

**Proposal for
Instructional Support Services for AYP
Proposal Number P12-014
Open 2:00 P.M. November 17, 2011**

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

October 25, 2011

REQUEST FOR PROPOSAL

The Austin Independent School District invites qualified firms to submit proposals for **Instructional Support Services for AYP** Proposals will be received until 2:00 P.M., **November 17, 2011** by the Austin Independent School District, Contract & Procurement Services Office, 1111 West 6th Street, Suite A330, Austin, Texas 78703. PROPOSALS WILL NOT BE OPENED PUBLICLY. The envelope containing your proposal response (one (1) original and five (5) copies) must be forwarded in a sealed envelope (FAX, E-Mail or other electronic proposal responses will not be accepted). To properly process, your proposal response must be plainly marked:

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

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

AISD Board Policies can be accessed at our website, austinisd.org. Purchasing policies are included in Section C of the AISD Board Policy Manual.

No proposals may be withdrawn for a period of sixty (60) days subsequent to the deadline for receipt of proposals without the prior written consent of the Board of Trustees, Austin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

**Jacob Reach
Senior Procurement Specialist
Phone 512-414-2192
Fax 512-480-0924
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 individuals (herein after referred to as the **contractors or independent contractors**) qualified and experienced in providing **dissemination of empirical, valid knowledge and practices to influence educators, families, and other stakeholders who strive to reduce academic, behavioral, and social risk in all learners, particularly those with disabilities** to accomplish the following: **Consultants will focus on applying research-validated instructional practices in the field by providing technical assistance in RTI implementation, , guiding teachers in instructional best practice, and creating and delivering professional development to colleagues working in classrooms, schools, and district.**

II. PROGRAM OVERVIEW/BACKGROUND

Goals and Strategies for Positive Outcomes

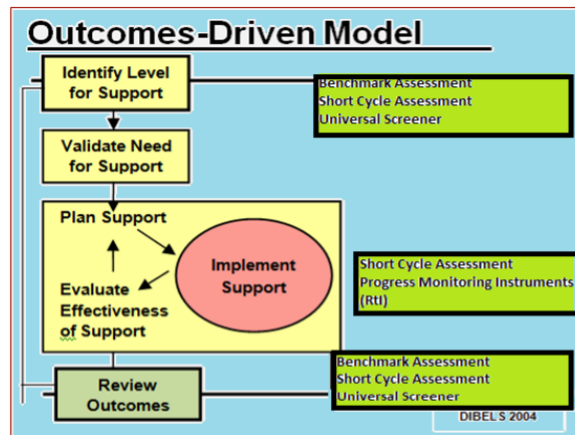
The Office of Academics has developed a 2011-2012 District AYP Plan which includes:

- High expectations -all students will take the district non modified short cycle and benchmark assessments except TAKS M failers. TAKS M failers may, at principal discretion, take a teacher made modified test using Schoolnet item bank.
- Differentiated CRMs provided by sp. ed. curriculum team.
- AYP needs assessment for campuses and strategies to address the areas of need
- Campus identification of AYP target students.
- Campus staff will design an AYP acceleration plan for each AYP target student with an assigned case manager to monitor students’ progress utilizing the Tiered Academic Plan and the RTI process. CAC staff will review and monitor student progress on a monthly basis.
- IEP assessment and progress monitoring guidance document listing the progress monitoring assessment provided to all campuses.
- Eliminating the Gap **money** to fund acceleration programs for special education students utilizing the required Title 1 funds for AYP.
- Web based modules focusing on AYP, math/science content instruction, differentiation

The Austin ISD plan to meet AYP focuses on Reading and Mathematics. The AYP Plan is centered on the Response to Intervention Model (RtI). RtI is a framework of shared responsibility for student academic growth. Core/classroom teachers, special education teachers, and other professionals work in tandem to analyze the results of a universal screener, tiered instruction, and progress monitoring to develop students’ academic skills. Teachers use systematic interventions to ensure academic growth for students. Data-based decisions are the foundation for instruction, reflecting changes based on the student’s response to instruction.

The model below shows the steps of identifying the AYP Target Students. Teachers will follow the steps by asking each question targeted for individual students to ensure academic growth and success. Each question shows results of data informed decision making.

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Outcomes Driven Model Step:

1. **Identify Need for Support**

Management Information Services (MIS)

- Generate a list of students in the AYP target group
- MIS will create additional filters under the Early Warning and Monitoring tab for both target groupings
- MIS will create a link to SEEDS through the Docs tab in eCST
- This link will execute a search on the student and pull up the menu of documents in SEEDS that has BIP, IEP, etc.

2. **Validate Need for Support**

- **Identify and confirm AYP Target Students based on Reading and Math TAKS results**
 - Student data spreadsheets will be sent to Campus Administrator
 - Report will identify students that are in danger of failing STAAR:
 - Students passed 2010 TAKS by 3 questions
 - Students failed 2010 TAKS by 5 questions
 - SpEd Students Commended TAKS M in 2010 and 2011 to move them to a STAAR
- **Campus Administrators need to confirm AYP Target Student List**
- **Campus Administrator will verify 2 AYP Campus Contacts**
 - Special Education AYP Contact
 - General Education AYP Contact

3. **Plan and Implement Support**

AYP Campus Contact Responsibility

- Attended eCST AYP Target Student Course
- AIMSweb (or other universal screener course available: Online during planning time, after school, or paid extra duty time)
- Create campus AYP Target Student Groups based on Individual Learning Plan in eCST AYP Tool
- Support AYP Target Student Teacher of Record with implementation of Universal Screener and Progress Monitoring Tool

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- Attend RtI Bootcamp
 - Develop a shared understanding of a 3- Tiered Model of Response to Intervention (RTI)
 - Informally assess campus needs
 - Examine student data to establish campus baseline. Identify priorities and develop a campus RTI Action Plan (including PD support)
 - Address intervention times in master schedules
 - Facilitate creation of Individual Learning Plan (ILP) for AYP Target Students
 - Prioritize PD for teachers of record based on AYP Target student need
 - Support Teacher of Record with Individual Learning Plans for AYP Target Students using the Tiered Academic Plan as a guide
 - Provide AYP Target Student List from eCST Tool to Campus Instructional Specialists for implementation of high yield strategies
- Math and ELA High Yield Instructional Strategies
- Online webinar courses
- Move forward with instruction to make gains for AYP Target Students based on DATA from Progress Monitoring

Classroom Teacher and/or Interventionist

- Monitor progress and adjust instruction according to progress being made within the classroom instruction.
- If progress has not been made within 2 weeks of intervention strategy – CHANGE the intervention strategy!
- eCST Tool will track student, manage student group progress and interventions for individual students
- AYP Campus Contacts will assist Principal with Gen Ed and Sped Student Groups

CST Team

- District CST Facilitators will develop AYP eCST Tool that will allow:
 - AYP Teacher of Record to group students according to Individual Learning Plan
 - Teacher of Record enter data based on Individual Learning Plan and allow for progress monitoring
 - Record all notes from emails and meetings to allow for ongoing data management for AYP Target Students and Teacher of Record Professional Development Course of Study
- Provide professional development for AYP eCST Tool for Campus AYP Contacts
- AYP Campus Contacts attend eCST AYP Tool by vertical teams
- Provide individual teacher training for each campus and ongoing support for the AYP Campus Contacts
- Since each facilitator has between 13-16 schools, it will take 13-16 work days to cover every campus.
- CST Facilitators will provide list of ongoing professional development for eCST Tool
- CST Facilitators will send Bi-weekly emails to AYP Campus Contacts
- Review AYP Target Student Data Collection and Progress Monitoring

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- Offer support for AYP Campus Contact with eCST Tool

RtI Team

- Ongoing Professional Development for Teacher of Record to support AYP Target Student Individual Learning Plan
- Implementation of Tiered Academic Plan

4. **Evaluate and Modify Support**

Campus administrators will track and monitor progress of AYP target student using eCST as the organizing platform

- Pull up groups through eCST Tool
- Drill down to individual students

Educator Quality

- Assist with Professional Development for AYP Campus Contacts and Teacher of Record

Sped Administration, Curriculum and Behavior Specialists

- Communicate District AYP Data and Progress to CAC and Campus Administrators
- Support Teacher of Record for all Special Education AYP Target Students with a Behavior Improvement Plan
- Rotation of specialists based on: Tiers of Support for Campus Need
 - Intensive Support
 - Strategic Support
 - Basic Support
- Level of Support and purpose of visit will be based on the campus level of support for AYP Target Students chosen
- The Sped Dept. will send out the rotation and frequency of campus visits.
- Hotlink video clips for modeling in Elem, MS, HS with the Tiered Academic Plan
- Coordinate high yield instruction strategies with Solutions Team Members

5. **Review Outcomes as a school/district:**

Once the framework for AYP Target Students is in place and the students are identified, the teachers and/or interventionists will identify 2-3 areas of Professional Development that are needed to pinpoint SKILL level instruction. Professional development will allow the teacher and/or interventionist to meet the AYP Target Students academic need and guide instruction. The ultimate goal for the professional development is: No Random Acts of Teaching!

Professional development will begin September 1 through July 31, 2012, and will be delivered through various models:

- Online
- Formal PD Sessions (classroom style) on campus or at the Professional Development Center.

III. PROPOSAL FORMAT

Proposals are to be submitted on the attachments provided for the individual area of interest (Math; Reading/ELA).

If a contractor wished to be considered for both Math and Reading/ELA, a separate proposal for each must be submitted.

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In addition, please provide a professional resume. You must also fill out three references. AISD reserves the right to call any or all references, or none. Please only include references that can speak to your experience in working with students or in familiarity with the RFP subject matter.

Respondents will be evaluated based on their individual responses to the attachments, their resumes, and references, along with the current needs of AISD and individual schools.

IV. PROPOSAL INFORMATION

A. Schedule For Selection

Date	Event
October 25, 2011	Request For Proposal available to Contractors
November 17, 2011	Due date for proposals for services beginning 1/4/11

B. Interpretation of RFP Wording

Interpretation of the wording of this RFP shall be the responsibility of the District Contract & Procurement Services 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. Questions received and corresponding answers will be included in an Addendum issued to all proposers, and updated as needed.

Submit inquiries via E-mail to:

Jacob Reach
Senior Procurement Specialist
Jacob.reach@austinisd.org

In the subject line of the email type Questions P12-014

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

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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 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.

V. SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS

The following describes the service and performance requirements that the selected Contractor will be required to perform.

Outline of possible tasks:

- Guide improvement in collaborative planning for and delivery of instruction by general education and special education teachers in Reading and/or Math to AYP Target students, including but not limited to, special education students with learning disabilities in inclusive classrooms
- Identify and guide implementation of the critical components in Reading and Math taught to AYP Target students, including but not limited to special education students with learning disabilities in inclusive classrooms
- Identify and guide implementation of the evidence-based instructional practices of special education and general education teachers who teach AYP Target students, including those with learning disabilities in Reading and/or Math inclusive classes
- Identify and guide implementation of adaptations, accommodations, and modifications that teachers provide to support AYP Target students, including students with learning disabilities in Reading and/or Math inclusive classes
- Identify and guide implementation of behavioral practices of special education and general education teachers who teach AYP Target students with learning disabilities in Reading and/or Math inclusive classes
- Identify individualized education plan goals that relate to Reading and/or Math coursework that will accelerate AYP Target students.
- Examine progress-monitoring data to determine the performance of AYP Target students and communicate with teachers of record to guide future instructional decision making
- Determine the feasibility of mathematics and reading interventions for AYP Target students and communicate with teachers of record to guide future instructional decision making

As a contractor for AISD, the entity is expected to cover expenses for travel, personal necessities, and office supplies. AISD will provide some materials and curriculum, access to wireless internet on AISD

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property, limited access to office equipment, and other items, as needed. AISD will pay between \$50 and \$150 per hour, depending on education and experience. AISD will reserve the right to negotiate pay for what it feels is appropriate and efficient with each individual contractor.

Contracts can range between 100 and 200 hours per school year, as needed by AISD.

VII. COMPETITIVE SELECTION

- A. Proposals for first start of services are due November 17, 2011, at 2:00 PM. Proposals received after this date will be considered on a first come first placed basis later in the school year. Proposals will be accepted throughout the school year. No proposals may be withdrawn without written request.
- B. AISD will select multiple contractors that meet the requirements of the RFP. If AISD selects an individual contractor, a contract will be executed between the parties. A contractor cannot perform services for AISD without a fully executed contract.
- 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. This is a NEGOTIATED procurement and as such, requests may be made to the proposer to alter or amend their original proposal.

VII. TERMS AND CONDITIONS

- A. The agreement(s) resulting from this RFP will be in effect for a period negotiated between the individual and AISD, with a start no earlier than the date of award by the Board of Trustees and no longer than the end of the 2010-2011 school year. AISD, at its sole option, may however extend the agreement for **three (3) additional one (1) school year periods.**
- B. AISD reserves the right to reject any and/or all proposals, to make awards for individual products or services as may be advantageous, and waive all formalities in the RFP process.
- C. Proposals for services are due November 17, 2011, at 2:00 PM. Proposals received after this date will be considered on a first come first placed basis later in the school year. Proposals will be accepted throughout the school year. No proposals may be withdrawn without written request.

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- D.** AISD desires to have the Contractor submit a proposal, which incorporates all significant points enumerated in this RFP. Where the proposal is silent, AISD assumes the services set forth in the SCOPE OF SERVICE AND PERFORMANCE REQUIREMENTS to be accepted as part of the proposal. The Board of Trustees will pass a resolution accepting the written proposal and appropriate portions (if applicable) of the successful Contractor selected.
- E.** AISD will not be responsible for any expenses incurred by the Contractor in preparing and submitting a proposal.
- F.** A system for perpetual record keeping shall be maintained by the Contractor until the file is closed, and for a period of no less than three years thereafter and must make such records available to the District upon request. AISD shall be the absolute unqualified owner of all documents and electronic media prepared pursuant to this project. No information produced as a result of any agreement or contract with AISD can be released without the prior written consent of AISD.
- G.** Questions concerning this solicitation shall be directed in writing to (CONTRACT & PROCUREMENT SERVICES REPRESENTATIVE), at the address indicated on the face of this document.
- H.** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the AISD Board of Trustees or otherwise not made available to the District.
- I.** A written notice of award mailed or otherwise furnished to the successful Contractor results in a binding contract without further action by either party.
- J.** 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.
- K.** The person whose signature appears on the cover page of this Request For Proposal hereby certifies (by signing this document) that the individual, firm and/or any principal of the firm on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
- L.** If selected, an independent contractor or contractor will be required to complete a consulting agreement between AISD and contractor before any services are rendered.

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By submitting this proposal, the contractor agrees that it will be able to abide by all requirements and terms in the consulting agreement. A sample consulting agreement contract is attached (see attachment B).

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

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

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

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MATH

Complete a separate form for each area of interest (domain)
Name:
Phone Number:
Email:
Cost per hour:
Please attach a current professional resume
1. Guide improvement in collaborative planning for and delivery of instruction by general education and special education teachers in Math to AYP Target students, including but not limited to, special education students with learning disabilities in inclusive classrooms
2. Identify and guide implementation of the critical components in Math taught to AYP Target students, including but not limited to special education students with learning disabilities in inclusive classrooms

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<p>3. Identify and guide implementation of adaptations, accommodations, and modifications that teachers provide to support AYP Target students, including students with learning disabilities in Math inclusive classes</p>
<p>4. Identify and guide implementation of the evidence-based instructional practices of special education and general education teachers who teach AYP Target students, including those with learning disabilities in Math inclusive classes</p>

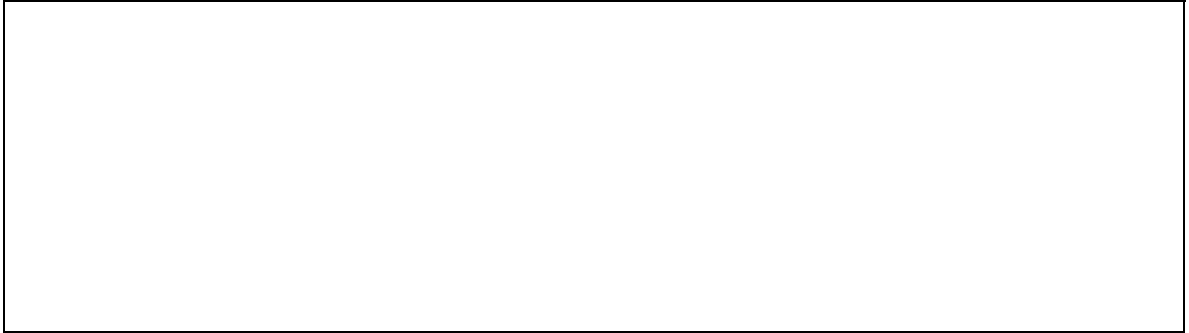
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5. Identify and guide implementation of behavioral practices of special education and general education teachers who teach AYP Target students with learning disabilities in Math inclusive classes
6. Identify individualized education plan goals that relate to Math coursework that will accelerate AYP Target students.

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<p>7. Examine progress-monitoring data to determine the performance of AYP Target students and communicate with teachers of record to guide future instructional decision making</p>
<p>8. Determine the feasibility of mathematics and reading interventions for AYP Target students and communicate with teachers of record to guide future instructional decision making</p>

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READING/ELA

Complete a separate form for each area of interest (domain)
Name:
Phone Number:
Email:
Cost per hour:
Please attach a current professional resume
1. Guide improvement in collaborative planning for and delivery of instruction by general education and special education teachers in Reading to AYP Target students, including but not limited to, special education students with learning disabilities in inclusive classrooms
2. Identify and guide implementation of the critical components in Reading taught to AYP Target students, including but not limited to special education students with learning disabilities in inclusive classrooms

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<p>3. Identify and guide implementation of adaptations, accommodations, and modifications that teachers provide to support AYP Target students, including students with learning disabilities in Reading inclusive classes</p>
<p>4. Identify and guide implementation of the evidence-based instructional practices of special education and general education teachers who teach AYP Target students, including those with learning disabilities in Reading inclusive classes</p>

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<p>5. Identify and guide implementation of behavioral practices of special education and general education teachers who teach AYP Target students with learning disabilities in Reading inclusive classes</p>
<p>6. Identify individualized education plan goals that relate to Reading coursework that will accelerate AYP Target students.</p>

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<p>7. Examine progress-monitoring data to determine the performance of AYP Target students and communicate with teachers of record to guide future instructional decision making</p>
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**AUSTIN INDEPENDENT SCHOOL DISTRICT
CONSULTING AGREEMENT**

(Only typewritten agreements will be accepted)

Automated IFAS Requisition Number: _____

Dept./School: _____

In order to be considered an independent contractor, you must not be an employee of the District, which includes full-time, part-time and substitute employees. The individual must substantiate he or she meets IRS requirements. An employee who has resigned or retired from the District within six months of the effective date of this agreement is ineligible to work as an independent contractor for the District. An employee who has resigned or retired six months or more prior to the effective date of this agreement is ineligible to work as an independent contractor for the District if the proposed contract is within a tax year in which the District is already obligated to issue the individual a Form W2 for other services.

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

THIS AGREEMENT is entered into *on the day all parties fully execute this agreement* by and between _____ herein called "Contractor" and the Austin Independent School District, herein called "District." The parties hereto agree as follows:

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

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

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

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

a. a fee not to exceed \$_____

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

c. reimbursement of \$_____.

i. Mileage: \$.50 per mile

ii. Hotel: Reasonable rates. (For state and federal grants in Texas use the Maximum Lodging amount listed on www.gsa.gov. However, if your city is not listed the rate is \$85/day.)

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

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

iv. Parking: Original receipt required

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

[Travel Reimbursement Rates approved by the Board of Trustees.]

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

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

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

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

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

12. Criminal History Record Information:

- a. As used in this paragraph 12, the term “covered employee” shall mean an individual employed by Contractor or an approved consultant or an individual Contractor or individual approved consultant who has or will have continuing duties on property of the District (“District Property”) related to the services to be performed in connection with this contract and has or will have direct contact with students. The terms “continuing duties” and “direct contact with students” shall have the meanings designated for such terms in 19 TAC §153.1101. The District will be the final arbiter of what constitutes continuing duties and direct contact with students. By way of example, but not limitation, if an individual employed by Contractor or an approved consultant or an individual Contractor or an individual approved consultant has continuing duties (duties that are performed on a regular, repeated basis rather than infrequently or one time only) related to services to be performed under this contract and will enter District Property when one or more students are present to provide such services without supervision by a certified educator or other professional district employee, such individual will be a covered employee for purposes of this paragraph 12. Contractor shall, at its sole cost and expense, comply with the provisions of Texas Education Code (“TEC”) §22.0834 and the further provisions of this paragraph 12 with regard to each covered employee. Prior to the performance of any services under this contract by Contractor or an approved consultant, Contractor shall obtain with respect to its covered employees and cause each approved consultant under this contract to obtain with respect to its covered employees, the national criminal history record information (fingerprint-based criminal history) as defined in TEC §22.081 for each such covered employee. **[Contact the Texas Department of Public Safety Crime Records Service at (512) 424-2365, menu option #2, for instructions on obtaining national criminal history record information.]** Contractor shall not allow on District Property any covered employee who has been convicted of a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under TEC Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or who has been convicted of one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above. If during the period Contractor is performing services under this Contract, Contractor, a consultant under this contract or the District receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this paragraph 12, Contractor shall prohibit such covered employee from future entry on District Property. In addition, whenever such updated criminal history information is received by Contractor or a consultant under this contract, Contractor shall notify the District of same within three (3) business days following receipt of the information.
- b. Contractor shall maintain at all times a current and accurate list of all covered employees performing services under this contract (as updated from time to time, the “List of Covered

Employees”) which contains the following information for each covered employee: (i) full name; and (ii) Texas driver’s license or other identification number or such other information as the District may request from time to time to enable the District to obtain the covered employee’s national criminal history record information. The covered employees on the List of Covered Employees shall be grouped by employer, if applicable. Within three (3) business days following request by the District from time to time, Contractor shall deliver to the District the then current List of Covered Employees, which shall be true and correct in all respects as of the second (2nd) business day prior to the date of delivery to the District.

- c. Prior to the performance of any services under this contract by Contractor or any approved consultant, Contractor shall deliver to the District (i) Contractor’s duly completed and executed original certification on the applicable form attached hereto as Attachment #1 (“Contractor Certification”) (if Contractor is an entity, use Attachment #1-A; if Contractor is an individual, use Attachment #1-B); and (ii) for each approved consultant under this contract contracting directly with Contractor (each a “Consultant”), the duly completed and executed original certification of Consultant on the applicable form provided by the District (“Consultant Certification”).
- d. If it is determined that any information in the List of Covered Employees is incorrect or any statement in any Contractor Certification or Consultant Certification is untrue or misrepresented when made or if Contractor otherwise fails to comply with this paragraph 12, Contractor shall be in material default under this contract. Further, if it is determined at any time that a covered employee is on District Property in violation of this paragraph 12, then, notwithstanding anything contained in paragraph 5 hereof to the contrary, Contractor shall immediately remove or cause to be removed such covered employee from the District Property with no requirement of written notice from the District and shall prohibit such covered employee from future entry on District Property. The District reserves the right to cause the District’s police or other security personnel to remove such employee from the District’s property.

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

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

Contractor Information:

Business Name or D/B/A: _____

Address: _____ City, State, Zip: _____

Telephone: (____) _____ Facsimile: (____) _____

Social Security Number: _____ - _____ - _____ OR Taxpayer ID Number _____ - _____

E-mail address: _____

Signature of Contractor: _____ Date: _____

I, the undersigned Contractor or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. **The Contractor must complete the following information in accordance with state law.**

Please sign only one:

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

Signature of Contractor: _____ Date: _____

OR

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

Signature of Contractor: _____ Date: _____

OR

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

Name of Felon(s): _____ Date: _____

(attach additional sheet if necessary)

Details of Conviction(s): _____

(attach additional sheet if necessary)

Signature of Contractor: _____ Date: _____

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

Less than \$10,000:

Principal or Department Head Date: _____

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

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

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

Principal or Department Head Date: _____

Associate Superintendent or Supervisor Date: _____

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

Chief Academic Officer Date: _____

Chief Financial Officer Date: _____

General Counsel Date: _____

Superintendent Date: _____

**Note: Consulting Agreements over \$25,000 require attached *Suspension and Debarment Certification*
Over \$50,000 (requires Board approval)**

Principal or Department Head Date: _____

Associate Superintendent or Supervisor Date: _____

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

Chief Academic Officer Date: _____

Chief Financial Officer Date: _____

General Counsel Date: _____

Superintendent Date: _____

Board President Date: _____

Board Policy CH Regulation, Purchasing and Acquisitions, states that purchases of \$10,000 or more generally require formal bids and advertising. Purchases of this magnitude must be made through the Purchasing Office.

ROUTING

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

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

SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

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

VENDOR'S NAME: _____

Signature of Company Official _____

Date Signed: _____

Printed name of company official signing above: _____

ATTACHMENT #1-A TO CONSULTING AGREEMENT

[FOR USE WHEN CONTRACTOR IS AN ENTITY]

CONTRACTOR CERTIFICATION
(Entity)

Definitions:

Covered employees: Employees of an entity contracting with the District to perform services and employees of a consultant or an individual consultant contracting with the entity that contracts with the District to perform services who have or will have continuing duties related to the service to be performed at 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 and continuing duties.

Disqualifying criminal history: A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code (“TEC”) Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above.

_____ (“Contractor”) and the Austin Independent School District (“District”) have entered into that certain Consulting Agreement (*Requisition Number:*_____) dated _____, 20__ (the “Contract”). This Contractor Certification is delivered to the District in accordance with Paragraph 12(c) of the Contract.

On behalf of Contractor, I, _____, the undersigned authorized signatory for Contractor, certify to the District that [**check only one**]:

- None of the Contractor’s employees are *covered employees*, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that Contractor’s employees will not become *covered employees*. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

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

- 1) Contractor has obtained the national criminal history record information relating to each of its covered employees in accordance with TEC §22.0834 and the Contract. None of the covered employees employed by Contractor performing services under the Contract has a disqualifying criminal history under Paragraph 12 of the Contract.
- 2) Upon request, Contractor will provide the District with a copy of the List of Covered Employees described in Paragraph 12(b) of the Contract and any other requested information of such covered employees so that the District may obtain each covered employee's national criminal history record information.
- 3) 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.

4) **Check only one:**

Contractor has not contracted with any consultants in connection with providing services under the Contract.

OR

Attached to this Contractor Certification is a duly completed and executed original Consultant Certification in the form provided by the District from each of Contractor's consultants under the Contract.

Date

Signature of Authorized Signatory for Contractor

Printed Name: _____

Title: _____

ATTACHMENT #1-B TO CONSULTING AGREEMENT

[FOR USE WHEN CONTRACTOR IS AN INDIVIDUAL]

CONTRACTOR CERTIFICATION
(Individual)

Definitions:

Covered employees: An individual contracting with the District to provide services and employees of a consultant or an individual consultant contracting with the individual that contracts with the District to perform services who have or will have continuing duties related to the service to be performed at 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 and continuing duties.

Disqualifying criminal history: A felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under Texas Education Code (“TEC”) Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above.

_____ (“Contractor”) and the Austin Independent School District (“District”) have entered into that certain Consulting Agreement (*Requisition Number: _____*) dated _____, 20__ (the “Contract”). This Contractor Certification (Individual) is delivered to the District in accordance with Paragraph 12(c) of the Agreement.

I hereby certify to the District that **check only one**:

- I am not a *covered employee*, as defined above. If this box is checked, I further certify that I have taken precautions or imposed conditions to ensure that I will not become a *covered employee*. I will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

I am an individual independent contractor and a *covered employee*. If this box is checked, I further certify that:

- 1) I have obtained the national criminal history record information regarding myself in accordance with TEC §22.0834 and the Contract. I do not have a disqualifying criminal history under Paragraph 12 of the Contract.
- 2) Upon request, I will provide the District with a copy of the List of Covered Employees described in Paragraph 12(b) of the Contract and any other requested information of such covered employees so that the District may obtain each covered employee's national criminal history record information
- 3) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, I agree to discontinue using that covered employee to provide services at the District.

4) **Check only one:**

I have not contracted with any consultants in connection with providing services under the Contract.

OR

Attached to this Contractor Certification is a duly completed and executed original Consultant Certification in the form provided by the District from each of my consultants under the Contract.

Date

Signature of Contractor

Printed Name: _____

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:

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.**

Print or type See Specific Instructions on page 2.	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.

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

Social security number
or
Employer identification number

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.

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

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

Other payees that may be exempt from backup withholding include:

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

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

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

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

² 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. 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 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. 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 or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at 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 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 ⁴
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

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 second 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 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.