delegate or assign these duties to another individual within his or her employ, but such assignment may only occur after first receiving advance approval from the District.

2. Services are to be performed on the following date(s): \_\_\_\_\_.

3. Compensation: The District agrees to pay Contractor for the above services when satisfactorily performed. Payment will be made according to the Comptroller's published Accounts Payable schedule:

a. a fee not to exceed \$\_\_\_\_\_

b. basis of fee \$\_\_\_\_\_ hourly rate or \$\_\_\_\_\_ daily rate

c. reimbursement of \$\_\_\_\_\_.

i. Mileage: \$.505 cents per mile (<http://www.window.state.tx.us/comptrol/texastra.html>)

ii. Hotel: Reasonable rates. (\$85/day in Texas for state and federal grants)

iii. Meals: Actual meal costs up to \$36 maximum per day including tips and tax in Texas. If an entire day's meals are earned, any portion of the \$36 may be expended for a single meal if desired. **(original receipts required)**

\$8 – Breakfast (depart prior to 8 a.m.); \$11 – Lunch (depart by noon); \$17 – Dinner (depart after 5 p.m. or return after 6 p.m.)

iv. Parking: Original receipt required

v. Miscellaneous: \$1.50/day (no receipts, no explanations)

[Travel Reimbursement Rates approved by the Board of Trustees June 9, 2008.]

4. Taxes: A W-9 tax form must be on file with the District. If you have already submitted a W-9, it is not necessary to complete another one.
5. Termination of Contract: Contractor shall have completed all work covered by this contract and this contract shall terminate unless extended by written mutual agreement of the District and the Contractor at the time final service is completed as indicated in paragraph 2 herein. This contract may be terminated by the District if for any reason the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, in which event the District may terminate the contract by giving written notice of such termination and the effective date of the termination. In the event of termination prior to completion of the contract, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed to the date of termination. The District may also terminate this contract at any time without cause by the furnishing of a five (5) day written notice from the Senior Financial Administrator to the Contractor, but the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed to the total services of this contract, less any compensation previously paid.
6. Contractor and Hold Harmless Agreement: It is agreed that Contractor is an independent contractor and shall be solely responsible for payment of his employees and shall provide, if required, workers' compensation and public liability insurance to protect himself from liability for injuries or damages to his employees and shall further be solely responsible for the withholding and/or payment of any taxes or contributions imposed by any federal, state or local governmental entity by the reason of employment. The Contractor agrees to hold the District harmless from any and all liability that the District may incur, including without limitation, damages of every kind and nature, out-of-pocket costs and legal expenses, incurred by reason of the Contractor's negligence or breach of this contract.
7. Entire Agreement: This contract constitutes the entire agreement of the parties hereto and it may not be changed or altered except by written agreement signed by the parties to this contract.
8. Original Invoice: Contractor agrees to send an original invoice requesting payment for performance of this contract to: **Austin Independent School District, 1111 West 6th Street, Austin, Texas 78703-5300, Attention: Accounts Payable**. Contractor acknowledges that payment for said services will not be processed without receipt of a valid invoice. The Purchase Order number must be included on the invoice.
9. Felony Conviction Notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

This notice is not required of a publicly-held corporation.

10. Governing Law: This Agreement shall be governed by the laws of the State of Texas.

11. Contractor agrees to abide by all local ordinances and state and federal laws in the provision of its services, activities or programs to the District, including but not limited to, the Americans with Disabilities Act, 42 USC §12111, *et seq.*, 29 CFR §130.1, *et seq.*; Section 504 of the 1973 Rehabilitation Act, 34 CFR §104.1, *et seq.*; the Family Educational Rights and Privacy Act, 20 USC §1232g, *et. seq.*, 34 CFR §99.1, *et seq.*; Title IX of the Education Amendments of 1972, 20 USC §1681 *et seq.*, 34 CFR §106.1 *et seq.*

12. Criminal History Record Information:

- a. If an individual employed by Contractor or an approved consultant or an individual Contractor or an individual approved consultant will enter property of the District (“District Property”) from time to time under this contract when one or more students are present on District Property, such individual will be deemed to be a covered employee (hereafter defined) for purposes of this paragraph 12. Contractor shall, at its sole cost and expense, comply with the provisions of Texas Education Code (“TEC”) §22.0834 and the further provisions of this paragraph 12 with regard to each covered employee. In accordance with TEC §22.0834, but in any event prior to the date such covered employee enters District Property when one or more students are present, Contractor shall obtain for each covered employee the criminal history record information as required by TEC §22.0834. **[Contact the Texas Department of Public Safety Crime Records Service at (512) 424-2365, menu option #3, for instructions on obtaining national criminal history record information.]** Contractor shall not allow on District Property any covered employee who has been convicted of (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school. If during the period Contractor is providing services under this Contract, Contractor or the District receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this paragraph 12, Contractor shall prohibit such covered employee from future entry on District Property. As used in this paragraph 12, the term “covered employee” shall mean an individual employed by Contractor or an approved consultant or an individual Contractor or individual approved consultant who has or will have continuing duties on District Property related to the services to be performed in connection with this contract and has or will have direct contact with students. The terms “continuing duties” and “direct contact with students” shall have the meanings designated for such terms in 19 TAC §153.1101. The District will be the final arbiter of what constitutes continuing duties and direct contact with students.
- b. Contractor shall maintain at all times a list of all covered employees (as updated from time to time, the “List of Covered Employees”) which contains the following information for each covered employee: (i) full name; (ii) whether, in accordance with the requirements of TEC §22.0834, Contractor obtained national or state criminal history record information; and (iii) Texas driver’s license or other identification number or such other information as the District may request from time to time to enable the District to obtain criminal history record information for the covered employee.
- c. Prior to any entry on District Property by a covered employee, Contractor shall deliver to the District a hard copy and a disk in a searchable electronic format of the List of Covered Employees for all covered employees, together with Contractor’s written certification on a form provided by the District (“Contractor Certification”) certifying that (i) all information on the List of Covered

Employees attached to the Contractor Certification is true and correct in all respects; (ii) Contractor has obtained all required criminal history record information relating to each covered employee on the List of Covered Employees in accordance with TEC §22.0834; and (iii) none of the covered employees on the List of Covered Employees has a disqualifying criminal history under this paragraph 12.

- d. During the period Contractor is providing services under this contract, each covered employee on the List of Covered Employees who is no longer employed in connection with the services to be provided by Contractor under this contract shall be marked as “inactive” and the last date of such employee’s employment shall be noted. In addition, each new covered employee in connection with the services to be provided by Contractor under this contract from time to time and not included on the most recent List of Covered Employees or previously designated as “inactive” and once again employed rendering services under this contract shall be added to the List of Covered Employees and the date of employment or reemployment shall be noted. Each time Contractor makes a change to the List of Covered Employees pursuant to this subparagraph, Contractor must submit to the District within seven (7) business days of the date of such change (i) an updated List of Covered Workers current as of the fifth (5<sup>th</sup>) business day prior to the date of delivery to the District, together with a Contractor Certification dated within five (5) business days of the date of delivery to the District.
- e. If it is determined that any statement in any Contractor Certification is untrue or misrepresented when made or Contractor otherwise fails to comply with this paragraph 12, Contractor shall be in material default under this contract. Further, if it is determined at any time that a covered employee is on District Property in violation of this paragraph 12, then, notwithstanding anything contained in paragraph 5 hereof to the contrary, Contractor shall immediately remove such covered employee from the District Property with no requirement of written notice from the District and shall prohibit such covered employee from future entry on District Property. The District reserves the right to cause the District’s police or other security personnel to remove such employee from the District’s property.

By signing below, the Contractor certifies that he or she is not an employee of the District. This includes individuals that are not: (a) currently working due to the District’s break/holiday for students and employees; (b) a substitute employee for the District; or (c) a business owned or operated by a District employee.

As the requestor for these contracted services, **I understand and approve the terms of this contract, and assure that contracted services have not begun before a purchase order has been issued.**

**Contractor Information:**

Business Name or D/B/A: \_\_\_\_\_  
Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_ Facsimile: (\_\_\_\_) \_\_\_\_\_  
Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ OR Taxpayer ID Number \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

I, the undersigned Contractor or agent for the firm named above, 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. **The Contractor must complete the following information in accordance with state law.**

*Please sign only one:*

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

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

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

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

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

Name of Felon(s): \_\_\_\_\_ Date: \_\_\_\_\_

*(attach additional sheet if necessary)*

Details of Conviction(s): \_\_\_\_\_

*(attach additional sheet if necessary)*

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

*See Contract Execution Authorization Table for authority to sign contracts and agreements.*

**Less than \$10,000:**

\_\_\_\_\_  
Principal or Department Head Date: \_\_\_\_\_

\_\_\_\_\_  
Associate Superintendent or Supervisor (optional if Compliance Officer signs and is not also line 1) Date: \_\_\_\_\_

\_\_\_\_\_  
Grants Compliance Officer (if grant funds are involved) Date: \_\_\_\_\_

**Board Policy CH Regulation, Purchasing and Acquisitions, states that purchases of \$10,000 or more generally require formal bids and advertising. Purchases of this magnitude must be made through the Purchasing Office. Consulting Agreements over \$25,000 require attached *Suspension and Debarment Certification***

**Between \$10,000 and \$50,000:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Principal or Department Head

\_\_\_\_\_ Date: \_\_\_\_\_  
Associate Superintendent or Supervisor

\_\_\_\_\_ Date: \_\_\_\_\_  
Chief Academic Officer

\_\_\_\_\_ Date: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_ Date: \_\_\_\_\_  
General Counsel

\_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent

**Over \$50,000 (requires Board approval)**

\_\_\_\_\_ Date: \_\_\_\_\_  
Principal or Department Head

\_\_\_\_\_ Date: \_\_\_\_\_  
Associate Superintendent or Supervisor

\_\_\_\_\_ Date: \_\_\_\_\_  
Chief Academic Officer

\_\_\_\_\_ Date: \_\_\_\_\_  
Chief Financial Officer

\_\_\_\_\_ Date: \_\_\_\_\_  
General Counsel

\_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent

\_\_\_\_\_ Date: \_\_\_\_\_  
Board President

**ROUTING**

In addition to the above approvals, this Consulting Agreement should be routed in the following order (follows IFAS PR approval routing):

- \_\_\_\_\_ Grants Accounting (if grant funds are involved), Carruth A370
- \_\_\_\_\_ Finance, Carruth A370
- \_\_\_\_\_ Purchasing Office, Carruth A330

## SUSPENSION AND DEBARMENT CERTIFICATION

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

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

Before an award of \$25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

**I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.**

VENDOR'S NAME: \_\_\_\_\_

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

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

Printed name of company official signing above: \_\_\_\_\_

**CONTRACTOR CERTIFICATION**

I, the undersigned authorized signatory for \_\_\_\_\_ (“Contractor”), certify to the Austin Independent School District (“District”) that:

- 1. All information on the List of Covered Employees dated as of \_\_\_\_\_, 20\_\_\_\_ and attached to this Certification (“List of Covered Employees”) is true and correct in all respects.
- 2. Contractor has obtained all required criminal history record information relating to each covered employee on the List of Covered Employees in accordance with Texas Education Code (“TEC”) §22.0834.
- 3. None of the covered employees on the List of Covered Employees has a disqualifying criminal history under paragraph 12 of the Contract.

Capitalized terms used but not otherwise defined herein shall have the same meanings as designated in the Austin Independent School District Consulting Agreement between the District and Contractor dated \_\_\_\_\_, 20\_\_\_\_ regarding the services to be performed by Contractor as described therein (the “Contract”). This Contractor Certification is delivered to the District pursuant to paragraph 12 of the Contract and TEC §22.0834.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OFFER CERTIFICATION

The undersigned Firm, by signing and executing this offer, certifies and represents to the Austin Independent School District that Firm has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this offer; the Firm also certifies and represents that Firm has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this offer; the Firm certifies and represents that Firm has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Austin Independent School District concerning this offer on the basis of any consideration not authorized by law; the Firm also certifies and represents that Firm has not received any information not available to other Firms so as to give the undersigned a preferential advantage with respect to this offer; the Firm further certifies and represents that Firm has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Firm will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Austin Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this offer; the Firm certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Austin Independent School District in connection with information regarding this offer, the submission of this offer, the award of this offer or the performance, delivery or sale pursuant to this offer.

FIRM NAME \_\_\_\_\_

SIGNED BY \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE - (     ) \_\_\_\_\_ or 1-800 \_\_\_\_\_

FAX NUMBER - (     ) \_\_\_\_\_

DATE \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

## FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

### FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

**VENDOR’S NAME:** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIAL’S NAME:** \_\_\_\_\_

Check only one of the following:

- My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.
- My firm is **NOT** owned nor operated by anyone who has been convicted of a felony.
- My firm **IS** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_

(attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_

(attach additional sheet if necessary)

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

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

## General Instructions

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

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

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## 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

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. 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 the “Business name” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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 domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

<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 second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**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.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.