



ALEDO ISD BOARD MEETING TEMPLATE

MEETING DATE: July 19, 2021

AGENDA ITEM: Consider Approval of Extension of Grounds Services Contract with Ronnie Walters Lawn Care, LLC

PRESENTER: Earl Husfeld, Chief Financial Officer and Tyler Boswell, Director of Construction and Facilities

BACKGROUND INFORMATION:

- As we discussed during the June 21, 2021, board meeting, in December 2017 the District advertised for Competitive Sealed Proposals (CSP) for District Grounds Services. Eight (8) sealed proposals were received in the Aledo ISD Business Office by the deadline of 2:00 PM on March 2, 2018.
- Based upon a detailed evaluation and analysis by an independent third-party, and district staff, of all responses received using the criteria published in the proposal documents, the CSP received from Ronnie Walters Lawn Care, LLC was determined to provide the best value to Aledo ISD.
- The initial contract period with Ronnie Walters Lawn Care, LLC was for three (3) years with two (2), one (1) year extensions, at the District's discretion and in the best interests of the District. The contract/CSP provided for termination with a thirty (30) day written notice. If the proposed termination is related to the performance of the Contractor, the Contractor has forty-five (45) days to cure the deficiencies.
- During the three (3) years Ronnie Walters Lawn Care, LLC has provided grounds services for the District, they have been responsive to the District's needs and met the expectations of the contract/CSP.
- The District is currently paying the annual amount of \$308,700.00 for grounds services. An increase of 3% (\$9,261.00) was negotiated to partially cover their increased cost of labor and fuel.
- With the construction of Annetta Elementary School ongoing and the level of grounds services that it will require being uncertain at this time, it was determined the prudent course of action would be to include a not to exceed allowance of \$15,000.00 for this campus.

FISCAL INFORMATION:

The total not to exceed cost of \$332,961.00 for this extension will be included in the 2021-2022 General Fund budget.



ALEDO ISD BOARD MEETING TEMPLATE

ATTACHMENTS:

Amendment to Contract – Aledo ISD Grounds Services and Ronnie Walters Lawn Care, LLC Response to Aledo ISD Request for Competitive Sealed Proposals – Grounds Services

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends the Board of Trustees approve a one-year extension of the grounds services contract with Ronnie Walters Lawn Care, LLC for the period of July 1, 2021 through June 30, 2022 in the amount of \$317,961.00 plus a not to exceed allowance of \$15,000.00 for Annetta Elementary School.

Amendment to Contract Aledo ISD Grounds Services

1. This amendment (the "Amendment") is made by **Aledo ISD** and **Ronnie Walters Lawn Care, LLC**, parties to the agreement **Grounds Services Contract and Response to Competitive Sealed Proposal** approved and accepted by the **Aledo ISD Board of Trustees** on **May 21, 2018** (the "Contract").

2. The Contract is amended as follows:

a. Continuation of Services:

- **Aledo ISD** exercises its option in the Contract to extend services with **Ronnie Walters Lawn Care, LLC** for one (1) additional year of service, July 1, 2021 through June 30, 2022.
- Annual projected cost of grounds services is \$317,961.00, payable in the monthly amount of \$26,496.75.

b. Addition of New Services:

- Grounds Services to begin on new Annetta Elementary School upon facility completion. Projected cost of service is a not to exceed allowance of \$15,000.00.

Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract, the terms of this amendment will prevail.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

RONNIE WALTERS LAWN CARE, LLC

375 Briarwood Road
Aledo, Texas 76008
(817) 441-6075

Ronnie Walters Lawn Care, LLC is a family owned business that has been in operation for over forty years. Since the inception of our business relationship with the Aledo Independent School District in 1993, we have taken pride in helping to maintain the facilities of our rapidly growing district.

As members of the Aledo community for almost thirty years, we have watched our small town grow from a small population of around 1,300, to well over 5,000. We have also watched the school district grow from a small Class 3A district with one high school, one middle school, and one elementary school, to a powerhouse Class 5A district with multiple campuses. We are strong supporters of the activities of our local Aledo youth, in addition to continuing to offer employment opportunities for local students in the Aledo area. Our children attended Aledo schools, and we continue to cheer on our Aledo Bearcats now that our grandchildren attend school in Aledo as well.

Ronnie Walters Lawn Care, LLC looks forward to continuing to serve the Aledo Independent School District with a strong work ethic, fairness, and honesty. We pride ourselves in maintaining a positive working relationship with the district, and are hopeful to be able to do so for the foreseeable future.

**ALEDO INDEPENDENT SCHOOL DISTRICT
REQUEST FOR COMPETITIVE SEALED PROPOSALS
GROUNDS SERVICES**

NOTICE TO PROPOSERS

Aledo Independent School District (the District) is soliciting competitive sealed proposals (CSP) for grounds services for all facilities within the District.

Proposals must be submitted to the address below by proposal deadline of **2:00 PM CST on March 2, 2018** or the proposal will be rejected. Time of receipt will be determined by the District's clock. The District will open the proposals in private and reserves the right to negotiate after the proposal opening until formally awarded at a regular school board meeting.

Faxed or emailed proposals will not be accepted. All prices are to exclude sales tax. All pages of this Request for Competitive Sealed Proposal (CSP) must be returned with respondent's proposal.

The sealed proposal envelope should be clearly addressed as noted below:

**ALEDO ISD
CSP – GROUNDS SERVICES**

LOCATION FOR PROPOSAL SUBMISSION:

**Mr. Earl Husfeld
Chief Financial Officer
Aledo Independent School District
1008 Bailey Ranch Road
Aledo, TX 76008**

The District reserves the right to accept or reject any or all proposals and to waive any formalities in order to take the action that it deems to be the most favorable to the District.

Any questions or concerns regarding this proposal shall be directed to Earl Husfeld by email at ehusfeld@aledoisd.org.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. RESPONDENTS ARE INSTRUCTED TO INFORM THEMSELVES FULLY ON INFORMATION CONTAINED IN THIS PACKET.

1. GENERAL SPECIFICATIONS

1.1. Purpose

It is the District's desire to evaluate all possible options for administering and improving the grounds service operations of the District. This RFP is issued for the purpose of negotiating a contract for complete grounds services for the District. In the RFP, the respondent will be referred to as the "Contractor" and the Aledo ISD as the "District".

1.2. Term of Contract

The District desires a three (3) year contract with two (2), one (1) year extensions, at the District's discretion, and in the best interest of the District.

1.3. Scope

The contract requested will cover grounds services for all District facilities. See the attached Grounds Services – Listing of Facility Locations for the District's facility locations.

The Contractor will provide administrative and technical direction for management of grounds services operations that will ensure dependable and efficient performance. This service shall include maintaining grounds in a condition acceptable to the District while meeting its budget expectations.

The District is seeking a "turnkey" proposal. Proposal prices are "turnkey" only and should be all-inclusive.

1.4. Submission Deadline

Sealed proposals will be received until **2:00 PM CST, Friday, March 2, 2018**. Proposals will be received in the Business Office of the District's Administration Building located at **1008 Bailey Ranch Road, Aledo, TX 76008**.

1.5. Contract Start Date

Beginning date of the contract will be negotiated. However, the District desires a start date no later than September 1, 2018.

1.6. Communications

All questions or requests for information regarding this proposal shall be directed to Earl Husfeld by email at ehusfeld@aledoisd.org.

1.7. Proposals

Sealed envelopes containing the Contractor's proposal, the original with one (1) copy, must be marked on the outside of the envelope and addressed as listed below. All proposals must be signed by an authorized representative of the Contractor in spaces provided within this RFP and must be returned within the proposal. **Return this Request for Competitive Sealed Proposal in its entirety. It will be the basis of any agreement between the District and the Contractor.**

**ALEDO ISD
CSP - GROUNDS SERVICES**

LOCATION FOR PROPOSAL SUBMISSION:

**Mr. Earl Husfeld
Chief Financial Officer
Aledo Independent School District
1008 Bailey Ranch Road
Aledo, TX 76008**

1.8. Waiver of Formal Defect

The District may waive any technical or formal defect in any proposal not prepared and submitted in accordance with the provisions herein, and reject any or all proposals. The District will make the award to the Contractor submitting the proposal that is most advantageous to, and in the best interest of, the District.

1.9. Late Proposals

Any proposal received after the time and date specified will not be considered. The District will not accept faxed or emailed proposals.

1.10. Facility Locations

A **mandatory** Pre-Proposal Meeting and Tour of Facility Locations will be held at 1:00 PM, Friday, February 23, 2018 at the Aledo ISD Administration Building, 1008 Bailey Ranch Road, Aledo, Texas 76008. **Proposals from Contractors that do not attend the Pre-Proposal Meeting and Tour of Facility Locations will not be considered.**

1.11. Contract Award

Contract award shall be made to the qualified firm whose proposal is determined to be the most advantageous when taking into consideration the evaluation factors set forth in Section 3 below, including overall long-term value to the District. Negotiations will take place only after a successful bidder is identified by the District. There is no obligation on the part of the District to award a contract. Any contract awarded will be awarded to a single firm.

1.12. Addenda

Any changes to this RFP will be made by addendum and such changes will prevail over previously issued information. Addenda issued will be transmitted to firms on record desiring to participate. Each firm submitting a proposal is responsible for the latest addendum incorporation into their response.

Anyone obtaining RFP documents from a source other than the District must notify the District of a contact name, address, telephone, and email in order to receive any correspondence related to this RFP, including addenda.

2. PROPOSAL REQUIREMENTS

2.1. Contract Term

The successful firm will be awarded a three-year contract. Contractor should bid a total annual cost for each year of the contract term. At the end of the three-year contract, the District may extend the contract for two (2), one (1) year extensions at the District's discretion and in the best interests of the District.

2.2. Additional Fees

The Contractor may request additional fees:

- When the District acquires and assigns to the Contractor grounds at new facilities or additional duties not described in this bid specification.
- To comply with any state or federal legislation that would significantly affect the wage structure, such as federal minimum wage laws, or any other economic exigency that may significantly impact the state or federal economy affecting supplies and other custodial operations.

Any fee increase, or decrease, must be approved by the District in advance. It is stressed the District recognizes these contingencies, yet still expects a "turnkey" proposal.

2.3. Contract Payments

The Contractor will invoice the District once per month with payment due at the end of each month.

2.4. Liability Insurance

Throughout the term of the contract, the Contractor shall carry Commercial General Liability coverage of \$1,000,000 combined single limit policy aggregate. The Certificate of Insurance must be submitted with the proposal. In the event the Contractor fails to maintain and keep in force the insurance coverage required, the District shall have the right to terminate any contract resulting from this RFP.

2.5. Interpretation

Any questions related to the RFP should be directed in writing to Earl Husfeld at ehusfeld@aledoisd.org. The District will provide clarification to specific questions directly to the firm submitting the question, and all other firms if applicable. Only in cases where the District discovers probable cause for all proposing firms to misinterpret the meaning and intent of the document will an addendum be issued. All clarifications and interpretations issued by the District will be final and binding upon the recipient. Cost or problems associated with misinterpretation of the intent of the RFP, or because of failure to receive addenda, will be the responsibility of the proposing firm.

2.6. Qualifications

A contract will only be awarded to a qualified firm with proven capability to provide the full range of services specified. The following information and documentation must be furnished by the Contractor when submitting the proposal.

2.6.1. The name and address of the operating company must be listed. The legal status as a partnership, corporation, or other should be given.

2.6.2. General background and experience of the company.

2.6.3. Number of years in business. The Contractor must show evidence of having operated a grounds services business for a minimum of two (2) consecutive years.

2.6.4. The Contractor must list the total number of current grounds services contracts it has with company/district name, address, contact person, telephone number, and email address along with the length of time employed by each company/school district. Contractor must list not less than two (2) current school district references.

2.7. Felony Notification Document

Contractor must complete the attached Felony Conviction Notification.

2.8. Negotiations

The District may conduct final negotiations, to include any items or costs not reflected in this RFP, only after selecting the successful firm in order to ensure the best overall program design and to achieve the best business arrangement for the parties.

2.9. Background Checks

All employees of the selected firm that are assigned to the grounds services program in the District must undergo a criminal background check, as well as fingerprint checks, according to state requirements prior to beginning work in the District. No employee with a felony conviction, conviction of a sex crime, crime of moral turpitude, or any crime against a child may be assigned to the grounds services program in the District. Records of employee criminal background checks must be made available to the District at any time requested.

2.10. Agreement Not to Hire

The District and the Contractor will agree not to hire each other's management employees without permission.

2.11. Equipment

The Contractor will provide all necessary equipment for the successful completion of the services required in this RFP. Any equipment that requires replacement, or any additional equipment required, will be provided by the Contractor. Cost of equipment

necessary to maintain an acceptable grounds services program should be within the total proposal.

2.12. Termination of Contract

The agreement between the District and the Contractor may be terminated with a thirty (30) day written notice. However, if the reason for termination is due in full, or in part, to the performance of the Contractor, the District shall provide the Contractor with forty-five (45) days to cure such deficiencies to a level that is acceptable to the District.

3. Proposal Evaluation and Criteria

3.1. Proposal Selection

The criteria to be used for the selection of a proposal will be that listed in Education Code, Subchapter B, Section 44.031(b). Except as provided by this Subchapter, in determining to whom to award a contract, the District must consider:

- 3.1.1. the purchase price
- 3.1.2. the reputation of the vendor and of the vendor's goods or services
- 3.1.3. the quality of the vendor's goods and services
- 3.1.4. the extent to which the goods or services meet the District's needs
- 3.1.5. the vendor's past relationship with the District
- 3.1.6. the impact on the ability of the District to comply with laws and rules relating to the historically underutilized businesses
- 3.1.7. the total long-term cost to the District to acquire the vendor's goods or services
- 3.1.8. any other relevant factor specifically listed in the request for bids or proposals

It should be noted the low bid will not necessarily be selected. The District will use these criteria to award a proposal in the best interest of the District. The District reserves the right to reject any or all bids or any part of any bid.

3.2. Performance Review

The District desires a successful relationship with the Contractor to ensure a quality grounds services program. To achieve this goal, the District will require availability of the Contractor's manager for monitoring and supervision of grounds operations. The District's personnel will inspect school premises from time to time to determine the premises are maintained in a satisfactory condition.

4. Grounds Services Specifications

4.1. General

The Contractor shall provide a manager to supervise the services provided to the District. The Contractor's ownership will provide additional support. As listed below, Contractor shall provide a cell phone number to Contractor management personnel to ensure immediate response to the District's administration.

4.2. Uniforms

The Contractor will provide a means of identification for all Contractor personnel assigned to District premises.

4.3. Personnel

All grounds maintenance workers will be employed by the Contractor. Contractor will pay all wages, taxes, insurance, workers' compensation, and benefits for these workers.

4.4. Equipment and Supplies

4.4.1. Contractor will furnish all equipment and supplies necessary to perform the required grounds maintenance services. Anticipated equipment to be needed is the following:

4.4.1.1. Reel mower(s) for mowing the Aledo High School football practice fields and baseball/softball fields/complex.

4.4.1.2. Finish mower(s) for mowing the areas around the stadiums and buildings.

4.4.1.3. All miscellaneous equipment such as small mowers, hedge and tree trimmers, blowers, bed cultivators, sprayers, weed trimmers, and any necessary hand tools.

4.4.1.4. Access to a tractor and brush hog, if applicable.

4.4.2. Contractor will maintain all equipment in good working conditions. All blades on mowers shall be kept sharp and in proper working condition. All fuel and repairs/maintenance to equipment shall be made at Contractor's expense.

4.4.3. Contractor will supply all herbicides and pre-emergence for weed control. Contractor will be responsible for application of these items under the supervision of a licensed Maintenance Department employee of the District.

4.4.4. The District will supply all fertilizer required for all athletic fields. Contractor's athletic department worker will be responsible for the application of the fertilizer on athletic fields. Contractor shall not spray or apply any chemical without authorization from the District. All state and local laws must be strictly observed.

5. Frequencies and Duties

5.1. General

All mowing of District grounds shall only be done when no children are present, either during school hours or after school hours. Mowing of out-of-the-way areas, such as athletic fields and large vacant fields, may be done during school hours as long as no children are present. Contractor shall not mow any areas that will disrupt, or conflict with, school activities.

5.2. Scope of Work

5.2.1. Finishing mowers shall be used on immediate grounds around each District campus/facility.

5.2.2. Reel mowers and finishing mowers shall be used on all athletic fields.

5.2.3. All large perimeter areas may be cut with a tractor/brush hog.

5.2.4. Contractor shall edge/weed eat and sweep/blow all sidewalks and entrances after each mowing.

5.3. Grounds Services Frequencies

5.3.1. Each district campus/facility shall be mowed/manicured at least one (1) time per week during the growing season, generally March through October. During the non-growing season, generally November through February, each campus/facility shall be mowed/manicured as necessary to look neat and groomed.

5.3.2. Aledo High School football practice fields shall be mowed/manicured three (3) times per week during this sport's season. During this sport's offseason, Aledo High School football practice fields shall be mowed/manicured two (2) times per week. The frequencies stated in this section may be modified at the discretion of the District's Athletic Director.

5.3.3. Due to annual over-seeding, the Aledo High School baseball/softball fields shall be mowed/manicured two (2) times per week year round. During the baseball/softball sports' seasons, Aledo High School baseball/softball fields shall be mowed/manicured three (3) times per week. The frequencies stated in this section may be modified at the discretion of the District's Athletic Director.

5.3.4. During the growing season stated above in Section 5.3.1, the flowerbeds, shrubs, crepe myrtle trees, etc. at each district campus/facility shall be weeded, cleaned, and/or trimmed at least one (1) time per month. During the non-growing season stated above in Section 5.3.1, the flowerbeds, shrubs, crepe myrtle trees, etc. at each district campus/facility shall be weeded, cleaned, and/or trimmed as necessary to look neat and groomed.

- 5.3.5. Perimeter areas of each campus/facility and outlying fields shall be mowed one (1) time each month.
- 5.3.6. Any additional mowing/grounds work requested by the District not covered by the frequencies stated in Section 5.3 will be performed at an additional cost to the District that is negotiated with the Contractor prior to performance of the additional work.

Aledo Independent School District				
Grounds Services - Listing of Facility Locations				
Facility Name	Facility Address			
Aledo High School	1000 Bailey Ranch Road	Aledo	Texas	76008
Daniel Ninth Grade Campus (including detention pond area)	990 Bailey Ranch Road	Aledo	Texas	76008
Aledo ISD Administration Building	1008 Bailey Ranch Road	Aledo	Texas	76008
Aledo ISD Learning Center	1016 Bailey Ranch Road	Aledo	Texas	76008
Coder Elementary School	12 Vernon Road	Aledo	Texas	76008
Maintenance Auxiliary Buildings (including area north of facility)	17 Vernon Road	Aledo	Texas	76008
Technology & Security Building	117 Vernon Road	Aledo	Texas	76008
Auxiliary Services/North Transportation Building	1 Dean Road	Aledo	Texas	76008
Vandagriff Elementary School	408 FM 1187 South	Aledo	Texas	76008
Aledo Middle School	416 FM 1187 South	Aledo	Texas	76008
McAnally Intermediate School (including area south/east of Bearcat Park)	151 FM 5 South	Aledo	Texas	76008
South Transportation Buildings	126 FM 1187 East	Aledo	Texas	76008
Stuard Elementary School (including areas north, south, & west of facility)	200 Thunderhead Lane	Aledo	Texas	76008
McCall Elementary School	400 Scenic Trail	Willow Park	Texas	76087
Walsh Elementary School	14113 Walsh Avenue	Fort Worth	Texas	76008

Competitive Sealed Proposal Response Sheet

Aledo ISD:

I have received a Request for Competitive Sealed Proposals as prepared by the Aledo ISD for District Grounds Services. I agree and submit all documents as required by the CSP and its specifications and our company submits the following cost information for your complete grounds services.

Cost Breakdown of Vendor's Proposal:

Fiscal Year	Annual Cost - Mowing, Edging, etc.	Annual Cost - Flower Beds, Shrubs, etc.
09/01/2018 through 08/31/2019	\$264,000	\$30,000
09/01/2019 through 08/31/2020	\$264,000	\$30,000
09/01/2020 through 08/31/2021	\$277,200 5% ^	\$31,500 5% ^ Year 3

I have attached all pages of this Competitive Sealed Proposal, completed all required areas, signed all designated areas, and enclosed all required documents. This total Competitive Sealed Proposal will become the basis of any agreement between the District and the Contractor.

Company Ronnie Walters Lawn Care, LLC

Address 375 Briarwood Ln

City, State Aledo, TX Zip Code 76008

Telephone Number 817-988-5774 Fax Number _____

Authorized Representative Ronnie Walters

Please Type or Print Name

Title/Position Owner

Authorized Signature Ronnie Walters

Please give name, address, telephone number, and email of local sales representative:

Brett Walters 817-269-9134 brettwalters9@aol.com

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ronnie & Marcia Walters	
	2 Business name/disregarded entity name, if different from above Ronnie Walters Lawn Care, LLC	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. 375 Briarwood Ln	Requester's name and address (optional)
6 City, state, and ZIP code Aledo, TX 76008		
7 Last account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
4	6	3	-	9	0	-	6	5	3	9
or										
Employer identification number										
			-							

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person

Ronnie Walters

Date

3-2-18

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

OFFICE USE ONLY

Date Received

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

N/A

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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

N/A

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☒ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

N/A

7 Ronnie Waites
Signature of vendor doing business with the governmental entity

3-2-18
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**ALEDO INDEPENDENT SCHOOL DISTRICT
FELONY CONVICTION NOTIFICATION**

The Texas Education Code, Section 44.034(a), Notification of Criminal History, states a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of the felony.

Furthermore, Section 44.034(b) states a school district may terminate a contract with a person or business entity if the district determines 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.

Lastly, Section 44.034 (c) states this section does not apply to a publicly held corporation.

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

Name: _____
Description of conduct resulting in a felony: _____

Name: _____
Description of conduct resulting in a felony: _____

Name: _____
Description of conduct resulting in a felony: _____

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

Company's Name: Ronnie Walters Lawn Care, LLC

Authorized Company Official's Name: Ronnie Walters

Authorized Company Official's Title: Owner

Ronnie Walters
Authorized Company Official's Signature

3-2-18
Date

**ALEDO INDEPENDENT SCHOOL DISTRICT
NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the undersigned certifies the following:

1. This bid or proposal has been independently arrived at without collusion with any other vendor/bidder or with any other competitor.
2. This bid or proposal has not been knowingly disclosed, and will not be knowingly disclosed, to any other bidder, competitor, or potential competitor prior to the opening of bids or proposals for this project.
3. No attempt has been, or will be made, to induce any other person, partnership, or corporation to submit, or not to submit, a bid or proposal.
4. The person signing this bid or proposal certifies he/she has fully informed himself/herself regarding the accuracy of the statements contained in this certification under the penalties being applicable to the bidder as well as to the person signing in its behalf.
5. THE FAILURE TO SIGN THIS CERTIFICATE MAY BE CAUSE FOR YOUR BID OR PROPOSAL TO BE REJECTED.

Company's Name: Ronnie Walters Lawn Care, LLC

Authorized Company Official's Name: Ronnie Walters

Authorized Company Official's Title: Owner

Ronnie Walters
Authorized Company Official's Signature

3-2-18
Date

**ALEDO INDEPENDENT SCHOOL DISTRICT
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Aledo Independent School District (District) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification, "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification, the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the District may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the District, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? YES ☒ NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government or District may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
FOR COVERED CONTRACTS AND GRANTS**

Indicate which statement applies to the covered potential contractor/grantee:

- X The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
- The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor/Grantee Ronnie Walters Lawn Care, LLC

Vendor ID No./Federal Employer's ID No. 75-177-8728

RONNIE WALTERS
Signature of Authorized Representative

Ronnie Walters

Printed/Typed Name of Authorized Representative

3-2-18
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor/grantee is providing the certification set out below.
2. The inability of a contractor/grantee to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor/grantee shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor/grantee to furnish a certification or an explanation shall disqualify such contractor/grantee from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the District may terminate this transaction for cause or default.
4. The prospective contractor/grantee shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor/grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contractor/grantee agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective contractor/grantee further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the District may terminate this transaction for cause or default.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
2/27/2018

PRODUCER BRUNSON INSURANCE AGENCY 2120 Ridgmar Blvd, Ste 203A Fort Worth, TX 76116 (817)297-0261		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED RONNIE WALTERS LAWN CARE, LLC - P O BOX 1491 ALEDO, TX. 76008		INSURERS AFFORDING COVERAGE	
		INSURER A: WESTERN WORLD INSURANCE CO.	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	NPP8438538	9-20-17	9-20-18	EACH OCCURRENCE \$500,000
	FIRE DAMAGE (Any one fire) \$100,000				
	MED EXP (Any one person) \$5000				
	PERSONAL & ADV INJURY \$500,000				
	GENERAL AGGREGATE \$1,000,000				
	PRODUCTS - COMP/OP AGG \$				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY: EA ACC \$				
	AGG \$				
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
	AGGREGATE \$				
	\$				
	\$				
	\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$				
	E.L. DISEASE - EA EMPLOYEE \$				
	E.L. DISEASE - POLICY LIMIT \$				
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER ALEDO ISD 1008 BAILEY RANCH RD. ALEDO, TX. 76008	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Ronna Brunson</i>
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REFERENCES

Mr. Randy Campbell, Aledo I.S.D. Maintenance Director
(817) 441-5152, rcampbell@aledoisd.org

Mr. Leonard Torres
(817) 889-0177, rtorres@wc.edu

Mr. Steve Bartley, President, Ciera Bank
(817) 441-5200, (817) 874-5251

Mr. Steve Wood, Head Football Coach, Aledo High School
(817) 441-8711, swood@aledoisd.org

Mr. Dan Peterson, Principal, Aledo High School
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