This Request for Proposals has the following sections:

| Part One- | Introduction and Instructions to Bidders/Scope of Work/Specifications/Bid Requirements |
| Part Two- | Certifications (to be completed and returned with Bid Submittal Sheet) |
| Part Three- | Bid Submittal Sheets (to be completed, signed, and returned by deadline date) |
| Part Four- | Conflict of Interest Form |
| Part Five- | W-9 form (to be completed and returned with Bid Submittal Sheet) |

Part One- Introduction and Instructions to Bidders, Scope of Work, Specifications, and Bid Requirements

A portion of the payment for this contract will come from the School and Libraries Program (SLD) administered by the Universal Service Administrative Company (USAC). The service provider is to acknowledge that approval and payment for this contract is pending E-Rate funding. Marlin ISD is eligible for a certain percentage of discount, to be verified by the SLD. Marlin ISD will utilize the service provider invoice or “discounts” method for vendor reimbursement from the School and Libraries Program (SLD). The contracted service provider shall acknowledge acceptance of this process.

Bid prices will include all shipping and handling charges, F.O.B. Destination. It is the intent of the District to award this bid at the March 17, 2015 Board Meeting.

This Request for Proposals (herein referred to as “bid” or “proposal”) will be received by the Board of Trustees of the Marlin Independent School District at the Administration offices, 130 Coleman St, Marlin, Texas 76661 for Network Cabling Installation (Section A) and Network Equipment (Section B).

The District shall have the right to accept or reject any or all Bids, or any part thereof, and to waive any technicalities in the best interest of the District. It is the intent of the District to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents and provided that vendor has been determined to be the best value to the district.

Bids shall be evaluated by the following means to determine which vendor proposes the best value to the district: the purchase price, attendance at the pre-bid meeting and site walk-thru, 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 and rules relating to historically underutilized businesses (zero weight), the total long-term cost to the district to acquire the vendor’s goods or services, vendor response time, technical aspects of goods and services in the vendor’s proposals, convenience of service to the district, qualifications of vendor and their ability to carry out the obligations of the contract and their ability to deliver the items contemplated herein, and compatibility of goods/products purchased with those already in use in the district. Additional evaluation criteria include the vendor’s: experience, skill, ability, business judgment, financial capability, integrity, honesty, possession of necessary facilities, equipment, bonding capacity, previous performance, reputation, promptness, and estimated time of completion.
Following an in depth analysis and evaluation of their areas of primary responsibility, as well as a thorough evaluation of prices quoted for the effort to be performed; award will be made to the contractor(s) whose bid(s) is/are determined to be the most advantageous to the Owner. The application of the selection procedures to the areas of primary responsibility permits placing technical considerations above total price. Therefore, the owner reserves the right to award this bid based on factors other than the bid with the lowest price.

Evaluation Score Sheet:

- Attendance at prebid meeting and walk-thru – 10 points
- Total cost to the district – 60 points
- Bidding Approved Materials – 15 points
- Past experience with the district and/or reputation – 15 points
- Maximum total possible points – 100 points

By submitting a bid, each bidder agrees to waive any claim it has against the owner, and its respective employees arising out of in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the bid documents, or the contract documents, acceptance or rejection of any bids; and award of the contract.

The contractor shall make certain that he/she is aware of local labor availability, means of transportation, local laws, codes, wage scales, contractor's licensing, permit requirements, required insurance, including Worker's Compensation Insurance, and other factors that could affect the work.

By execution and submission of this bid, the bidder hereby represents and warrants to the owner as follows: "The bidder has read and understands the bid documents and the contract documents and this bid is made in accordance with the documents."

The District reserves the right to reject any and/or all Bids which comply with these specifications, or to accept a higher Bid which complies, provided that, in the judgment of the District, the item offered under the higher Bid has additional value or function which justifies the difference in price. The District does not have to award this bid.

**Fingerprinting:**
State law requires that any vendor entering our campus that has direct contact with students must be fingerprinted through the Texas DPS system. This must be done prior to entering our campuses. An affidavit from the vendor will be required to verify that this has been done. This affidavit will be required after award and prior to installation. See additional information provided in this document.

Marlin Independent School District is requesting proposals for the provision of network cabling installation/testing and network equipment purchase/installation at three (3) sites. Marlin ISD will be adding Cat6 cabling and 10/100/1000 a switched environment as well as increasing wireless capacity to include 802.11ac to increase the bandwidth to workstations and servers. This proposal will be for Year 18 E-rate, effective July 1, 2015 through June 30, 2016. Marlin ISD reserves the right to not move forward with any part of this project or entire project pending E-rate and SLD funding.

1. The Three sites will be as follows:
   a. Marlin Elementary School
      602 Donohoo Street
      Marlin, Texas 76661
   b. Marlin Middle School
      678 Success Lane
      Marlin, Texas 76661
   c. Marlin High School
      1400 Capps St
      Marlin, Texas 76661
2. The District reserves the right to award the contract on an all-or-none basis to one vendor or to multiple vendors, whichever is determined to be more advantageous to the District. The awarded vendor(s) must have a solid record of quality, reliability, stability and customer satisfaction. The vendor(s) must provide a reference list of five (5) projects of similar nature and size, with contact names and telephone numbers. Marlin ISD reserves the right to review/contact the list of references submitted.

3. Pre-Bid Meeting: Walkthroughs will be conducted on February 2, 2015. Participants will meet at Marlin High School Vocational Building, 1400 Capps St, Marlin, TX at 8:30am.

4. The District anticipates that this contract will be awarded at the Board of Trustees meeting to be held on March 17, 2015.

5. Contractors shall obtain & maintain insurance (with the exception of Workers Comp & Employers liability coverage) with the Marlin ISD named as an additional insured for the time period in which they are actually performing work for the District. For Workers Comp & Employers Liability the contractor will provide and maintain this coverage & waive subrogation in favor of the Marlin ISD. These documents must be presented within 10 calendar days after notification of intent to begin a new project.

    Amounts:
    A. Comprehensive Automobile Liability- $500,000 Combined Single Limits or $250,000/$500,000 BI/$100,000 PD. Must include owned, hired, & non-owned automobiles.
    B. Comprehensive General Liability Each Occurrence- $500,000 Combined Single Limits or $500,000 BI/$1,000,000 PD  General Aggregate- $1,000,000

    Independent Contractor Coverage is the same as above if sub-contractors are used.

In addition to the comprehensive general liability requirements above, excess liability or umbrella policy in the amount of $1,000,000 is required for contracts of $25,000 or more, unless Comprehensive General Liability limits of $1,500,000 or more can be provided as a substitute for the Excess Liability requirement.

6. A bid bond is required to be submitted with the bid for all construction projects over $10,000. The Bid Bond or Cashier’s Check in the amount of not less than 5% of the total amount proposed, must be made payable to unconditionally to the Owner, Marlin ISD. This bond is required as evidence of good faith and as a guarantee that, if awarded the contract, the Proposer will accept and execute the contract, and when required, will furnish required evidence of insurance. Proposals without a Cashier’s Check or Proposal Bond will not be considered.

7. A Payment and Performance Bond shall be required on projects of $25,000.00 or more at the vendor’s expense. Do not list a separate price for these bonds in your proposal. The price of the bonds must be absorbed in the overall cost of the project that your company is proposing to the district. Bonds shall be made and payable to and its form approved by the owner in accordance to Texas Local Government Code 2253.021 (a through e). Bonds will be due within 10 days after the Notice to Proceed is issued.

8. The following sections will encompass all requirements for installation at the four (4) campuses. All cables and outlets will be installed to provide universal application connectivity (i.e., a jack may be used for voice, video or data). All material will be itemized with quantities, and manufacturer part numbers.

9. The District reserves the right to examine the successful vendor’s books if this is perceived to be necessary.
Scope of Work for Section A – Network Cabling Installation and Testing:

RESPONSIBILITIES

Customer Responsibilities:

**MISD is responsible for the following:**

- Allowing the contractor’s employees free access to the premises and facilities at all reasonable hours during the installation.

- Architect, end user agent, or MISD shall provide a combination of drawings and specification for outlet configuration and locations. If no locations are given, contractor shall consult with MISD for locations needed.

- Providing free and clear access to existing conduit or the placement of new conduit if necessary to all work locations, floor, buildings, etc., to support the media installation and providing contractor access to these adjacent areas where and when required.

- Providing access to 120 volt, 20 AMP, 60 Hz commercial power necessary for the installation and for future telecommunications equipment.

- Making alterations and repairs to the building, equipment or services if it is determined by the company to be desirable or necessary for safe operation.

- Making inspections when notified by the contractor that the equipment or any part thereof is ready for acceptance.

- Providing network equipment to be physically mounted/installed.

Contractor Responsibilities & Qualifications:

- Providing all supervision, labor, tools, equipment, materials, transportation, erection, construction, unloading, inspection and inventory housing. Contractor must also return spare material as specified.

- Furnishing and installing materials for a complete structured cabling system unless specific provisioning or installation of materials is denoted in this RFP.

- Obtaining MISD’s permission before proceeding with any work necessitating cutting into or through any part of the building structure such as girders, beams, concrete, tile floors or partition ceilings.

- Promptly repairing all damage to the building due to carelessness of contractor employees and exercising reasonable care to avoid any damage to the building.

- Promptly reporting to MISD any damage to the building that may exist or may occur during the contractor’s occupancy of the building.

- Taking necessary steps to ensure that required fire fighting apparatus is accessible at all times. Flammable materials shall be kept in suitable places outside the building.

- Installing the wire, cable and hardware in accordance with the specifications outlined herein.

- Removal of all existing wiring and materials related to previously installed network cabling system.

- Conducting tests and inspections as specified post-installation.

- Promptly notifying MISD at least one week prior to completion of work on equipment wherein such portions are ready for inspection.
• Promptly correcting all defects for which contractor is responsible as determined by MISD

• Coordinating all work with MISD’s representative that may be designated at a future date before the commencement of the installation.

• Maintaining insurance and appropriate warranty bonds on the proposed distribution system until such time as it is accepted by MISD.

• Removing all tools, equipment, rubbish and debris from the premises and leaving the premises clean and neat upon completion of the work.

• Abiding by the safety and security rules in force on the work site per local and governmental regulation.

• Following industry standard installation practices and as defined by these specifications.

• The contractor must possess a valid state contractor’s license. This license must have been issued two years prior to the date of this bid. No other license classification is acceptable.

• The contractor must have been in business, and in the business of installing telecommunications systems, continuously, for a period of at least 2 years, prior to the date of this bid. Contractor must also provide a list of key installation personnel, their hire dates, and a resume of their experience. Key installation personnel shall include at least one foreman and one journey level installer or technician. By submitting the names of these personnel, the contractor is committing them to the execution of the project outlined in this specification. No temporary labor shall be allowed, all contractor employees shall be full time, and proof showing full time employment must be on file.

• The contractor must have successfully performed at least two projects of similar scope that has been functional for at least one year within date of this bid. Proof of performance shall be in the form of reference sheets which shall include a brief description of the project, the beginning and ending contract price, the project foreman or superintendent’s name, and the name, address, and telephone number of a project contact.

• The contractor shall be an Authorized Panduit PCI Design and Installation Company. A copy of the PCI Company certificate or verification by Panduit records must accompany contractor bid, no expired certificates and certificates issued under Panduit’s past certification programs will be accepted. Vendors who are not Panduit certified will be rejected as non-compliant

• The contractor must have a minimum of one (1) Registered Communications Distribution Designer (RCDD) on staff, or a Panduit approved Certification Plus RCDD equivalent submitted and approved by Panduit prior to project award. The RCDD shall provide approval on the design, installation, and documentation of this communications system along with making sure all Panduit Certification Plus System Warranty documentation and requirements are met and submitted to Panduit upon completion of the project.

• The contractor shall not subcontract voice/data/video cabling, termination or testing without the written permission of Panduit and MISD. If any work is subcontracted it shall be to a Panduit PCI certified company.

• The contractor must have uniformed employees with visible ID badges.

• The contractor must be bondable.

• The contractor must submit and meet all Panduit System Warranty Requirements as specified by Panduit at the time of Bid.

• The contractor shall make certain that he/she is aware of local labor availability, means of transportation, local laws, codes, wage scales, contractor’s licensing, permit requirements, required insurance, including Worker’s Compensation Insurance, and other factors that could affect the work.

• The cabling contractor shall review the cabling design and electrical drawings and shall confirm all conduit and
other rough-in device quantities and sizes to be acceptable with regard to the telecommunications cabling installation during the bid process. All such deficiencies found will be immediately brought to the owner, owners agent, and architects attention for resolution.

- Adherence to the fingerprinting requirements as set forth in this packet.

SYSTEM REQUIREMENTS

MATERIAL AND WORKMANSHIP REQUIREMENTS:
Bidder shall provide new products from all manufacturers listed in this document. Only authorized Panduit distribution channels shall be used. No cable shorts shall be used, and proof of purchase from an authorized Panduit distributor will be contractor’s responsibility upon owners request. Owner has right to audit contractors distribution source at anytime during and after project.

Backbone cabling
1. Backbone cable shall be sized and terminated as per riser diagram.

2. Fiber Optic Backbone Cable shall be rated OFNP or OFNR per the installation environment as defined by the NFPA and NEC. Fiber construction shall be multi-mode with a core/cladding size of 50/125 microns. Contractor shall purchase and install the appropriate Panduit fan out and breakout materials where dictated by the application and choice of fiber optic cable type. The maximum attenuation of the cable shall be 850nm at 3.75 dB/Km and 1300nm at 1.50 dB/km. The minimum bandwidth of the cable shall be 160-300 @ 850nm and 500-700 MHz-km @ 1300nm.

3. Fiber Optic Cable size/type shall be 50 micron, 12 strand, rated as 10GB capable and armored.

Accepted Manufacturers:
   a) Panduit
   b) General

4. All fiber optic equipment including connectors, trays, boxes, rack mount enclosures, and patch cords shall be Panduit. Connector type shall be Panduit SC connectors. All rack mount enclosures shall be Panduit FRME style enclosures, with the exception of terminations inside low profile cabinets or IDFs not utilizing cabinets. All fiber patch cords shall be Panduit factory assembled and tested, and supplied for each terminated fiber connection. Lengths shall be 3 meters. The equipment side connector of all fiber patch cords shall be type LC for use with Cisco SFP connectors.

   Suggested Low Profile Fiber Termination
   Panduit CBXF12EI - Panduit Multimedia Box w/ appropriate connectors

Horizontal Cabling:
1. All Data station cables shall be Panduit, and shall meet the requirements published in the specifications for TIA/EIA 568-B.2-1.

2. All copper cable shall be Panduit PUR6C04 or General Cable equivalent using proper insulation as required by standards, and code. Four pair UTP cable shall be used for all Data and Voice terminations. Category 6 UTP cable shall exceed ANSI/TIA 568-B.2-1 standards. The copper pairs shall be twisted in pairs and separated by a divider.

   Accepted Specified Cable:
   a) Panduit PUR-6C04 Category 6 cable
   b) General Cable equivalent
3. Each work area outlet shall be Panduit Mini-Com or NetKey series faceplates. If using modular furniture, Panduit furniture faceplates shall be used. For bidding purposes, assume 70% of the drops will be in 4 port face plates while 30% of the drops will be in 2 port face plates.

4. Each Data outlet shall be Panduit Modular Jacks. All jack termination shall be accomplished by use of a forward motion termination cap and shall not require the use of a punchdown tool. All modules shall be 100% tested for NEXT performance. The termination cap shall be color coded for TIA568A and T568B wiring schemes. All fiber connectors, BNC, RCA, or S-Video connectors shall be Panduit. Consult MISD for selected color designations. (**- color code)

5. All racks shall be APC, Hubbell or Panduit racks, using Panduit wire managers. All horizontal wire management shall be installed between every 48 ports. Panduit TRGK672, and TRGB191 rack grounding products shall be used for each rack installed. All rack mounted patch panel cabling shall be supported using hook and loop fasteners. No nylon ties shall be used anywhere on jobsite.

Accepted Racks, Vertical Managers, and Horizontal Managers:

a) APC AR3100 Enclosure
b) Hubbell RE-BOX - RE4XB
c) Panduit R4P36CN – 7’, 36” 4 Post, Cage Nut Rack

6. All patch panels shall be Panduit, designed to fit within standard 19” equipment racks. Patch panels shall be modular and shall contain the quantity of RJ45 modular connectors as identified in the drawings or specifications.

7. All Data patch cords shall be Panduit factory assembled patch cords. All patch cords shall meet the performance characteristics of the Horizontal cable being specified. The contractor shall provide patch cables for all Data Work Area Outlets (WOA), and Cross Connects. The quantity of LAN patch cords shall be equal to the number of data ports installed within the project. The quantity of Workstation cords shall be equal to the number of data ports installed. Patch cords for cross connections shall be **1ft in length**. Workstation cords shall be **15ft in length**. All LAN patch and Workstation cords shall be colored **BLUE** with the exception of wireless access points and security cameras. LAN patch cords for use by wireless access points shall be **YELLOW**. LAN patch cords for use by security cameras shall be **RED**. At least one Panduit duplex fiber patch cord shall be provided in quantities sufficient to provide one (1) cord for each fiber module listed.

8. Cable Runway shall be sized per the drawings or customer requirements. All fittings, supports, connectors, and accessories shall be of the same manufacturer of the cable raceway.

   Accepted Cable Runways:
   a) Panduit
   b) Chatsworth Products
   c) B-Line

9. J-Hooks shall be Panduit J-Pro J-hooks with adequate support brackets as required per the drawings and standards. Panduit J-Pro hooks shall be configured to provide support for both voice and data cable within the plenum space. J-hooks shall be supported using commercially available components designed for the purpose of the existing building structure, and appropriate Panduit J-Pro brackets for mounting application. J-Hooks shall not be supported from fixtures originally placed to support other equipment. Cabling contractor shall utilize the appropriate quantity of J-mod hooks per Panduit, and spaced as recommended by TIA/EIA industry standards. Panduit Tak-Ty type HLSP3S-X12 shall be used for each J-mod J-hook to support and manage cables.

10. All Surface Raceway, Boxes, and Fittings if required shall be HellermannTyton or Panduit with MISD specifications as to color. Any and all raceway products shall use 1 inch bend radius fittings for TIA/EIA compliance. Cable Fill rates are to be determined by the contractor, however may not exceed Panduit and TIA/EIA MAX wire fill recommendations.

11. All Power or Data poles if required shall be Panduit type PCPA** with lengths designed and installed by the contractor to meet proper cable installation requirements. All data and voice outlets at the Data poles shall use the same faceplate as the WAO in the wall mount applications.
12. All Wireless installations exposed in a gym or physical education area shall be installed within an
enclosure/cage.

**CHANNEL PERFORMANCE**

**Scope:**
This section further defines the complete end-to-end channel requirements for the combined channel solution. Channel compliance is only applicable following successful compliance to individual component specifications listed above. This section specifies the minimum requirements that cables, connecting hardware and assembled patch cords must meet when combined into a full cabling system.

**Normative Reference**

**Reference Documents**
The latest edition of referenced standards (from the latest available draft in the case of proposed standards) shall be the controlling document. Where the standards appear to conflict with one another, the one with the most stringent requirements shall be applicable.

ANSI/ICEA S-90-661
CSA
UL 444
ANSI/TIA/EIA-568-B
ANSI/TIA/EIA-569-B
ANSI/TIA/EIA-606-A
ANSI/TIA/EIA-607
ISO/IEC 11801
CENELEC EN50173: 1995
NEC, NFPA70
NEMA WC-63/66

In addition to the requirements shown above, UTP cables shall previously meet the requirements of:

ANSI/TIA/EIA-568-B
ISO/IEC 11801

All connecting hardware and patch cords shall previously meet, as a minimum, all the requirements including the electrical and mechanical performance requirements of:

CSA
UL 1863
ANSI/TIA/EIA-568-B
ISO/IEC 11801
ISO/IEC 60603-7
CENELEC EN50173: 1995
NEC, NFPA70

**Applicable Testing Standards**
Testing of individual components and channel shall be conducted in accordance with the following standards:

Telecommunications Wire and Cable, 1994
ANSI/TIA/EIA-568-B, Commercial Building Telecommunications Standard,
ISO/IEC 11801

**Requirements**

**Applicable Channels**
Performance applies to 4-pair unshielded twisted pair cables, assembled patch cords and connecting hardware used with
100 ohm, 4-pair Unshielded UTP Cables. Channel will consists of an equipment patch cord, information outlet, horizontal
cabling (90m) with a transition point near the information outlet (I/O), two telecom closet connection points and patch
cords for a total of 4 connection points, as shown below.
Installation Requirements

In order for unshielded twisted-pair cabling infrastructure to deliver high-speed performance, it is manufactured to very tight specifications. Consequently, to maintain the unshielded twisted-pair cabling system performance proper installation practices must be followed. Listed below are some requirements that shall be followed:

- Use of hook and loop fasteners in the MDF, IDF and computer room (data center) is required. No nylon cable ties shall be allowed. In all plenum applications, NEC Section 300-22 (c) and (d) compliant hook and loop fasteners shall be used.

- Do not exceed the minimum bend of 4 x Outside Diameter (OD) for 4 pair UTP, 10 x OD for multi pair (more than 4 pair) UTP, 1.18 in. for two fiber cable, and 10 x OD for multi fiber cable.

- Per TIA/EIA 568-B never un-twist the pairs of cable beyond the absolute minimum required for termination.

- The cable jacket on UTP shall only be stripped back the minimum required to terminate to connecting hardware.

- Cable management panels shall be used when terminating cable.

- Maximum cable lengths shall not be exceeded.

- All horizontal runs, moves, adds, and changes must be documented. Permanent Link test results must be provided.

- Reinstalling cable that has been pulled out of modular furniture is not allowed.

- All penetrations through fire rated building structures (walls and floors) shall have a metal stuffing pipe that extends 12” beyond each side of the building structure and sealed with an appropriate firestop system. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure). Any penetrating item i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, etc. shall be properly firestopped.

Labeling and Documentation

- All labels shall be Panduit TIA/EIA-606-A compliant labeling products. All cables, faceplates, patch panels, 110 blocks, boxes and patch cords shall be labeled as to TIA/EIA-606-A standards, and as designed by Panduit to be used for the specific Product. All conduits and innerduct shall be labeled as well. Panduit labels shall be used for all labeling as required by this scope of work, no exceptions. If any other label Manufacturer is used, contractor shall replace at no expense to MISD before final payment.

- All dedicated telecommunications grounding bus bars shall be labeled.

Cross-connect fields shall be labeled according to ANSI/TIA/EIA 606-A.

Contractor shall supply final As-Built drawings to MISD prior to cutover. These drawings shall show details of each WAO, IDF locations and cable routings. All drawings are to be saved electronically in Visio format.

Test documentation shall be provided in a three-ring binder(s) and in CD-ROM format within three weeks after the completion of the project. The binder(s) shall be clearly marked on the outside front cover and spine with the
words “Test Results”, the project name, and the date of completion (month and year). The test equipment by name, manufacturer, model number and last calibration date will also be provided at the end of the document. The test document shall detail the test method used and the specific settings of the equipment during the test. All warranty documentation shall be included.

All test documents are to be saved in electronic format utilizing MS Excel, MS WORD, MS Access or AutoCAD .dwg. Contractor shall supply Two (2) copy’s of Test documents and drawings to the customer upon completion of the project.

Grounding

Grounding shall meet the requirements of the NEC and additionally grounding bonding shall conform with ANSI/TIA/EIA-607. The cabling contractor shall accomplish all telecommunications hardware grounding utilizing Panduit ground lugs, H-taps, and grounding kits as recommended by Panduit for its equipment. (example: TRGKOJ4120) All ground cable shall be Green in color. If electrical contractor does not provide Ground bars and Plates, it is the responsibility of the awarded cabling contractor to meet the requirements of this document.

Testing

**Testing and Certification:**

Panduit approved hand held testers and Test leads shall be used to the latest revision of TIA/EIA 568-B. Fluke Testers are Preferred. Contact Panduit Warranty department for proper testers and test leads before testing is performed. (1-888-506-5400)

Testing of cabling shall be performed prior to system cut-over, 100 percent of the UTP horizontal and riser pairs shall be tested for opens, shorts, polarity reversals, transposition and presence of AC voltage. UTP voice, and data wiring pairs shall be tested to TIA/EIA 568-B for Permanent Link Cat6. In addition, all assigned circuits shall be tested from the information outlet/building control device to the MDF.

High speed unshielded twisted pair (UTP) data cable shall be performance verified using an automated test set. This test set shall be capable of testing for the continuity and length parameters defined above, and provide results for the following tests:

- Near End Cross-Talk (NEXT)
- Power Sum Near End Cross-Talk (PSNEXT)
- Attenuation
- Ambient Noise
- Attenuation to Cross-Talk Ratio (ACR)
- Line Mapping
- Cable Length
- Return Loss
- Equal Level Far-End CrossTalk (ELFEXT)
- Power Sum Equal Level Far-End CrossTalk (PSELFEXT)
- Propagation Delay
- Delay Skew

Test results shall be automatically evaluated by the equipment, using the most up-to-date criteria from the TIA/EIA Standard, and the result shown as pass/fail. Test results shall be printed directly from the test unit or from a download file using an application from the test equipment manufacturer. The printed test results shall include all tests performed, the expected test result and the actual test result achieved.

Workmanship

Components of the premise distribution system shall be installed in a neat, orderly manner consistent with the best telephone and data installation practices. Wiring color codes shall be strictly observed and termination shall be uniform throughout. TIA/EIA 568-B wiring codes as shown on the drawings shall standardize all twisted pair wiring.

Inspection
On-going inspections shall be performed during construction by the MISD Project Manager and Installation Project Managers. All work shall be performed in a high quality craftsman manner and the overall appearance shall be clean, neat and orderly.

**Warranty**

A Panduit Warranty and System Assurance Warranty for this Structured Cabling System shall be provided. Upon successful completion of the installation and subsequent testing by the installer, MISD shall be provided with a Warranty certificate registering the installation by specified suppliers.

**Campus Information**

*See Appendix A for Drop Counts and Hardware Quantities*

**Final Acceptance**

During the final period of installation, the Installer will activate the cabling system in coordination with the Owner. The Owner will validate operation of the cabling system during this period. If the Owner is not able or willing to validate the cabling system at this time, it will not negate the contractor’s responsibilities as outlined in this document. This validation may be done, as network equipment becomes available.

Marlin ISD reserves the right to conduct, using Contractor equipment and labor, a random re-test of up to ten (10) percent of the cable plant to confirm documentation results. Random re-testing, if performed, will be at the expense of Marlin ISD using standard labor rates. Any failing cabling will be re-tested and restored to a passing condition. In the event that more than two (2) percent of the cable plant fails during re-test, the entire cable plant will be re-tested and restored to a passing condition at no additional cost to Marlin ISD.

Completion of the installation, in-progress and final inspections, receipt of the test validation, as-built documentation, and successful system performance for a one-month period, will constitute acceptance of the system.
Scope of Work for Section B – Network Equipment:

Section 1.0 - Network Equipment and Integration:

Hardware: All equipment must meet the below minimum specifications listed below as well as be new and original manufacturer’s parts. Pricing for refurbished parts cannot and will not be considered.

All switches and wireless access points should include the ability to discover their neighbors including IP addressing and device model. These devices must be capable of being managed through a single IP address without requiring proprietary connection. The ability to do fast ether channel to provide redundancy and more bandwidth to the IDF’s must be supported. All switches must support Cisco PoE wireless LAN (WLAN) access points, as well as any IEEE 802.3af-compliant end device. Marlin ISD requires that all ports on a switch be capable of providing Power over Ethernet.

The following are the Cisco part numbers for the models of network equipment recommended by Marlin ISD.

See Appendix A for Hardware Quantities

- WS-C2960X-48FPS-L (qty as indicated in table)
- AIR-CAP3702I-A-K9 (qty as indicated in table)
- C2960X-STACK (qty as indicated in table)

All equipment installed in an IDF/MDF must be connected to a battery backup system. These units will not exceed 120Volt/20Amp power requirements and will not require a locking receptacle. The recommended brand of Marlin ISD is APC. The recommended models per rack enclosure type are listed below. The units quoted should meet or exceed these specifications.

- **APC AR3100 or comparable rack enclosure:**
  - APC - SMT2200RM2U w/ Network Management Card

- **Hubbell RE-BOX RE4X or comparable low profile enclosure:**
  - APC – BE750G

Please indicate the brand and model of equipment you will be proposing in the space provided.

INTEGRATION:

The vendor selected will be responsible for providing the hardware only. No installation services are requested as part of the bid. The **cabling vendor selected** will include pricing to perform installation of all hardware for this project.

Section 2.0 Documentation: All manufacturers’ documentation is required to be delivered with the equipment.

Section 3.0 Warranty: One (1) year warranty of the installed system against defects in material and Workmanship is to be furnished. Original manufacturer’s Warranty is to be furnished.
See Appendix A for Hardware Quantities

**Section 3.0 Documentation:** All manufacturers’ documentation is required to be delivered with the equipment.

**Section 4.0 Warranty:** One (1) year warranty of the installed system against defects in material and Workmanship is to be furnished. Original manufacturer’s Warranty is to be furnished.
The attached "GENERAL CONDITIONS" are an integral part of this bid.

There are no other specifications other than what is included in this package. Any questions on this bid must be submitted in writing and e-mailed to ahead@marlinisd.org. All questions or requests for clarification must be received no later than five (5) working days prior to the bid opening to ensure that there is adequate time for the District to respond and take appropriate action (if needed) prior to the submittal deadline. Vendors finding errors, omissions, or corrections that need to be made to the specifications shall contact the District as soon as possible before the bid is due.

*****THIS DISTRICT HAS IMPLEMENTED A “NO CONTACT” PROCEDURE 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 THOSE LISTED IN THIS RFP) OR BOARD MEMBER IN RELATION TO THIS BID, UNLESS AUTHORIZED*****

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 an addendum. Addenda will be posted to the District’s website.

Each Addendum must be returned with the signed "Representations and Certifications Form” and "Bid Submittal Sheet" prior to or at the time and date of bid opening. 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. When submitting the bid/proposal, please indicate the bid number on the outside of the envelope. See sample below.

Please allow adequate mailing time for your response. Bid responses must be received no later than the bid opening time: **Friday, February 20, 2015, at 3:00 P.M. CST**

All responses to this bid must meet the following conditions to be considered:
- **The Marlin ISD will not be liable for any cost incurred in the preparation of any response;**
- **Faxed bids will not be accepted.**
- **Complete pages 18-25 of this bid, and sign and return by the bid opening date and time.**

Bids may be dropped off at or mailed to 130 Coleman St, Marlin, Texas 76661. Sample format of the remittance envelope if mailed:

```
Your company name
Your return address info

Marlin ISD
130 Coleman St
Marlin, TX 76663

Network Cabling Installation, Network Equipment, and VOIP Equipment (E-Rate Bid)
RFP Opening Date/Time: **Friday, February 20, 2015, at 3:00 P.M. CST**
```
Instructions to School District Contractors Regarding Criminal History Background Searches Under Senate Bill 9

Senate Bill 9 directs school district contractors to obtain state and national criminal history background searches on their employees who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas -FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Company owner must sign a user agreement with the DPS. To obtain the user agreement and more information, please contact:

Access and Dissemination Bureau
Texas Department of Public Safety
Crime Records Service
P. O. Box 149322
Austin, Texas  78714-9322

Email:  FACT@txdps.state.tx.us
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that you are a school district contractor and need to have an account established for DPS FACT clearinghouse access. Please include:

Company Name
Company Address
Company Phone
Name of Company point of contact
Phone of Company point of contact
Company email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site’s security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

PLEASE NOTE: After you sign the DPS User Agreement for FACT, DPS will provide you with a revised FAST Fingerprint Pass that you will have to provide to your employees and applicants. Your employees and applicants will use that FAST Fingerprint Pass when scheduling their FAST fingerprinting.
Contractor Certification

This form is to be completed and returned to Marlin ISD after you have been awarded a contract and after all of your appropriate employees have been fingerprinted.

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

Definitions:
Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed 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.

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

On behalf of ________________________________ (“Contractor”), I certify that [check one]:

[ ] None of Contractor’s employees are covered employees, as defined above.

or

[ ] Some or all of Contractor’s employees are covered employees. If this box is selected, I further certify that:

(1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

(2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will make available for the District’s inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee to the District project on the basis of the covered employee’s criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

Signature: ________________________________

Date: ________________________________
Part Two – Network Cabling Installation and Network Equipment (E-Rate Bid)

REPRESENTATIONS AND CERTIFICATIONS FORM

This sheet must be filled out completely and returned with your submittal.

By submitting this offer, the vendor certifies that he/she is a responsible authorized officer of the company, can sign for and enter into binding contracts on behalf 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 Marlin 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. "Non-Collusion Statement": "The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this bid in collusion (An agreement between two or more persons to deceive the school district or defraud the school district of its rights) with any other bidder, school board member, or school district employee, and that the contents of this bid as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this bid for the intent or purpose of collusion."

The undersigned agrees 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.

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 WISD 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 by completing the attached vendor affidavit form.

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 agent, or purchasing supervisor) 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 MISD’s "No Contact" procedure.

(continued on next page)
i. Affirm the following:

___Yes, a company employee so named has a financial and/or familial relationship with an employee/trustee of Marlin ISD as noted below.

___No employee of the above named company have any financial relationship and/or familial relationship by birth or marriage (spouse, children, parents, sibling, grandparents, grandchildren, aunts, uncles, cousins, etc.) with any employee/trustee of Marlin ISD.

Name of the vendor employee
Title

Name of Marlin ISD Employee/Trustee
Relationship to Marlin ISD Employee/Trustee

j. During the performance of any contract awarded, the Seller will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or handicaps, except where religion, sex or national origin is a bona fide occupational qualification reasonable necessary to the normal operations of the Seller. The Seller agrees to post in conspicuous places, available to employee and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that such Seller is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with Federal Law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Seller shall include the provisions of the foregoing in every subcontract or purchase order over $10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

k. In accordance with Article 601g. as adopted by the 1985 Texas Legislature the following will apply. The pertinent portion of the Act has been extracted and is as follows:

Article 601g. State of Political Subdivision Contracts for Construction, Supplies, Services, Proposals by Non resident Section 1(a) in this Act:
(1) "Governmental agency of the state" means: (A) an incorporated city or town, a county, a public school district, a special-purpose district or authority, or a district, county, or justice of the peace court;
(2) "Nonresident Proposer" means a Proposer whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
(3) "Texas residential Proposer" means a Proposer whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
(B) The state or governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchase of supplies, material, or equipment to a nonresident Proposer unless the nonresident's Proposal is lower than the lowest Proposal submitted by a responsible Texas resident Proposer by the same amount that a Texas resident Proposer would be required to under Proposal a nonresident Proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I Certify that as defined in Article 601g. that:

___ Yes, I am a Texas Resident Proposer
___ No, I am a ________________ Resident Proposer.

l. I have completed and returned Form CIQ as requested in this packet.

m. The Marlin ISD would like to track participation by economically disadvantaged business enterprises in all District competitive procurement. Are you a qualified economically disadvantaged business enterprise?

(check one) ________ Yes ________ No

Type of Certification: __________________________ Issued by:________________________ Date of Issue: ____________

Please attach proof of certification to this submittal.

By signing below you agree to participate in this bid with the Marlin ISD and you attest to the above Representations and Certifications (a-m) of this bid:

Company Name: ____________________________
Submitter's Name: ____________________________
Submitter's Title: ____________________________
Submitter's Signature: ____________________________

Date: ____________________________
Address/City/State/Zip: ____________________________
Phone #: ____________________________
E-Mail Address: ____________________________
**REFERENCES:** (references from other school districts comparable to our size are preferred)

<table>
<thead>
<tr>
<th>School District Name &amp; Project Description</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Address</td>
<td>Phone #</td>
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<tr>
<td>Email Address</td>
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</tr>
</tbody>
</table>
Part Three: Network Cabling Installation and Network Equipment (E-Rate Bid)

SUBMITTAL SHEET FOR
Section A – Network Cabling Installation and Testing

Vendor Name: ________________________________
Purchase Order Address: ________________________________
Contact Name for this contract: ________________________________
Contact’s Phone #: ________________________________
Contact’s E-Mail Address: ________________________________

<table>
<thead>
<tr>
<th></th>
<th>Total Eligible</th>
<th>Total Ineligible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost of Marlin Elementary:</td>
<td>$</td>
<td></td>
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<tr>
<td>Total Cost of Marlin Middle:</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total Cost of Marlin High:</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Did you complete and include the representations and certifications section, the CIQ form, and the W-9 form with your response?

Yes ______ No ______

By signing below you agree to participate in this bid with the Marlin ISD and you attest to the Representations and Certifications included in this bid package:

Submitter’s Signature: ________________________________
Submitter’s Name/Title: ________________________________

You must return this form along with the Representations and Certifications pages, W-9 and CIQ form with your bid.
BID SUBMITTAL SHEET FOR
Section B – Network Equipment

Vendor Name: ________________________________
Purchase Order Address: ________________________________

Contact Name for this contract: ________________________________
Contact’s Phone #: ________________________________
Contact’s E-Mail Address: ________________________________

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<thead>
<tr>
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<tr>
<td>Totals</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Did you complete and include the representations and certifications section, the CIQ form, and the W-9 form with your response?

[ ] Yes [ ] No

By signing below you agree to participate in this bid with the Marlin ISD and you attest to the Representations and Certifications included in this bid package:

Submitter’s Signature: ________________________________
Submitter’s Name/Title: ________________________________

You must return this form along with the Representations and Certifications pages, W-9 and CIQ form with your bid.
CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

   (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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

   Name of Officer

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

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

      □ Yes □ No

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

      □ Yes □ No

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

      □ Yes □ No

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

4. Signature of person doing business with the governmental entity

   Date

Adopted 06/29/2007
Part Five
Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box:

☐ Individual/Sole Proprietor  ☐ Corporation  ☐ Partnership  ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

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 3 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. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 3.)

Sign Here

Signature of U.S. person ▶ Date ▶

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.

U.S. person. 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 the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

For federal tax purposes you are considered a person if you are:

• An individual who is a citizen or resident of the United States,
• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on a 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.

Additional instructions available upon request.