

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

**REQUEST FOR PROPOSAL**

The Austin Independent School District invites qualified firms to submit proposals for **Dyslexia Program Interventions, Cycle 2**. Proposals will be received until 2:00 P.M., **June 5, 2012**, by the Austin Independent School District, Purchasing Office, 1111 West 6<sup>th</sup> Street, Suite A330, Austin, Texas 78703. **PROPOSALS WILL NOT BE OPENED PUBLICLY**. The envelope containing your proposal response (one (1) original and seven (7) copies) must be forwarded in a sealed envelope or box (FAX, E-Mail or other electronic proposal responses will not be accepted). If sending supplemental materials, please limit to one (1) set. To properly process, your proposal response must be plainly marked:

**Proposal for**  
**Dyslexia Program Interventions, Cycle 2**  
**Proposal Number P12-004**  
**Open 2:00 P.M. June 5, 2012**

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

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

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

No proposals may be withdrawn for a period of sixty (60) days subsequent to the deadline for receipt of proposals without the prior written consent of the Board of Trustees, Austin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

**Jacob Reach**  
**Senior Procurement Specialist**  
**Phone 512-414-2192**  
**Fax 512-480-0924**  
**E-Mail [jacob.reach@austinisd.org](mailto:jacob.reach@austinisd.org)**

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## I. PURPOSE

The Austin Independent School District (herein after referred to as “AISD” or the “District”) is seeking proposals from firms (herein after referred to as the **vendor** qualified and experienced in providing **instructional resources for students with Dyslexia** to accomplish the following: **provision of high-quality research-based instructional resources for students with Dyslexia in adherence to the standards set forth in the State Dyslexia Handbook (revised September 2007, updated November 2010).**

## II. PROGRAM OVERVIEW/BACKGROUND

The purpose of this RFP is to establish agreements with a vendor or multiple vendors for instructional resources for students with Dyslexia. AISD is seeking proposals from multiple vendors interested in providing high-quality, research-based instructional resources for students with Dyslexia which adhere to the standards described in the State Dyslexia Handbook. The descriptors include the components of phonemic awareness, graphophonemic knowledge, language structure, linguistic patterns, and processes. Instructional approaches include explicit, individualized, and multi-sensory instruction (19 TAC §74.28).

- A. Phonemic awareness instruction that enables students to detect, segment, blend, and manipulate sounds in spoken language.
- B. Graphophonemic knowledge (phonics) instruction that takes advantage of the letter-sound plan in which words that carry meaning are made of sounds, and sounds are written with letters in the right order (Students with this understanding can blend sounds associated with letters into words and can separate words into component sounds for spelling and writing).
- C. Language structure instruction that encompasses morphology (the study of meaningful units of language such as prefixes, suffixes, and roots), semantics (ways that language conveys meaning), syntax (sentence structure), and pragmatics (how to use language in a particular context).
- D. Linguistic instruction directed toward proficiency and fluency with the patterns of language so that words and sentences are the carriers of meaning.
- E. Strategy-oriented instruction in the strategies students use for decoding, encoding, word recognition, fluency, and comprehension that students need to become independent readers.

AISD prefers a product that is based on the Orton-Gillingham multisensory reading methodology. Additionally, AISD prefers a product which covers multiple grade levels: elementary, middle school and high school. Preference is also given to products which include on-going progress monitoring to ensure adequate progress and learning. AISD will also give preference to a product which provides support for English Language Learners, including materials in Spanish.

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Proposals will not be considered if they do not meet the criteria specified in the State of Texas Dyslexia Handbook. Programs which are primarily software based will not be considered per the specifications of the State Dyslexia Handbooks that computer programs may not be the primary method of delivery for a Dyslexia instructional program.

Services will be requested by each school from the list of approved vendors. Purchase orders will be issued by each school to cover services, curriculum, or materials they request.

### III. PROPOSAL FORMAT

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

- A. Section I of the proposal shall include the following:
  - 1. Full name and address of the Contractor submitting the proposal and a brief summary of the Contractor's corporate experience and individual experience for personnel who will provide this product or service. Please provide contact information for a representative who may answer questions and could schedule a proposal presentation with AISD, if needed.
  - 2. A list of at least three (3) references from current customers. References are to be from school districts that service large urban populations or similar demographics. Each reference must contain the reference's name, address, and telephone number, and point of contact.
  - 3. Executed copies of the certifications included at the end of this RFP.
- B. Section II of the proposal shall consist of a description of services and capabilities as outlined in the **Scope of Service and Performance Requirements** sections of this RFP, in the order shown.
- C. Section III of the proposal shall be the Financial Proposal. This section shall contain a straightforward, concise delineation of the Contractor's fees to satisfy the requirements of this RFP. It is the Contractor's responsibility to specify all costs (i.e. administrative fees, processing fees, etc.) associated with providing the products or services required herein.

In order to best evaluate financial proposals, please provide the cost of curriculum and all supporting materials at a per unit cost. Please describe any discounts given to the district for bulk orders, large orders, or other instances of cost savings to the district.

- D. Section IV of the proposal shall contain documentation, which reflects the financial condition of the Contractor. Such documentation must include income statements and balance sheets for the past two (2) fiscal years immediately preceding the date of this RFP (a Dun & Bradstreet rating sheet may be substituted for the income and balance

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sheet as long as the information indicates profitability and stability). THIS INFORMATION SHOULD ONLY BE PROVIDED WITH YOUR ORIGINAL PROPOSAL. DO NOT PROVIDE THIS INFORMATION WITH YOUR 7 EVALUATION COPIES.

**IV. PROPOSAL INFORMATION**

**A. Schedule For Selection**

Date	Event
	Request for Proposal posted
June 5, 2012	Due date for proposals by Contractors
June 6-8, 2012	Analysis of proposals

**B. Interpretation of RFP Wording**

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

**C. Written Inquiries**

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

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

In the subject line of the email type Questions P12-004

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

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

**E. RFP Information and Work Conditions**

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

2. The Proposer, by and through the submission of a Proposal, agrees to be held

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

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

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

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

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

**A. Requirements:**

1. The Proposer must provide written statements and examples of program lesson plans and scope of sequence that include the following components:
  - a. Explicit, direct instruction that is systematic (structured), sequential, and cumulative.
  - b. Instruction is organized and presented in a way that follows a logical, sequential plan, fits the nature of language [alphabetic principle] with no assumption of prior skills or language knowledge, and maximizes student engagement.
  - c. The instruction proceeds at a rate commensurate with students' needs, ability levels, and demonstration of progress.
  - d. Individualized instruction that meets the specific learning needs of each individual student in a small group setting
  - e. A reading curriculum that matches each student's individual ability level and contains all of the Components of Instruction mandated in 19 TAC §74.28
  - f. Includes weekly progress monitoring to ensure adequate progress and learning.
  - g. Meaning-based instruction that is directed toward purposeful reading and writing, with an emphasis on comprehension and composition.
  - h. Multisensory instruction that incorporates the simultaneous use of two or more sensory pathways (auditory, visual, kinesthetic, tactile) during teacher presentations and student practice.
2. Submit sample lesson plans that address the above components.
3. Submit examples of progress monitoring.

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**VI. COMPETITIVE SELECTION**

- A. This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Contractor submitting the lowest priced proposal. Award will be made to the firm(s) submitting the best responsive proposal satisfying AISD's requirements, price, and other factors considered.
- B. AISD will evaluate each Contractor's proposal in the areas of experience, financial stability, cost and service capabilities, based on the following predetermined criteria:

- 35 Points**      **Based on the Orton-Gillingham multi-sensory reading methodology**
- 20 Points**      **Covers multiple grade levels: elementary, middle school and high school**
- 20 Points**      **Includes on-going progress monitoring to ensure adequate progress and learning.**
- 25 Points**      **Financial Proposal; cost breakdown of curriculum and materials.**

- C. The committee evaluating the proposals submitted in response to this RFP may require any or all Contractors to give an oral presentation in order to clarify or elaborate on their proposal. Upon completion of oral presentations or discussions, Contractors may be requested to revise any or all portions of their proposals.
- D. AISD reserves the right to select multiple vendors provided all performance requirements are met and the vendor meets minimum qualifications of selection as determined by the evaluation committee.

**VII. TERMS AND CONDITIONS**

- A. The agreement(s) resulting from this RFP will be in effect for the remainder of the 2011-2012 school year and the 2012-2013 school year after award by the Board of Trustees. AISD, at its sole option, may however extend the agreement for two (2) additional one (1) year terms.
- B. At the end of each contract term but before renewal AISD will allow vendors that have not yet submitted proposals the opportunity to submit a proposal for review to be considered as a new vendor for the upcoming term. New vendor proposals will be due by June 5<sup>th</sup>, 2012 before the first renewal, June 4<sup>th</sup> 2013 before the second renewal, or June 2<sup>nd</sup> 2014 before the final renewal. Proposals will be judged on the same criteria as previous proposals.
- C. AISD reserves the right to reject any and/or all proposals, to make awards for

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individual products or services as may be advantageous, and waive all formalities in the RFP process.

- D. Late proposals, if properly identified, will be returned unopened. No proposals may be withdrawn without written request.
- E. AISD desires to have the Contractor submit a proposal, which incorporates all significant points enumerated in this RFP. Where the proposal is silent, AISD assumes the services set forth in the SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS to be accepted as part of the proposal. The Board of Trustees will pass a resolution accepting the written proposal and appropriate portions (if applicable) of the successful Contractor selected.
- F. AISD will not be responsible for any expenses incurred by the Contractor in preparing and submitting a proposal.
- G. A system for perpetual record keeping shall be maintained by the Contractor until the file is closed, and for a period of no less than three years thereafter and must make such records available to the District upon request. AISD shall be the absolute unqualified owner of all documents and electronic media prepared pursuant to this project. No information produced as a result of any agreement or contract with AISD can be released without the prior written consent of AISD.
- H. Questions concerning this solicitation shall be directed in writing to (PURCHASING OFFICE REPRESENTATIVE), at the address indicated on the face of this document.
- I. Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the AISD Board of Trustees or otherwise not made available to the District.
- J. AISD proforma contractual document, AISD Consulting Agreement and Felony Conviction Notice, is included herein as Exhibit "D". It is contemplated that this agreement along with the contents of the successful proposal will become a part of the subsequent contractual documents. Failure to accept this obligation may result in cancellation of any award. Any damages accruing to the District as a result of the consultant's failure to contact may be recovered from the consultant.
- K. A written notice of award mailed or otherwise furnished to the successful Contractor results in a binding contract without further action by either party.
- L. The District reserves the right to terminate all or any part of the undelivered portion any order resulting from this solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the Vendor, or, if it is deemed in the best interest of the District, for convenience.
- M. The person whose signature appears on the cover page of this Request For Proposal

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hereby certifies (by signing this document) that the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.

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

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

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

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OFFER CERTIFICATION

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

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

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

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

TITLE \_\_\_\_\_

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

\_\_\_\_\_

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

FAX NUMBER - (     ) \_\_\_\_\_

DATE \_\_\_\_\_

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

## FELONY CONVICTION NOTICE

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

### FELONY CONVICTION NOTIFICATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

**VENDOR’S NAME:** \_\_\_\_\_

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

Check only one of the following:

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

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

(attach additional sheet if necessary)

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

(attach additional sheet if necessary)

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

**SUSPENSION AND DEBARMENT CERTIFICATION**

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

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

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

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

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

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

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

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

Austin Independent School District

Bid Number: \_\_\_\_\_

Name of Bid: \_\_\_\_\_

Central Texas Purchasing Alliance

**Adoption Clause**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA).

- A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, <http://209.184.141.5/ctpa/members.htm>.
- C. Any district member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION.

\_\_\_\_\_ YES

\_\_\_\_\_ NO

\_\_\_\_\_ YES, with the exception of the following districts:

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

Printed Name of Authorized Company Official: \_\_\_\_\_

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

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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Penalties

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

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

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

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

## Specific Instructions

### Name

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

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

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

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

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

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

**Other entities.** Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

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

### Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

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

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

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

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

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

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

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

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

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

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

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

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

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

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

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

### What Name and Number To Give the Requester

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

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.