



PURCHASING DEPARTMENT
1404 IH 35 North
NEW BRAUNFELS, TX 78130
Phone: 830/221-2183
Fax: 830/221-2007

Issue Date: February 3, 2012

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SEALED RFP # 12-03

Neal Linnartz, Director of Purchasing

Bid Title: RFP# 12-03 Athletic Supplies & Equipment

Bid Opening Time and Date: March. 29, 2012, 10:30 a.m.



**ALL BID PRICES – F.O.B.
DESTINATION – SHIPPING AND
HANDLING CHARGES PREPAID**

INTRODUCTION & INSTRUCTIONS TO BIDDERS

PLEASE FILL OUT PAGE 5-7, 12, 13 & 15 OF THIS BID AND RETURN NO LATER THAN MARCH 29, 2012 AT 10:30 a.m. CENTRAL TIME . THE CTPA FORM ON PAGE 14 IS OPTIONAL AND IS NOT A BID REQUIREMENT.

Sealed Proposals (herein referred to as “bid” or “proposal”) will be received by the Board of Trustees of the Comal Independent School District at the office of the Purchasing Director, 1404 North IH 35, New Braunfels, TX 78130 for the ongoing purchase of Athletic Supplies and Equipment including **Softball, Volleyball, Baseball, Basketball, Soccer, Power Lifting, Swimming, Track, Weight Lifting, Golf, Team Tennis, Dance Team, Cheerleading, Cross Country, & Football Supplies & Equipment.** Information regarding specifications and requirements on this bid may be obtained from Neal Linnartz at (830) 221-2183. Bids can be delivered to the physical address above. *Please allow adequate time if you are mailing your response. Bids must be received no later than the bid opening time: March 29, 2012, at 10:30 a.m. Central Time.*

The following instructions by the Comal ISD are intended to afford bidders an equal opportunity to participate in the bid.

Comal ISD must adhere to State Purchasing Laws and competitively procure for purchases of goods and services. One method to seek bids and proposals for services/supplies is for the district to issue a “discount from catalog or price list” bid in order to establish an approved list of vendors from which District employees can purchase from on an as needed basis. In lieu of providing bidders with a specific list of items in which to bid on, The CISD bid is requesting vendors to submit a percentage discount off of their published catalog prices, computer price lists, or retail shelf prices. If a bidder cannot list one specific discount percentage, vendors are free to note “**various discounts offered, call for price quote**” on the bid submittal sheet of this bid. **It is the intent to award this bid to multiple vendors.** This will give the district employees the flexibility to contact the vendors who has the best value

for a particular item. Therefore, if you would like to do business with the Comal ISD you **must** complete and return this bid. Discount prices will include all shipping and handling charges, F.O.B. Destination, unless otherwise noted or unless other terms have been negotiated. The percent of discount must remain unchanged (no decreases) throughout the contract period. Discounts offered by the bidders are applied to the items listed in the most current catalog, price list, or shelf price. This discounted price then becomes the ceiling or maximum price for that item. Additional discounts or lower quoted prices may be offered on an individual basis.

This contract shall be valid for one (1) year from the date of award, with an option for the district to unilaterally renew for up to four (4) additional one (1) year periods. The District reserves the right to unilaterally extend the award for the optional years with no written notice unless contacted in advance of the renewal period by the vendor. Comal ISD reserves the right to add vendors on a quarterly basis (every 3 months) throughout the remainder of this bid to support the needs of the campuses & departments. This will not have an effect on the contract with existing vendors. Comal Independent School District reserves the right to reject any or all bids or proposals, waive informalities, negotiate any and all terms, and award a bid in the best interest of the District

No quantities are guaranteed. Purchases will be made by Comal ISD staff on an “as needed” basis. Purchases against this bid will be based upon the availability of funds. Please note that Comal ISD at its discretion may purchase from existing bids and/or issue other bids for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the school district.

The attached "**GENERAL CONDITIONS**" are an integral part of this bid.

It is not the policy of Comal Independent School District to purchase on the basis of low bids alone; quality, service, student/teacher/administration preference, and suitability to purpose are some of the controlling factors used to determine which products to purchase and from whom.

Bidders must fill in all blank lines on Submittal Form.

THIS DISTRICT HAS IMPLEMENTED A “NO CONTACT” POLICY DURING THE BIDDING PROCESS. THIS MEANS THAT FROM THE DATE THE RFP IS ISSUED UNTIL THE DATE THE RFP IS AWARDED BY THE BOARD, THERE SHALL BE NO CONTACT BY ANY VENDOR TO ANY DISTRICT EMPLOYEE (EXCLUDING PURCHASING DIRECTOR) OR BOARD MEMBER IN RELATION TO THIS RFP, UNLESS AUTHORIZED BY THE PURCHASING DIRECTOR.

SUBMITTAL INFORMATION

Please allow adequate time if you are mailing your response. Proposal responses must be received no later than **Thursday, March 29, 2012, 10:30 a.m., CST.**

PLEASE INDICATE THE RFP NUMBER ON THE OUTSIDE OF THE ENVELOPE AS FOLLOWS:

Your company name		
Your return address info	<table border="1"><tr><td>U.S</td></tr></table>	U.S
U.S		
	<p>Comal ISD Purchasing Department 1404 IH 35 North New Braunfels, TX 78130</p>	
<p><u>RFP #12-03 Athletic Supplies & Equipment</u> <u>Attention: Neal Linnartz</u> <u>Bid Due Date/Time: Thursday, March 29, 2012, 10:30 a.m.</u></p>		

Comal Independent School District does not discriminate on the basis of race, sex, age, religion, color, national origin, or disability in providing education services, activities, or programs. It is the intent and policy of this District to conduct its activities in compliance with all Federal and State laws prohibiting discrimination on the basis of race, sex, age, religion, color, national origin or disability.

El Distrito Independiente Escolar de Comal no discrimina a base de raza, sexo, edad, religión, color, origen nacional, o incapacidad en proveer servicios educacionales, actividades, o programas. Es la intención y norma del Distrito de conducir sus actividades de acuerdo con todas las leyes Federales y Estatales prohibiendo discriminación a base de raza, sexo, edad, religión, color, origen nacional o incapacidad.

IMPORTANT NOTE:

It is the bidder's responsibility to read and comply with the information provided. Failure to complete and submit this bid according to the information and instructions may result in the bidder's disqualification. Changes to this bid, prior to award, may be made in the form of addenda which will be posted on the Comal ISD website with the other bid documents at www.comalisd.org/bid/ and also at www.texasbidsystem.com. Each Addenda must be returned with the signed "Representations and Certifications" form at the time and date of bid opening or prior to that time. Bids must be typed or entered in ink. Bids written in pencil will not be accepted. Bids received after the date and time specified will not be considered. Bidder must submit prices and other information required in the proper spaces on the bid forms provided. Deviation may result in disqualification of the bid. Bid responses can be submitted online at www.texasbidsystem.com.

Submittal Information/Mandatory Requirements

Please allow adequate mailing time for your response. Proposal responses must be received no later than the proposal opening time: Thursday, March 29, 2012, 10:30 a.m., CST

All responses to this request for proposals must meet the following conditions to be considered:

- Comal ISD will not be liable for any cost incurred in the preparation of any response;
- Faxed or Emailed proposals will not be accepted. **DO NOT FAX OR EMAIL YOUR QUALIFICATIONS!**
- Complete and return the attached Representations and Certifications Forms of this packet
- Complete, sign, and return the attached RFP forms, addressing all questions on additional paper if necessary.
- Complete and return enclosed W-9 form.
- Provide a statement of any current or potential conflicts of interest.
- All bids will be received in the office of the Purchasing Department, attention: Neal Linnartz, 1404 IH 35 North, New Braunfels, Texas 78130 until 10:30 a.m. on March 29, 2012.
- All proposals must be sealed and clearly marked on the outside, "RFP # 12-03 Athletics Supplies & Equipment. Attention: Neal Linnartz".
- Proposals must be received no later than 10:30 a.m., March 29, 2012. Proposals received at the Comal ISD Purchasing Office after the time and date specified above will not be considered and will be filed unopened.

Representations and Certifications:

By submitting this offer, the vendor certifies that he/she is a responsible authorized officer of the company and certifies the accuracy of the following statements:

- a. Represents that to the best of its knowledge it is not indebted to the Comal Independent School District. Indebtedness to the District may be basis for non-award and/or cancellation of any award.
- b. Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract.
- c. Section 44.034 Subsection (a) of the Texas Education Code requires a person or business entity that enters into a contract with a school district must give advance notice to the district if the person and/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." Subsection (c) 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 (check only one item).

- 1. **My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.**
- 2. **My firm is not owned nor operated by anyone who has been convicted of a felony.**
- 3. **My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.**
Name of Felon(s): _____
Details of Conviction(s): _____

- d. Section 22.0834 of the Texas Education Code requires an independent contractor who provides services to a school district to submit to a criminal history review if the independent contractor will have continuing duties related to the contracted services and direct student contact. Each independent contractor must certify to the District that the contractor has complied.

A covered independent contractor with a disqualifying criminal history is prohibited from serving at a school district. The following offenses are disqualifying if, at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. The District reserves the right to designate other convictions or other criminal history information as disqualifying.

I certify that I have obtained all required criminal history record information regarding myself through the Texas Department of Public Safety's Fingerprint-based Applicant Clearinghouse of Texas (FACT). I further certify that I do not have a disqualifying criminal history. I agree to notify the District in writing within 3 business days if I am arrested or adjudicated for a disqualifying reason during the contract term.

I agree to provide the District, upon request, my full name and any other requested information so that the District may obtain my criminal history record information. I understand that the District may terminate my services at any time if the District determines, at its sole discretion, that my criminal history is not acceptable.

Noncompliance or misrepresentations regarding this certification may be grounds for contract termination.

- e. The undersigned certifies that neither the Respondent nor any of its officers, partner, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other Respondent or potential Respondent or given any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached response or the response of any other Respondent, and further states that no such money or other reward will be hereinafter paid.

No attempt has been or will be made by this firm's officers, employees, or agents to lobby, directly or indirectly, the District's Board of Trustees between response submission date and award by the District's Board of Trustees.

No officer, or stockholder of Respondent is a member of the staff, or related to any employee of the Comal Independent School District except as noted below:

- f. The undersigned attests that they are a duly authorized employee by their company to bind said company to the prices offered and to the terms and conditions of this bid.
- g. The undersigned certifies that they and their organization are in compliance will all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857th(h)), section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 1178389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.
- h. The undersigned certifies that they and their organization have a HACCP Program in place or follow Food Safety manufacturing practices as required by the USDA state, and local entities.
- i. No employee of the District shall have a direct financial interest in any contract with the district, nor shall any employee have a direct financial interest in the sale of any land, equipment, supplies, materials, or service. Any violation of this policy will render the contract null and void unless such contract is approved by the Comal ISD Board of Trustees after full disclosure. Therefore, vendor shall note any and all relationships that might be a conflict of interest and shall include such information with the bid/proposal response.

- j. **This district has implemented a “no contact” policy during the bidding process. This means that from the date the bid is issued until the date the bid is awarded by the board, there shall be no contact by any vendor to any district employee (excluding the purchasing dept or child nutrition director) or board member in relation to this bid, unless authorized by the purchasing agent.** The undersigned attests that no employee or representative of the company has violated C.I.S.D.’s “No Contact” policy.

By submitting this offer, I certify that I am a responsible authorized officer of the company and certify the accuracy of the above statements.

Vendor Name: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____ Date: _____

CISD GENERAL CONDITIONS

1. RETURN SIGNED ORIGINAL SEALED BID IN A SEALED ENVELOPE, PLAINLY MARKED WITH VENDOR'S NAME, BID NUMBER, OPENING DATE AND TIME. RETURN BIDS TO THE PURCHASING DEPARTMENT, 1404 IH-35 NORTH, NEW BRAUNFELS, TEXAS 78130.
2. The use of brand names and catalog numbers does not prohibit the substitution of other brands of equal quality unless "**NO SUBSTITUTE**" is specified.
3. Exclude Federal and State sales and ad valorem taxes.
4. The District reserves the right to waive minor informalities and irregularities and to accept or reject each item separately or as a whole.
5. The vendor must specify make or model even if the vendor is bidding the brand specified or bidding a product "equal". Do not put "as specified" or "equal".
6. Complete descriptive and illustrated literature covering the items you propose to furnish should accompany your proposal.
7. Proposals received after the time and date specified will **not** be considered. Proposals received without proper signature subject to disqualification or not be accepted. Telegram, Facsimile (fax), or emailed bids will not be accepted.
8. Vendors are invited to be present at the opening of this proposal on the date and hour specified.
9. Questions in regard to this proposal must be submitted in writing to the Director of Purchasing for clarification.
10. Payment terms will be net thirty (30) days after acceptance of delivery in full or receipt of correct invoice, whichever comes later, unless a prompt payment discount is offered.
11. During the performance of this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, or religion. Comal ISD does not discriminate on the basis of race, sex, age, religion, color, national origin, or disability in providing education services, activities, or programs. It is the intent and policy of this District to conduct its activities in compliance with all Federal and State laws prohibiting discrimination on the basis of race, sex, age, religion, color, national origin or disability.
12. Vendors who respond to this proposal with either a formal proposal or a notice of no proposal will remain on our mailing list. Vendors making no response at all may be removed from our mailing list.
13. In awarding a contract, the District shall consider: purchase price, the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the District's needs, the vendor's past relationship with the

District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor. In addition, quality and suitability of the product and not price alone shall be considered in the acceptance of proposals. Consideration may also be given to the bidder's references and record for responsibility, knowledge of the product, and service.

14. If the vendor fails to deliver either the quality or quantity of items on which award was made by the promised delivery date at the prices specified in this proposal, the CISD reserves the right to purchase the specified supplies elsewhere and vendor agrees to allow CISD to deduct the difference in price and cost of handling, if any, from pending invoices of current proposal, as permitted under Article II of the Uniform Commercial Code.
15. Vendors will confirm and/or change the address shown on this proposal if it has been mailed. Vendors are responsible for notification of changes of address, telephone number, fax number, or email. The District is not responsible for failing to mail a vendor a solicitation or for undelivered or misdirected communications.
16. Vendor warrants that the prompt payment discount terms, distribution allowance, quality and performance of products/services, prices, product/services warranty(ies), and other conditions/provisions offered in this proposal are the same or better than those offered the bidder's most favored customer.
17. All prices and quotations must be typed or written in ink. Proposals written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by vendor. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or totals.
18. Successful vendor **shall not** begin work/services or deliver merchandise without an authorized purchased order.
19. Prompt payment discount will be applied to proposal prices(s) and will be considered when recommending an award.
20. In the event that a vendor is or subsequently becomes delinquent in the payment of his or its school ad valorem taxes, such fact shall constitute grounds for rejection of the proposal, or if awarded the proposal, for cancellation of the contract. However, the District reserves the right to deduct any amounts owed for delinquent taxes from payments that the District may owe to the delinquent vendor as a result of such contract.
21. "No assignment nor transfer of this proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this proposal is awarded receives written approval from the Purchasing Director or his/her designee. Written approval must be requested and received prior to any assignment or transfer. In the event the vendor fails to comply with this provision, the school district may take actions to require compliance or take any other measures deemed appropriate."
22. The award or agreement resulting from this proposal or proposal may be terminated or cancelled

under the following circumstances.

- A. District may cancel or terminate the award or agreement for convenience upon written notice.
 - B. During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
 - C. Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
 - D. District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings. District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.
23. Force Majeure - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
24. Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.
25. Applicable law and venue- This agreement shall be governed by the Texas Business and Commerce Code as applicable and as adopted and amended from time to time by the Texas legislature. Both parties agree that the venue for any litigation arising out of this contract shall lie in New Braunfels, Comal County, Texas.
26. Termination - The performance of work or delivery of goods under this agreement may be terminated in whole or in part by the District in accordance with this provision. Termination of work hereunder shall be effected by delivery to the Vendor of a notice of termination specifying the extent to which performance of work under the order is terminated and the date upon which termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of the District under condition 28 below.
27. Cancellation – The District has the right to cancel for default all or any part of the undelivered portion of this agreement if the Vendor breaches any of the terms hereof including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.

28. Right of Inspection- The District has the right to inspect the goods at delivery before accepting them. If the District is not able to inspect the goods at the time of the delivery, the District still has the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at sellers expense and risk for all damages incidental to the rejection. Payment shall not constitute an acceptance of the material nor impair the District's right to inspect or any of its remedies.
29. Place of Delivery- The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.
30. Title and Risk of Loss- The title and risk of loss of the goods shall not pass to the District until the District actually receives and takes possession of the goods at the point or points of delivery.
31. Out of State Vendors- The "Reciprocity Rule" applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
32. Advertising – Vendor shall not advertise or publish, with out the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
33. The resulting award from this proposal/proposal constitutes a contract between the CISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
34. Right to Assurance – Whenever Comal ISD in good faith has reason to question the vendor's intent to perform; the district may demand that the vendor give written assurance of their intent to perform. In the event that a demand is made and no assurance is given within five (5) calendar days, the district may treat this failure as anticipatory repudiation of the contract.
35. These general conditions govern the relationship between the District and vendor, and are hereby made part of the agreement between the District and vendor.

Acknowledgment of Comal ISD General Conditions

I have read and agree to the above conditions and specifications for Comal ISD.

I affirm, to the best of my knowledge, this proposal has been arrived at independently and is submitted without collusion with anyone to obtain information that would in any way limit competition in the award of this proposal.

I affirm, to the best of my knowledge, that the company I represent meets Equal Employment Opportunity Commission standards and Americans with Disabilities Act standards in employment practices.

Signature: _____ Date: _____

Printed Name: _____

Name of Company: _____

12-03 Submittal Form

Name (Type or Print) _____ Title _____

Company _____ Date _____

Mailing Address: _____

Remit Payment Address: _____

Phone: _____ Fax: _____

Email: _____

Primary Scope of Business: _____

Indicate the discount percentage that you are offering Comal ISD (from shelf price, catalog price, or published price list): **Discount Offer** _____

Please indicate any exceptions to your discount: _____

What is the approximate delivery time of merchandise after receipt of a purchase order? _____

Do you offer a prompt payment discount? _____ If yes, what terms? _____

State and define your return policy: _____

Is this bid valid for all of your retail store locations? Yes No

Notes/Comments: _____

By signing below you agree to participate in this bid with the Comal ISD and you attest to the terms, representations and certifications listed this bid:

Submitter's Signature: _____

Submitter's Name/Title: _____

Central Texas Purchasing Alliance
Adoption Clause

Comal ISD Bid # 12-03
Athletic Supplies & Equipment

****This page is optional, it is not a bid requirement.**

The Central Texas Purchasing Alliance CTPA is made up exclusively of school district purchasing representatives, with a collective desire to share experiences, tools and knowledge. CTPA is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Where members find it beneficial, bids are shared or sometimes led by one member district, allowing others to save on resources while reaping the benefits of bettering pricing because of the joint participation.

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://www.txctpa.org/memberlist/>
- 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 bid submitter: _____

Signature of bid submitter: _____

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	Comal Independent School District 1404 IH 35 North New Braunfels, TX 78130
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.

Sign Here	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,