



**BUSINESS SERVICES – PURCHASING
FOOD CATERING SERVICES
RFP 2019-002**

RESPONSE DEADLINE: June 25, 2024 @ 2PM CST

SEND RESPONSES TO: Little Elm Independent School District
Business Services – Purchasing
300 Lobo Lane, Little Elm, TX 75068

COMPANY NAME: _____

COMPANY ADDRESS: _____
ADDRESS

CITY

STATE

ZIP

TELEPHONE NO.: _____

FAX NO.: _____

E-MAIL ADDRESS: _____

SUBMITTED BY: _____
(PLEASE PRINT) TITLE

SIGNATURE: _____

Use this page as a Cover Sheet and turn in completed with your proposal.

No phone calls shall be accepted during the solicitation posting. Email or Fax communications are the only acceptable forms of communication and shall be posed during the designated and acceptable time frame according to the solicitation.

1.0 Notice to Proposers

The Little Elm Independent School District (LEISD) is soliciting Request for Proposals (hereafter called proposal, RFP) for the products and/or services per the specifications stated elsewhere in this solicitation document. Proposals shall be in a sealed envelope marked on the outside with the offeror's name and address and proposal number (Food Catering Services, RFP 2019-002) and submitted to:

Symone Jones, Purchasing Coordinator
Business Services – Purchasing
Little Elm Independent School District
300 Lobo Lane, Little Elm, TX 75068

Proposals will be received at the above address until 2PM CST June 25, 2024. Proposals may be opened as received. Prices will not be read, nor disclosed in any other manner until award is made.

Prospective respondents are prohibited from contacting any Board Member, Superintendent, senior staff member, principal, department head, director, manager, or other LEISD employees who has influence in the evaluation or selection process.

Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFP. LEISD will not be responsible for mail delivered from the post office, United Parcel Service, FedEx or any courier or delivery service. Vendors must submit sealed proposals on the forms that are provided, together with any material required by this proposal by the time and date specified. Proposals will be received and considered until the response deadline date.

Any submission of information or documents to the District pursuant to this proposal is deemed public information by the District unless the Purchasing Coordinator of the District is notified in the vendor's response. The District reserves the right to accept or reject each item separately or as a whole. The District reserves the right to reject any or all bids or proposals and to waive any informality. Any reference within the following pages of this document to bid, Request for Proposal (RFP), Competitive Sealed Proposal (CSP) could be technically inaccurate but should be construed to mean and are used interchangeably as the designated legal method of procurement listed at the top of this page. It is the responsibility of the vendor to monitor the District's website at <http://www.littleelmsd.net/Page/3537> for any addenda to the proposal. Failure to follow any posted addenda may render your proposal non-responsive.

There will be no pre-proposal meeting for this proposal.

For communication purposes, all questions and inquiries regarding this document shall only be directed in writing by e-mail to the attention of Symone Jones, sjones@littleelmsd.net.

No order is valid under an award resulting from this procurement process until a valid Purchase Order or contract for services with invoicing and/or payment instructions is issued to the vendor.

2.0 Little Elm Independent School District (LEISD)

LEISD is located primarily in southeast Denton County, Texas and encompasses 40 square miles. The school district's boundaries are not the same as municipal boundaries; therefore, LEISD provides instructional services to children who live in portions of Little Elm, Frisco, Hackberry, Lakewood Village, Oak Point, and the Colony. There are 7,400 students in five (5) elementary schools, a K-8 campus, a sixth grade center, a middle school, and one high school. The Administrative offices are located at 300 Lobo Lane, Little Elm, TX 75068. Other administrative and support facilities are located elsewhere in the District. The District employs approximately 868 full time equivalent staff annually.

3.0 Instructions to Proposers

The following instructions by LEISD are intended to afford offerors an equal opportunity to participate in the proposal process. *The terms offeror, contractor, proposer, vendor, and/or bidder refer to the person/firm that submits the offer to this solicitation document. The terms LEISD, owner, district, and/or government entity refer to Little Elm Independent School District.*

3.1 Submission of Proposals, Specifications

Before submitting an offer to this solicitation, offerors shall familiarize themselves with all parts of this solicitation because these parts become a part of any resulting contract. Offerors are expected to examine the specifications, standard provisions, statement of objectives, and all instructions contained in this proposal document. Failure to do so will be at the Offeror's risk. An offer submitted will be construed by the LEISD Board of Trustees to indicate that the offeror agrees to carry out the furnishing of products and/or services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets' conditions. Offers submitted on other than the authorized forms provided in this solicitation document or with different terms or provisions may be considered to be non-responsive.

3.2 Original RFP Document, Modification or Withdrawal of Proposals

LEISD shall retain the proposal and all related terms and conditions, addenda, exhibits and other attachments, in original form. Proposals may be modified or withdrawn by written notice received by LEISD's Purchasing Coordinator prior to the exact hour and date specified for receipt of proposals. A proposal may be withdrawn in person by an offeror or its authorized representative prior to the opening date and time; provided the offeror's identity is made known and the offeror signs a receipt for the proposal.

3.3 Functional Area Experts and Other District Employees

A functional area expert, day-to-day contract administrators or managers for LEISD may be identified elsewhere in this document. These LEISD employees are not authorized to substantially amend this solicitation document or to substantially modify the subsequent contract. Substantially includes, but is not limited to, changes to delivery dates, place of delivery, and/or specifications that significantly alter the form, fit, and function of a product or the scope of work of a service. Amendments to solicitation documents will be made by the Purchasing Coordinator. Modifications to contracts/agreements will be made by the Purchasing Coordinator, the CFO/Associate Superintendent for Business, or the Superintendent in accordance with the LEISD Board's guidance, policies, and/or procedures. If a vendor acts on the guidance of a district employee or attempts or gains a modification/amendment from a district employee that is not authorized, to make changes, the vendor does so at his or her own risk or peril and risks the termination of its contract/agreement.

3.4 Restricted Contact Period

From the date of RFP issue, to execution of an award by the Board and/or the execution of a negotiated contract, whichever represents the final act in the procurement process, the vendor shall not make available or discuss any part of their proposal with any District employee, unless prior permission is requested in writing by the offeror and granted in writing, from the CFO, Purchasing Coordinator or designee. The restricted contact period shall mean a prohibition on any communication regarding the proposal between:

- A. Any person who seeks an award from the District or its affiliated entities including a potential vendor or vendor's representative.
- B. Any Board member, Superintendent, senior staff member, principal, department head, director, manager, functional area experts, day-to-day contract administrators, teachers and any other district employees who has influence in the evaluation or selection process.
- C. Campaign contributions, gifts, donations, and any other items of value are prohibited between the parties defined above for any known contract under consideration during the restricted contact period. The District shall review historical campaign finance reports to identify campaign contributions for the applicable period and hold newly elected Board members to the same accountability standard as existing Board members during the restricted contact period.

3.5 Communication, Questions, Inquiries

The sole contact between the LEISD and vendor for questions, inquires, clarifications or interpretations related to the terms and conditions, process, procedures, language, and/or specifications of the proposal is the Purchasing Coordinator or designee. For communication purposes all questions and inquiries regarding this document shall only be directed in writing by e-mail to the attention of Symone Jones at sjones@littleelmsd.net. All questions will be directed to the technical/functional expert for response and included in any addendum or update to be distributed to all interested offerors. Offerors are prohibited from contacting the technical/functional expert directly for information related to this proposal. Oral explanations or instructions will not be binding. Nothing in this policy shall prohibit the LEISD purchasing staff from initiating contact with a potential vendor or vendor's representative and subsequent communication for the purpose of obtaining or clarifying information regarding a response to an RFP, bid, or competitive solicitation. Such contact shall be in writing and shall be provided to the members of the applicable procurement staff, including any response thereto.

3.6 Originals/Copies - Submission Deadline and Location

The RFP and all attachments, to also include any applicable & acknowledged addenda, are to be included within the required proposal submissions which include one (1) original signature copy, marked "ORIGINAL" along with four (4) copies of your proposal marked "Copy 1" through "Copy 4". The signer of the PROPOSAL for the vendor shall be a legally authorized representative capable of binding, through contract, the vendor and vendor's organization. The original proposal, all attachments and all required copies may be bundled in one sealed package. Proposals must be submitted in sufficient time to be received with date and time stamped at LEISD's Purchasing Office on or before the published deadline date and time shown on the RFP. Proposals received after the published date and time will not be considered. Faxed proposals will not be accepted. Proposals may be delivered in person or addressed as follows with "RFP 2019-002, Food Catering Services" **clearly marked on the outside of the sealed package to:**

Symone Jones – Purchasing Coordinator
Business Services
Little Elm ISD
300 Lobo Lane
Little Elm, TX 75068

This is an ongoing open RFP and all proposals shall be submitted and received by the District **as soon as possible through June 25, 2024 at 2PM CST.**

3.7 Discussions and Negotiations

Discussions/negotiations may be conducted with offerors who are deemed to be within the final competitive range. LEISD reserves the right to award a contract without discussions/negotiations. The competitive range will be determined by LEISD's Purchasing Coordinator and will include only those initial offers that the Purchasing Coordinator determines have a reasonable chance of being awarded a contract.

3.8 Best and Final Offers

If discussions or negotiations are conducted, offerors may be required to submit a best and final offer if price, delivery or factors agreed to during negotiations have changed from the originally submitted proposal. Best and final offers must be received by the date and time provided during discussions or negotiations or the originally submitted proposal will be used for further evaluation and award recommendation. Best and final offers may be required as early as 24 hours after completion of negotiations/discussions.

3.9 Information Required

Each offeror shall furnish the information required by the RFP documents. The offeror shall sign all required forms that the proposal indicates and return with the offer. Erasures or other changes must be initialed by the person signing the documents. Proposals signed by an agent are to be accompanied by evidence of its authority unless such evidence has been previously furnished to LEISD.

3.10 Opening Proposals

All proposals shall be opened as soon as received. A formal opening will not be held and prices will not be read. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but LEISD's records are a matter of public record.

3.11 Procurement Schedule

This following procurement schedule will be utilized for this process:

Release of RFP:	February 15, 2019		
Pre-Proposal Meeting:	N/A		
Deadline to Submit Questions:	N/A		
Answers to Questions (if needed):			
Bid Close Date:	June 25, 2024	at	2 PM
Evaluation Period:		-	
Board Approval:	As required periodically		
Effective Date of Resulting Agreement:	Continual until June 25, 2024		
(Dates and times subject to change and will be notified by Addendum)			

3.12 Responsibility of Offerors

The following is at the responsibility of the offeror:

- A. It is the offerors duty to understand the proposal; any misunderstanding is the responsibility of the offeror; the District has no obligation to correct, reject or question any portion of the proposal.
- B. Inspect all documents to assure completeness, legibility, and accuracy.
- C. The responsibility for compliance with this solicitation and the subsequent contract shall be with the offeror
- D. Abide by all proposal requirements, or else the proposal may be rejected by the District regardless of type or significance of noncompliance.
- E. Offerors are expected to provide prompt service that is due under this contract including warranties. Past performance of Offerors' may be a factor in awarding future contracts.
- F. Offerors are expected to deliver service/product per specifications.
- G. The proposer declares that in the event of the award of a contract, to the undersigned, to this offer will comply with the Immigration Reform & Control Act of 1986.

4.0 General Terms and Conditions

4.1 Conditions of Agreement

The resulting contract shall consist of (1)LEISD solicitation and any changes, additions, deletions or clarification per addenda, (2)Negotiations rendered to writing and signed by both parties, (3)Instructions to Offerors, (4)Terms and

Conditions, (5)Contract Specifications, and (6)Response/Proposal Forms. This shall also be the priority order by which any conflict in the contract shall be resolved.

4.2 Proposal Submittal

A signed, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation, combined with the acceptance of said proposal by the District. No products shall be delivered, nor work be performed without a Purchase Order issued to the successful vendor(s), written on an official District Purchase Order Form, prior to the products being delivered or work being performed. Under NO circumstances are vendors to deliver products or perform work without a valid Purchase Order received prior to the delivery or performance.

4.3 Brands and Models

Brands and model numbers, where listed, are used for specification reference only, unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item. If a brand/model is offered other than that specified, complete descriptive information of the offered product must be included with the proposal. If the offeror takes no exception to specifications of referenced data, brand names/models, etc., it must be provided as specified.

4.4 Equivalent or Approved Equal To

Whenever a product is defined in any of the Conditions of Agreement by describing a proprietary product, or by using the name/model of a manufacturer or vendor, the term "or other units considered to be equivalent", if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency. Products being proposed as an equal to the items specified must be available for inspection/evaluation by LEISD. Determination of equivalent or approved equal is at the sole discretion of LEISD.

4.5 Samples

When requested, samples must be furnished within five (5) business days of the request at no cost to the District. If not destroyed during evaluation, samples may be returned to the offeror on request and at offeror's expense.

4.6 Specifications

The offeror shall note in writing any deviations, including manufacturer and/or model, from the specifications and shall submit those changed specifications as alternates.

4.7 Resulting Contract

LEISD shall award contracts based upon the lowest, responsive, responsible offer, price and other factors considered as required in Texas Education Code §44.031(b). It is not the practice of the district to award purchases on the basis of low price alone. The District shall select the offeror(s) that offer the best value for LEISD's needs [§44.0352(d)].

4.8 Evaluation Criteria

If deemed necessary, proposals shall be evaluated by a committee designated by LEISD Business Services. Evaluation criteria for this RFP shall be as follows. The evaluation will be made based upon information provided within the Proposal, by the Proposer during RFP specific presentations or negotiations, news articles, press releases, client references, industry references, vendors and related sources, and any other sources. Finalists will be determined by applying the following criteria established by the Texas Education Code §44.031 (b) as the primary evaluation criteria.

4.9 Reservation of Rights

LEISD expressly reserves the right to:

- A. Reject or cancel any or all proposals
- B. Waive any defect, irregularity or informality in any proposal or RFP procedure

- C. Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired
- D. Reissue an RFP as needed to ensure that the District needs are met.
- E. Consider and accept an alternate proposal as provided herein when most advantageous to LEISD;
- F. Cancel the contract with a thirty day written notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds
- G. Procure any item or services by other means to meet time-sensitive requirements.
- H. Be the sole judge of quality and equality

4.10 Acceptance of Award

Notification of award will be communicated by a letter of acceptance or may be made public on the District's Purchasing website (<http://www.littleelmsd.net/Page/3537>). If notified by letter, the letter of acceptance, citing the RFP, consummates the contract, which consists of the RFP, the vendor's offer, and the signed letter of acceptance. Subsequent purchase or delivery orders may be issued as appropriate.

4.11 Invoices and Payments

Offerors shall submit separate invoices, in duplicate, on each purchase order after each delivery and/or completed project. Invoices shall indicate the purchase order number and the RFP number. Invoices shall be itemized. If applicable, a copy of the bill of lading should be attached to the invoice and mailed to LEISD at the address specified on the purchase order. No charge or addition to the accepted price shall be made by the vendor for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by LEISD (unless specified in the specifications) or the project has been completed and the above instruments are submitted and the invoice has been accepted by LEISD. All prices shall be F.O.B. destination. Funds for completed purchase orders concerning this contract will be available within thirty (30) days of completion and acceptance by the district.

4.12 Warranty Price

The price to be paid shall be that contained in Offeror's proposal which Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event Offeror breaches this warranty, the prices of the items shall be reduced to the Offeror's current prices on orders by others, or in the alternative, LEISD may cancel this RFP without liability to Offeror for breach. Quotes provided to the district, under any resulting contract or agreement from this process, shall reference the products awarded with this contract and shall reflect any discount, in addition to RFP number.

4.13 Termination

LEISD shall have the right to terminate for default all or any part of this contract if Offeror breaches any of the terms hereof or if the Offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which LEISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance. LEISD has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective. LEISD may terminate the contract and debar the vendor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

4.14 Assignment Delegation

No right or interest in this contract shall be assigned or any obligation delegated by Offeror without the written permission of LEISD.

4.15 Interpretation

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

4.16 Applicable Law

This proposal, and its resulting contract, shall be governed first by the laws of the State of Texas, and venue for any disputes arising thereunder shall be in Denton County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

4.17 Notification of Criminal Record

The person or entity submitting an offer must give notice to the district, at the time of offer submission, 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 this conviction of a felony (this requirement does not apply to a publicly held corporation).

4.18 Insurance

The successful offeror, at its own expense, shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-) authorized to do business in Texas. Certificates of Insurance shall be provided upon request from LEISD and the contractor must have a certificate of coverage prior to being awarded the contract.

4.19 Indemnification and Hold Harmless

Except as otherwise expressly provided, Offeror shall defend, indemnify, and hold LEISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

4.20 Assignment of Overcharge Claims

Successful Offeror shall assign to LEISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

4.21 Use by Other Government Entities

The Texas Education Code 44.031 (a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful bidder only. In the event the successful bidder allows another governmental entity to join the Little Elm ISD contract, it is expressly understood that the Little Elm ISD shall in no way liable for the obligations of the joining governmental entity.

4.22 Reproduction

Copies of this Request For Proposals document may be reproduced for convenience in collaborating or working with other individuals in the company submitting the proposal; however, the vendor registered as the plan holder must submit his/her proposal on the original Request For Proposals document. NOTE: Vendors may not collaborate with any other vendor in preparing his/her proposal.

4.23 Assignment and Delegation

No right or interest in a contract resulting from this request for Request For Proposals process shall be assigned or any obligation delegated by Offeror without the written permission of the LEISD.

4.24 Distribution

The Little Elm Independent School District owns the exclusive right to distribute this and any procurement document to vendors requesting to be included in the procurement process or to vendors that have been identified as vendors qualified to provide the goods and/or services required in this document.

5.0 Scope of Services and Specifications

LEISD is requesting written proposals from qualified firms to establish a list of qualified vendors that offer food catering services along with providing exceptional service and competitive pricing for District staff. This contract is not intended to provide food items for student consumption.

5.1 Statement of Objective

This proposal process is anticipated to provide the District staff with an approved list of vendors offering catering services to the District. The District intends to provide its patrons with catering services at a fiscally responsible cost. While the offeror cost is of great importance, proposing the lowest price will not assure award of the service. The District will demand safe, reliable, on-time and efficient services; failure to address District concerns and/or requirements for any such matter will disqualify the offeror from consideration. These services are to be provided on an “as needed” basis. Orders shall be delivered to any of the District locations or orders may be picked up by the participating school or department. The food catering services are including, but not limited to: Baked Goods (Donuts, Danish, Bagels, Muffins or other pastries with condiments), Platters or Trays, Boxed Lunches, Deli Sandwiches, Buffets, Pizzas, Deserts and Beverages. Each individual school or department will place orders using an approved purchase order. Locations for each school may be obtained from the following link:
<https://www.littleelmsd.net/cms/lib5/TX01918043/Centricity/Domain/914/Campus%20List.pdf>.

5.2 Annual Expenditure

The estimated expenditure for this contract is approximately \$80,000.00 per year. This estimate should not be construed to be a guarantee of either minimum or maximum since usage is dependent upon actual needs and available funding. The District cannot provide dates, quantities, or menu choices for possible future catering needs nor guarantee orders.

5.3 Price

The offeror should propose its lowest and best price, F.O.B. destination, on each item. All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink. Failure to manually sign the offer will disqualify it. Proposed price should be firm (fixed). If the Offeror, however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal. The economic price adjustment should give the maximum price increase (either % or \$) and the date and/or event at which the increase would be effective. LEISD is exempt from federal excise taxes, state and local sales and use taxes.

5.4 Terms of Contract

This is a service contract and is effective until June 25, 2024. It is the district's intent to add additional vendors as they become available or enter the local market. Responses to the proposal may be turned in at any time during the term of the contract, but it is advisable to submit as soon as possible to begin providing services to the District. Proposals will be evaluated and received, and either accepted or rejected by the District. Awards will be based on the respondent's submittal meeting the requirements established herein and offeror's will be notified of the District's decision.

5.5 Discounts

Any discounts provided in response to this solicitation shall remain firm for the life of the contract, including any extension periods exercised.

5.6 Minimum Requirements

Qualified offerors shall have at least three (3) years of experience in providing catering services. Qualified offerors will be financially stable and not currently engaged in bankruptcy proceedings, being acquired, merging with another company, or a party to a material lawsuit. The District reserves the option of validating financial and control status and matters with the offeror before awarding the services. Qualified proposers must provide satisfactory assurance as to the financial capacity to purchase, lease, or otherwise supply the quantity, types and age of vehicles specified in this Proposal or its supporting exhibits. Failure to satisfy this concern may cause the District to reject the proposal.

5.7 Evidence of Responsibility

Proposer's responses to questions included in the questionnaire will be used to evaluate each proposer's capability to provide proper and satisfactory catering services as required pursuant to this specification. Upon request of LEISD, a Proposer whose proposal is under consideration for award of a contract may be required to submit additional information to support information previously adopted.

5.8 Invoices and statements

The invoices must show the purchase order number, school or department catering location, event date, setup time and serving time, menu item(s) quantity, unit price, extended price and total amount of invoice. Authorized Little Elm ISD personnel must sign the invoice(s). All delivery tickets for catering will be signed by the school or department end user for verification.

5.9 Proposal Disclosure

All proposals received shall remain confidential until a contract resulting from this proposal is awarded by the LEISD Board, thereafter the proposal shall be deemed a public record. In the event that a proposer desires to claim that portions of its proposal are exempt from disclosure, the proposer must mark such portions as "Confidential and Proprietary" and LEISD may submit such information to the Texas Attorney General for a ruling as to whether the information is exempt from disclosure.

- A. Until an agreement resulting from this proposal is executed, no employee, agent or representative of any proposer shall make available or discuss its proposal with the press, any elected or appointed official or officer of LEISD, or any employee, agent, or other representative of LEISD, unless specifically allowed to do so in this proposal or in writing by LEISD for the purposes of clarification, evaluation and/or negotiation.
- B. Proposers shall not issue any news release(s) or make any statement to the news media pertaining to this proposal or any proposal and/or contract or work resulting there from without the prior written approval of LEISD, and then only in cooperation with LEISD.

5.10 Contractor's Response to the RFP Questionnaire

Each Proposer must submit one (1) original and four (4) copies of the Proposal Questionnaire with all questions answered with the proposal response. This response will be used by LEISD during the evaluation and selection process. LEISD may also contact other organizations cited, such as banks and references, to verify that the Proposer's response is accurate. Proposers are hereby advised that LEISD maintains the sole and exclusive right to determine whether or not any proposer is responsible and can provide satisfactory services as defined herein. LEISD has attempted to provide upfront and accurate information contained in this proposal document. Changes from any previously released proposal documents may have only been done in an attempt to update or provide the best and most accurate information available from LEISD.

5.11 Orders

Vendor(s) should be local and within reasonable driving distance of Little Elm ISD to allow purchases and deliveries to be made quickly and easily. The selected caterer shall be responsible for delivery, set-up, serving and clean-up if required by the school or department that is ordering food. The end user schools or departments shall be responsible for scheduling, correct ordering and coordinating the event with the vendor.

5.12 Selection of Vendor

Each campus or department will make the final determination on which catering vendor is the most suitable to meet their needs. This proposal is intended to be awarded to multiple vendors on an incremental basis during the offering period.

5.13 Product Quality

Product shall be delivered in sealed containers and those containers shall be of a quality that will not leak under normal handling. Food shall be protected in transit using insulated food transport containers approved by the National Sanitation Foundation (NSF). Food must be prepared, stored and transported at the proper temperature according to Texas Food Establishment Rules (TFER). All menu products shall be freshly prepared and served. Day old products are unacceptable. Products shall be uniform in size and shape, uniformly sliced, and free of foreign objects. No alcoholic beverages are to be offered or served as part of this proposal.

5.14 Proposal Evaluation and Criteria

As provided in the Texas Education Code 44.031 (b), Little Elm ISD will evaluate this proposal on a scale of 100 using the following weighted criteria. Using the criteria and weights, the District Committee will evaluate and rank this proposal to determine the offer that presents the best value to the District. :

- A. Price – 20%
- B. Reputation of the vendor – 20%
- C. Qualities of the vendor's goods or services – 30%
- D. The extent to which the goods and services meet the District's needs – 25%
- E. The vendor's past relationship with the District – 5%
- F. The long-term cost to the District to acquire the vendor's goods or services
- G. The impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses
- H. Any other relevant factor specifically listed in the request for bids or proposals

5.15 Proposal Award

The district reserves the right to accept or reject any and all proposals and to waive technicalities and informalities, and to be the sole judge of quality and equality. Awards will be based on what in our opinion is most advantageous to Little Elm ISD. Awarded contracts may or may not be exclusive and may be awarded to multiple bidders. The District may issue multiple bids or requests for proposals at a later date in order to seek additional bidders for the same time period, in the best interest of the District. If needed, the District may also utilize federal and state contracts, interlocal cooperative contracts or any legal procurement method to procure the same or similar products and services.

5.16 Response Forms and Proposal Format

The offeror shall sign all required forms that the proposal indicates and return with the offer. Failure to complete and submit these forms is grounds for disqualification of your offer. The items listed below shall be submitted with each proposal and should be submitted in the order shown. Failure to include all listed items may result in the rejection of the proposal. Proposal should include one (1) original signature copy, marked "ORIGINAL" along with four (4) copies of your proposal marked "Copy 1" through "Copy 4". Proposal and all required forms must be submitted together by the submission date in order for the proposal to be considered for selection. If additional information for each response is required, you may attach additional pages. The required forms and format are as follows:

- A. Vendor Response Questionnaire
- B. Proposal Form
- C. Debarment or Suspension Certification Form
- D. Felony Conviction Notice and Criminal History
- E. Contractor Certification Form
- F. Certificate of Interested Parties (Form 1295)
- G. Chapter 2270 (Boycott Verification)

- H. Insurance Affidavit
- I. Conflict of Interest Questionnaire and Compliance Form
- J. IRS Form W-9
- K. Interlocal Agreement
- L. Any Additional Supporting Documentation



BUSINESS SERVICES – PURCHASING
this page must be completed and submitted to be considered for award
VENDOR RESPONSE QUESTIONNAIRE

Company Profile

1. Legal name of the company: _____

Address of office providing service: _____

Number of years in business: _____ Annual sales volume: _____

Type of operation: Individual _____ Partnership _____

Corporation _____ Government _____

Non-Collusion Statement: Do you affirm that you are duly authorized to execute this contract, that this company, corporation or firm has not prepared this proposal in collusion with any other bidder, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the opening of this proposal?

Authorized Signature:

Typed/Printed Name _____

Position with company _____

Contact Person

2. Please provide the following information regarding the person in your company that orders are to be placed with.

Representative's name: _____

Address: _____

Phone Number: _____

Email Address: _____

Location of Business

3. Is your firm's principal place of business located within the boundaries of the District?

YES _____

NO _____



BUSINESS SERVICES – PURCHASING

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Is your firm's principal place of business located within the State of Texas?

YES _____ NO _____

4. Is your company currently for sale or involved in any transactions to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms. Yes No

5. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the Little Elm Independent School District.

6. Does any relationship exist whether by relative, business associate, capital Funding agreement or any other such kinship between your company and any Little Elm ISD employee? If yes, please explain. Yes No

7. Will your company accept Little Elm ISD Purchase Orders? Yes No

After type of service and quantity is determined a purchase order will be provided to you. An original invoice with PO number must accompany order which will be submitted to our accounts Payable Department for payment.

8. Will you accept a credit card? Yes No

9. Is your business pick-up only? Yes No

10. Can your company deliver orders directly to the campus or department? Yes No

If yes, state fee \$ _____

11. Is gratuity included? Yes No If yes, what percent. _____ %



BUSINESS SERVICES – PURCHASING

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12. Please enclose with your Proposal a copy of the following:

- The last two (2) Health Inspection Reports Yes No
 - A copy of your Permit from your local Health Department Yes No
 - A copy of Food Handling Certificate(s) Yes No
 - Certificate of General Liability Insurance Yes No
 - Certificate of Auto Liability Insurance Yes No
 - Certificate of Workman’s compensation Yes No
- If no for any question, please explain. _____
- _____
- _____

13. List three (3) clients that have purchased similar services that are located near the district.
Be sure to provide contact information that is valid and current. If you can provide an email address please do so.

- A. Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____
How long with Client: _____
- B. Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____
How long with Client: _____
- C. Company Name: _____
Address: _____
Telephone Number: _____
Contact Person: _____
How long with Client: _____

14. Does your company provide a discount from menu price? Yes No
Please explain discount. _____

15. If awarded can your company provide menus if awarded the proposal?
Yes No

16. Do you have your menus on a web page? Yes No



BUSINESS SERVICES – PURCHASING

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17. Please provide the web address.

18. Are paper napkins, tableware and or serving utensils provided at no charge?

Yes No

19. If your organization has multiple participating locations, list the name of the company, address, telephone number, fax number, contact person, and email address for each location.

20. Is your company willing to allow other governmental entities to purchase off of this contract, if awarded under the same terms and conditions? YES NO

21. Negotiation: Will your firm work with each of the LEISD locations to accommodate their budget for food catering?

Yes No



BUSINESS SERVICES – PURCHASING
this page must be completed and submitted to be considered for award
PROPOSAL FORM
GROUP A: BAKERY DELICACIES

1. Have you included a detailed priced menu listing all products? Yes No

If no, what is the method you use in specifying product and prices?

A. What are your minimum order delivery requirements? \$ _____

B. What is your required order lead-time for placing orders? _____ Days

C. What are your charges for delivery and set-up?

Delivery \$ _____

Set-up \$ _____

D. List tableware and/or serving utensils provided as part of the set-up.

E. List items that you have available. _____

GROUP B: PLATTERS AND TRAYS

1. Have you included a detailed priced menu listing all products? Yes No

If no, what is the method you use in specifying product and prices?

A. What are your minimum order delivery requirements? \$ _____

B. What is your required order lead-time for placing orders? _____ Days

C. What are your charges for delivery and set- up?

Delivery \$ _____



BUSINESS SERVICES – PURCHASING
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Set-up \$ _____

D. List tableware and/or serving utensils provided as part of the set-up.

E. List items that you have available.

GROUP C: BANQUET STYLE SERVICE

1. Have you included a detailed priced menu listing all products? Yes No

If no, what is the method you use in specifying product and prices?

A. What are your minimum order requirements? \$ _____

B. What is your required order lead-time for placing orders? _____ Days

C. What are your charges for delivery and set- up?

Delivery \$ _____

Set-up \$ _____

D. List tableware and/or serving utensils provided as part of the set-up.

E. List items that you have available. _____



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DEBARMENT OR SUSPENSION CERTIFICATION FORM

This form is required by regulations implementing Executive Order 12549, requiring vendors competing for contracts that are funded, fully or in part, with Federal Funds, to disclose whether that vendor has been debarred, suspended, ineligible or voluntarily been excluded from contracts of lower tiered covered transaction. Instructions on determining this information is included in the form. Vendors competing for contracts that are fully or partially funded with Federal Funds are required to disclose Lobbying Activities in conjunction with the pursuit of business. This form is provided for Vendors to disclose any Lobbying Activity identified in the instructions provided with this form. This form must be completed and returned for a proposal or bid to be considered, even if there is no lobbying activity to report.

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

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

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

FIRM'S NAME: _____

ADDRESS: _____

CITY: _____

STATE: _____ ZIP CODE: _____ + _____

PHONE: (____) _____ - _____

FAX: (____) _____ - _____

E-MAIL: _____ @ _____

AUTHORIZED COMPANY OFFICIAL'S NAME (Printed or typed)

TITLE OF AUTHORIZED OFFICIAL

SIGNATURE OF AUTHORIZED OFFICIAL:

DATE:



BUSINESS SERVICES – PURCHASING

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FELONY CONVICTION AND CRIMINAL HISTORY NOTICE

Texas State Law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been convicted of a felony. This form addresses this Requirement and must be submitted. NOTE: Conviction of a felony does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case by case basis. This form must be completed and returned for a proposal or bid to be considered.

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code, Section 44.034. Following is an example of a 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 public entity must give advance notice to the public entity 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 public entity may terminate a contract with a person or business entity if the public entity 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 public entity 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 (PRINTED): _____

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

Signature of Company Official: _____

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

Signature of Company Official: _____

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

Name of Felon(s): _____

Detail of Conviction: _____

Signature of Company Official: _____



BUSINESS SERVICES – PURCHASING
this page must be completed and submitted to be considered for award
CONTRACTOR CERTIFICATION FORM

Texas Education Code chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. This form certifies that the vendors submitting will perform the required background check according to state law. This form must be completed and returned for a proposal or bid to be considered.

Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed in the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Company/Contractor agrees to check the criminal history of personnel being provided to LEISD under the agreement pursuant to Chapter 22, Subchapter C, and Section 22.0834 of the Texas Education Code and hereby certifies that company/contractor has received all criminal history record information on said personnel. **Furthermore, company/contractor agrees to provide only those personnel with an appropriate background pursuant to Chapter 22, Subchapter C, and Section 22.085 of the Texas Education Code.**

On behalf of _____ ("Contractor"), I certify that [check one]:

None of the Contractor's employees are **covered employees**, as defined above.

Or

Some or all of the Contractor's employees are **covered employees**. If this box is selected, I further certify that:

- (1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.
- (2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance by Contractor with this certification may be grounds for contract termination.

Printed Name

Title

Signature

Date



BUSINESS SERVICES – PURCHASING

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CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

This form is required of Interested Parties who enter into qualifying contracts defined in HB1295. Failure to file this form with the Texas Ethics Commission will disqualify any qualifying contract and cause the District to dismiss any bid or proposal. Qualifying contracts are defined as: (1) requires an action or vote by the governing body of the entity or agency (school district) before the contract may be signed; or (2) has a value of at least \$1 million. Purchase Orders, when issued as delivery orders in conjunction with an awarded bid or proposal, are considered contracts and qualify for disclosure under this requirement. Any bid or proposal awarded by the Little Elm ISD Board of Trustees will require the interested party to complete this filing online before purchases will be made under the awarded agreement, whether or not a separate contract document is executed. Complete instructions and important information can be located from the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret [House Bill 1295](#).

Filing Process:

By January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site by January 1, 2016.

A sample Form 1295 is included in this procurement document to make prospective vendors aware of this requirement. Vendors are NOT required to complete the enclosed form and include it in their response. Complete instructions and important information can be located at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Additional Information:

[HB 1295](#)

Certificate of Interested Parties ([Form 1295](#))

New Chapter 46, Ethics Commission Rules:

[46.1. Application](#)

[46.3. Definitions](#)

[46.5. Disclosure of Interested Parties Form](#)



BUSINESS SERVICES – PURCHASING

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CHAPTER 2270 (BOYCOTT VERIFICATION)

This form contains a requirement for vendors competing on government contracts to declare that, at the time of they are seeking to contract with a government entity they 1) do not boycott Israel, and 2) they will not boycott Israel during the term of the contract with the government entity. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit. This requirement became effective on September 1, 2017 resulting from the passage of House Bill 89. (Pursuant to Texas Government Code §2270 and §808.001).

The undersigned authorized representative of the company named below (hereinafter referred to as Company), pursuant to Texas Government Code Chapter 2270, verifies, represents and warrants to the Little Elm I.S.D. that the Company:

1. Does not boycott Israel, and;
2. Will not boycott Israel during the term of the contract (if any) between the above-named Company, business or individual with the Little Elm Independent School District

This statement will also be included in any contract that may result from this procurement.

Pursuant to Texas Government Code Sections 2270.001 and 808.001:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

THE COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE LITTLE ELM I.S.D., ITS OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DAMAGES, EXPENSES, AND COSTS OF ANY NATURE BASED UPON LITTLE ELM I.S.D.'S RELIANCE ON THIS VERIFICATION.

Signature of Company Representative

Date

Printed Name

Title

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Note: I understand that providing false information on this form may be grounds for debarment and discontinuation of all business with LEISD.



BUSINESS SERVICES – PURCHASING

this page must be completed and submitted to be considered for award

COMMITMENT TO PROVIDE INSURANCE AFFIDAVIT

This form is used for vendors to include as confirmation of their agreement to provide insurance in the required coverage, naming LEISD as an additional insured, if awarded a contract under this solicitation process.

If the Bidder shown below is awarded this contract by Little Elm ISD, the bidder will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to the Little Elm ISD Purchasing Department, meeting all of the insurance requirements in this bid.

Insurance Coverage Required:	Each Person	Each Occurrence
Bodily Injury Liability:	\$100,000.00	\$300,000.00
Personal Injury Liability:	\$100,000.00	\$300,000.00
Property Damage Liability:		\$100,000.00
Worker's Compensation:	Contractor shall provide all necessary Workman's Compensation Insurance as may be required by local, state and federal law.	

Agent's Name: _____

Agency Name: _____

Address: _____

City: _____ State: _____ ZIP: _____ - _____

Telephone No: (_____) _____ - _____ Fax No: (_____) _____ - _____

Bidder's Name: _____

Company Name: _____

Project/Bid No. and Title: _____

Insurance Agent/Broker Signature: _____ Date: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award. If the above ten-day requirement is not met, the Little Elm Business Services - Purchasing has the right to reject this bid and award the contract to the next lowest bidder meeting specifications.

Bidder's Signature: _____ Date: _____



BUSINESS SERVICES – PURCHASING

this page must be completed and submitted to be considered for award

CONFLICT OF INTEREST QUESTIONNAIRE AND COMPLIANCE FORM

As per House Bill 914 and required by Chapter 176 of the Texas Local Government code, it is required that a Conflict of Interest Notice is filed by each vendor doing business with a school district. The attached questionnaire serves to notify Little Elm ISD if a conflict of interest exists as detailed in Texas Local Government Code Section 176.006(a).

If you have any questions while completing this form, please call Business Services at 972-947-9168. Upon completion, the form may be returned by mail to the Little Elm ISD Business Services – Purchasing at 300 Lobo Lane Little Elm, TX 75068 or email to: sjones@littleelmsd.net.

Conflict of Interest Questionnaire Instructions:

1. Please print the individual or business name that has a business relationship with the local government entity (Little Elm ISD).
2. Check this box if this is an update to a previously filed questionnaire. If this is the first CIQ to be completed, skip this step and go to step.
3. Please print the name of the local government officer with whom filer has employment or business relationship if one exists. In this case, local government officer refers to the Little Elm ISD Superintendent of Schools or any school board members.

If a relationship does not exist with any of the above school district officials, please print "None" or "N/A". Skip to step four (4).

3A, B, C, & D must be completed for each officer named on number 3.

4. Signature of person doing business with Little Elm ISD and date.

Superintendent of Schools:
Dr. Daniel Gallagher

School Board Members:
LeAnna Harding
Melissa Myers
DeLeon English
Alex Flores
Jason Olson
Dan Blackwood
David Montemayor

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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 instructions for line 1 and 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); 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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

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?* on page 2 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 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, 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 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, 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 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. 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 this page), 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 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. You can get Forms W-7 and SS-4 from the IRS by visiting 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, 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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. 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:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

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. 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 contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.



BUSINESS SERVICES – PURCHASING
this page must be completed and submitted to be considered for award
INTERLOCAL COOPERATIVE AGREEMENT

Little Elm ISD currently participates in various cooperative purchasing networks. The Texas Education Code 44.031(a)5 and Interlocal Agreement Act allows for governmental entities to enter into cooperative agreements for the procurement process to be performed by a single entity on behalf of those electing to participate.

Should governmental entities decide to participate in this contract; would you the vendor agree that all terms, conditions, specifications, and pricing would apply?

Yes _____

No _____

If you, the vendor, checked yes, the following will apply:

Governmental entities utilizing internal governmental contracts with the Little Elm ISD will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation.

All purchases by governmental entities other than Little Elm ISD will be billed directly to that governmental entity and paid by that governmental entity. Little Elm ISD will not be responsible for another governmental entity's debts. Each governmental entity will order its own material/service as needed. To see a list of the purchasing cooperatives in which the District is a member of please view the following link:

<https://www.littleelmsd.net/Domain/914>



BUSINESS SERVICES – PURCHASING
this page must be completed and submitted to be considered for award
ANY ADDITIONAL/SUPPORTING DOCUMENTATION