

GENERAL CONDITIONS

1. Bids shall be completed on the forms provided. All prices must be typed or written in ink. Bids written in pencil will not be accepted. Each bid shall be placed in a separate envelope, sealed and properly identified with the bid title and the time and date to be opened as shown in the "Notice to Bidders". Please note that the words "proposal" and "bid" may be used interchangeably throughout this packet but shall have the same meaning. The words "bidder" and "vendor" may also be used interchangeably.
2. Bids must be received in the Lewisville Independent School District Purchasing Department office **before the hour and date specified**. **DO NOT FAX YOUR BID!** The Lewisville Independent School District may also be referred to herein as Lewisville ISD, LISD, District or School District.

If due to inclement weather, natural disaster, or for any other cause the District office location where bids/proposals are to be submitted is closed on the due date, the deadline for submission shall automatically be extended until the next District business day on which the office is open, unless the bidder is otherwise notified by the District. The time of day for submission shall remain the same.

3. Prices bid should be F.O.B. destination, inside delivery. All freight charges must be included in your bid pricing. If otherwise, state on Deviation/Compliance Signature form.
4. Delivery shall be made during normal school hours unless prior approval has been obtained from authorized District personnel.
5. All items bid must be new, unused, and in first-class condition, packaged in containers suitable for shipment and storage. If otherwise, state on Deviation/Compliance Signature form.

All electrical items must meet all applicable OSHA standards and regulations, and must bear the appropriate listing from US, FMRC, NEMA, or U L Laboratories.

Materials Safety Data Sheets (MSDS) on chemicals or any other products customarily requiring MSDS Sheets must be provided for each ordering department. MSDS Sheets must be delivered along with the shipment within the contract period. Additional MSDS Sheets must be provided in a timely manner at no charge upon request to the District.

6. Installation: The successful bidder shall provide the following services on the items bid at no additional cost to the District. If otherwise, state on Deviation/Compliance Signature form.
 - a. Provide transportation of items to the facility.
 - b. Place the items in the proper location within the facility.
 - c. Uncrate and completely assemble (if otherwise, state on Deviation/Compliance Signature form).
 - d. Provide adjustment by a trained installation mechanic.
 - e. Remove all debris from site.

7. The District is exempt from Federal Excise Tax State and City Sales Tax. Do not include Federal Excise Tax, State or City Sales Tax in your bid totals. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards. LISD will furnish the tax exemption certificate, if required.

8. Any catalog, brand name, or manufacturer's reference used in the bid is **descriptive and not restrictive** and is intended to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, bid must show manufacturer, brand, model, etc. of item being offered. If other than brand(s) specified is offered, complete descriptive information of each article being bid should be included with the bid. If bidder takes no exception to the specification of referenced data, he will be required to furnish brand names, models, etc. as specified.

9. Samples, when requested, must be furnished at no cost to the District. Each sample, when requested, should be clearly marked with bidder's name and item number on the bid. **DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.**

10. Lewisville Independent School District reserves the right to accept or reject any or all proposals, accept or reject any part of any bid, waive minor technicalities and to accept the bid or bids that are determined to be the best value for the District.

11. The District reserves the right to purchase or lease-purchase additional articles as listed on this bid subject to verification of the same or lower prices and conditions on bid.
12. All items and services being bid must conform to all appropriate local, state, and federal laws, ordinances, and regulations as well as LISD Board policies.
13. IT IS TO BE UNDERSTOOD THAT THE BIDDER, IF AWARDED AN ORDER OR CONTRACT, AGREES TO PROTECT, DEFEND, AND HOLD HARMLESS THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FROM ANY SUITS OR DEMANDS FOR PAYMENT THAT MAY BE BROUGHT AGAINST LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FOR THE USE OF ANY PATENTED MATERIAL, PROCESS, ARTICLE, OR DEVICE THAT MAY ENTER INTO THE MANUFACTURE AND/OR CONSTRUCTION OR FROM A PART OF THE WORK COVERED BY EITHER ORDER OR CONTRACT AND, BIDDER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT AND ITS OFFICIALS AND EMPLOYEES FROM SUITS OR ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST IT FOR, OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PARTY OR PARTIES BY, OR FOR ANY OF THE ACTS OF THE BIDDER, HIS EMPLOYEES, SERVANTS OR AGENTS.
14. It is **not** the policy of the District to purchase on the basis of low price alone. In evaluating bids submitted and per the Texas Education Code §44.031(b), the following considerations shall be taken into account to determine the best value for the District.
 - a. the purchase price;
 - b. the reputation of the vendor and of the vendor's goods or services;
 - c. the quality of the vendor's goods or services;
 - d. the extent to which the goods or services meet the district's needs;
 - e. the vendor's past relationship with the district;
 - f. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
 - g. the total long-term cost to the district to acquire the vendor's goods or services;
 - h. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state; and
 - i. any other relevant factor specifically listed in the request for bids and proposals.
15. Contact between bidders and LISD personnel or officials during the proposal process or evaluation process is prohibited. Any attempt by bidders during the proposal process to contact LISD personnel or officials may result in disqualification. All communications shall go through the LISD Purchasing Department during this competitive process.
16. Any contract awarded will be done in the best interest of Lewisville Independent School District. Additional information regarding contract award may be found in Specific Terms and Conditions Item #1.
17. Any and all protest s regarding LISD bidding procedures will be governed by the "Lewisville Independent School District Procedure for Protests".
18. The Lewisville Independent School District shall not be liable for non-funding of a contract.
19. Bidders not responding appropriately to Bid Requests or Requests for Proposals will be deleted from LISD's vendor list and will not be reinstated unless specifically requested by the bidder and approved by LISD.
20. All bidders must execute the "Affidavit of Non-Collusion", "Felony Conviction Notification", "Bidder's Certificate", "Debarment or Suspension Certification Form", "Certification Regarding Lobbying", "Clean Air & Water Act Form", "Conflict of Interest Questionnaire", "W-9 Form", "Certificate of Interested Parties", "EPCNT Interlocal Agreement Clause", and "Deviation/Compliance Signature Form", or "No Bid Notification" enclosed herein for this bid to be considered. The name of the company representative on these forms should be the same, and must be an individual in a position with actual authority to bind the company submitting the bid.

21. Bid results and recommendations will be presented to the Lewisville Independent School District Board of Trustees for approval at the earliest reasonable opportunity following the bid/proposal opening if \$20,000 or greater.
22. It is the policy of the Lewisville Independent School District not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.
23. The bidder shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without prior written consent from the District. Any such consent shall not relieve the bidder of liability in the event of default by the assignee.
24. Awarded contracts may or may not be exclusive and may be awarded to multiple bidders. The District may also issue multiple bids or requests for proposals at a later date in order to seek additional bidders for the same time period, in the best interest of the District. If needed, the District may also utilize federal and state contracts, interlocal cooperative contracts or any legal procurement method to procure the same or similar products and services.
25. **CERTIFICATION:** By signing this proposal the bidder certifies and warrants that:
 - a. The bidder has not paid, or agreed to pay, any person or entity, other than bidder's bona fide employees, a fee, percentage, commission or brokerage resulting from the award of any contract resulting from this bid. For breach or violation of this warranty, LISD shall have the right in addition to any other right or rights to cancel a resulting contract without liability and to deduct or otherwise recover the full amount of such fee, percentage, commission or brokerage.
 - b. The prices in this bid have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other bidder or potential bidder.
26. **ERRORS OR OMISSIONS:** The District is not responsible for any bidder's errors or omissions.
27. **CONFIDENTIAL INFORMATION:** If a bidder believes that a bid, proposal, offer, or specification contains information that should be withheld from public disclosure, a conspicuous statement advising LISD of the alleged confidentiality must be attached and noted on page one and on each and every page believed to contain confidential information. The District is bound by the Texas Public Information Act and shall in no event be liable to any bidder for release of information in accordance with the Texas Public Information Act.
28. **ADDENDUM:** In the event that any changes to this Bid Document occur subsequent to the mailing or other delivery of the original Bid Document, the changes or corrections will be made by addendum. **It is your responsibility to obtain any addenda that pertains to this Bid Document.** LISD is no longer mailing the specifications or addenda.

STANDARD TERMS AND CONDITIONS

1. **CONTRACT AND PURCHASE ORDERS:** Submitting a response to this Bid Document is an offer by bidder to contract with the Lewisville Independent School District based upon the Specifications and the Standard Terms and Conditions and other information contained in this Bid Document. A proposal or bid does not become a contract with LISD unless and until the offer is accepted by the LISD (including approval by the LISD Board of Trustees if necessary) through (a) an Award Letter sent to the bidder and put into effect by the issuance of a LISD Purchase Order(s) signed by an authorized representative of the LISD Purchasing Department; or (b) execution of a separate contract after acceptance by the LISD (including approval by the LISD Board of Trustees if necessary). If LISD and bidder enter into a contract by one of the methods discussed above, the following standard terms and conditions shall apply. If LISD and bidder do not enter into a contract as discussed above, these Standard Terms and Conditions shall not apply.

This contract shall collectively include (1) a separate written contract, if applicable, (2) the Specific Terms and Conditions and the Specifications included in the Request for Proposals and any subsequent addenda thereto, (3) the bidder's signed Notice to Bidders and any other information included with the Request for Proposals, (4) the bidder's entire response to the Request for Proposals, (5) the bidder's Award Letter, if applicable, (6) and any additional terms, conditions, or instructions contained in each individual Purchase Order, if applicable. The contract shall be interpreted by and governed under the law of the State of Texas and venue for any disputes shall be in Denton County.

2. **CONTRACT MODIFICATION:** No modification of this contract shall bind LISD unless a written contract amendment is executed by LISD and bidder.
3. If applicable, pricing and service modifications may be required in contract renewals to best fit the needs of LISD.
4. **PACKING AND SHIPPING:** (If applicable) vendor shall be responsible for industry standard packing which conforms to requirements of carrier's tariffs and ICC regulations. Containers must be clearly marked as to the purchase order number. All shipments are to be F.O.B. destination, freight prepaid, to Lewisville Independent School District at the specific address on the purchase order. Delivery shall be made during normal working hours only, 8:00am to 3:00pm, unless approval for late delivery has been obtained.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** (If applicable) every tender of goods must fully comply with all the provisions of this contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach and vendor shall not have the right to substitute a conforming tender.
6. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** (If applicable) each installment or lot of this contract is dependent on every other installment or lot and delivery of non-conforming goods/services or a default of any nature under one installment or lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.
7. **GRATUITIES:** LISD may, by written notice to the bidder, cancel this contract without liability to LISD if it is determined by LISD that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the bidder, or any agent, or representative of the bidder, to any officer or employee of the Lewisville Independent School District with a view toward securing a contract or an order or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract or order. In the event this contract is canceled by LISD pursuant to this provision, LISD shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the bidder in providing such gratuities.
8. **WARRANTIES:** (If applicable) vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings, and samples), and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by buyer shall not alter or affect the obligations of vendor or the right of buyer under the foregoing warranties.
9. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by bidder without the written permission of LISD, and no delegation of any duty of bidder shall be made without written permission of LISD. Any attempted assignment or delegation by bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

10. ASSIGNMENT-CLAIMS: Bidder and the Lewisville Independent School District recognize that in actual economic practice overcharges resulting from anti-trust violations are borne by LISD. Therefore, bidder hereby assigns to the District the right to pursue any and all claims for such overcharges.
11. ADVERTISING: If awarded the contract, bidder shall not advertise or publish, without LISD's prior written consent, the fact that LISD has entered into this contract, except to the extent necessary to comply with proper requests for information as required by law.
12. TITLE AND RISK OF LOSS: (If applicable) the title and risk of loss of the goods shall not pass to the District until the District actually receives the goods at the point of delivery.
13. INSPECTION: (If applicable) all goods are subject to final inspection and acceptable by the District. Material/services failing to meet the requirements of this contract will be held at vendor's risk and may be returned to vendor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the vendor.
14. LIENS: All goods delivered and labor performed under this contract shall be free of all liens, and if the District requests, a formal release of all liens will be delivered to the District.
15. INDEMNIFY: BIDDER AGREES TO INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM ANY DAMAGE OR EXPENSE WHATSOEVER RESULTING TO THE DISTRICT FROM ANY AND ALL CLAIMS AND DEMANDS ON ACCOUNT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT IN CONNECTION WITH THE MANUFACTURE OF USE OF ANY PRODUCT INCLUDED IN THIS CONTRACT. UPON WRITTEN REQUESTS VENDOR WILL DEFEND, AT ITS OWN COST AND EXPENSE, ANY LEGAL ACTION OR SUIT AGAINST THE DISTRICT INVOLVING ANY SUCH ALLEGED PATENT INFRINGEMENT, AND WILL PAY AND SATISFY ANY AND ALL JUDGEMENTS OR DECREES RENDERED IN ANY SUCH LEGAL ACTIONS OR SUITS. BIDDER WILL INDEMNIFY LEWISVILLE INDEPENDENT SCHOOL DISTRICT AGAINST ALL CLAIMS FOR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM DEFECTS IN MATERIALS OR WORKMANSHIP.
16. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by Lewisville Independent School District policies and LISD and bidder shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State or School District. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. This contract shall be governed by the laws of the State of Texas, and disputes pertaining to this contract may be brought only in the courts of the State of Texas in Denton County.
17. CONFLICT OF INTEREST: This contract is subject to cancellation by LISD if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Lewisville Independent School District, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. FORCE MAJEURE: Neither party shall be held responsible for losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by a cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
19. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of his/her intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
20. INTERPRETATION-PAROLE EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

21. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal laws and Texas laws and regulations and is subject to termination by the Lewisville Independent School District, including termination for non-availability of funding and for prepayment, without penalty.
22. CHOICE OF LAW: The parties hereby agree that this contract was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.
23. INFRINGEMENT: Bidder agrees to protect and defend Lewisville Independent School District from claims involving infringement.
24. SPECIFICATIONS: Specifications define the minimum acceptable standard.
25. REMEDIES FOR NON-PERFORMANCE OF CONTRACT AND TERMINATION OF CONTRACT FOR CAUSE: If the bidder cannot comply with the terms and conditions in fulfilling its contract as anticipated, the bidder must supply the same products or services contracted from other sources at the contract price. The bidder's refusal or delay in satisfying this provision will constitute a material breach of contract, whereupon the LISD may terminate the contract for cause as provided herein.

If any delay or failure of performance is caused by a Force Majeure event as described in Section 10 of these Standard Terms and Conditions, the LISD may, in its sole discretion, terminate this contract in whole or part.

Except as otherwise provided herein, this contract may be terminated for cause in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination for cause may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate for cause, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to such termination.

Valid causes for termination of this contract will include, but are not limited to:

- (a) The bidder's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions contained in this Request for Proposals.
 - (b) The bidder delivering any product(s) that fails to meet the Specifications relating to the awarded product(s).
 - (c) The bidder delivering any substitution(s) of product(s) different than those originally bid and awarded without the prior written approval of LISD.
 - (d) Bidder's noncompliance with any additional terms, conditions, or instructions contained in a separate contract or contained in any individual Purchase Order issued by the LISD.
26. ORDER OF PRECEDENCE: In the event of conflict between documents, the following order of precedence shall prevail: 1) terms and conditions set forth in a separate written contract by LISD, if applicable, 2) the Standard Terms and Conditions contained herein, 3) provisions set forth in the specifications as well as any addenda thereto, 4) any other terms, conditions, or instructions contained in each individual purchase order, if applicable, 5) the general bidding instructions to bidders, including the General Conditions; and 6) bidder's response to the Bid.
 27. EXTENSION/NON-APPROPRIATIONS CLAUSE: This contract shall be as listed in the Specific Terms and Conditions, #2, provided however, at the sole option of the District, upon the District giving bidder written notice of the intention to renew not later than the expiration of the then current term, provided that at the time the District gives written notice of renewal the bidder is not in default and the contract has not been terminated.

If the bidder does not intend to renew the contract, bidder shall provide the District with written notice via certified mail (return receipt requested) at least ninety (90) days prior to the expiration of the then current term.

Negotiations for additional terms and price restructuring shall be completed no later than thirty (30) days prior to renewal date unless approved by the District. Price negotiations may be negotiated to prices below the current prices.

The District has the right to terminate this contract for convenience, without penalty, following delivery of written notice to the bidder with fifteen (15) days notification.

INSURANCE: Copies of the successful vendor's liability insurance and workman's compensation certificates are required. This certificate does not amend, extend or alter the minimum coverage afforded by the policies below and required of the vendor.

Insurance Requirements:

Limits:

A.	General Liability Products - Comp/or Aggregate Commercial General Liability Claims Made/Occur. Owner's Contractor's Prot. Med. Expense (Any one person)	General Aggregate Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 1,000,000 \$ 50,000 \$ 5,000
B.	Umbrella form - Excess liability State the limits that your company carries. _____.		
C.	Worker's Compensation and Employer's Liability Disease-Each employee	Statutory Each Accident Disease-Policy Limit	\$ 500,000 \$ 500,000 \$ 500,000

****You are required to submit a certificate of insurance for the above insurance requirements with your bid with at least the minimum coverages listed above.****

The insurance requirements, as listed above also apply to any sub-contractor(s) in the event that any work is sublet. The contractor is responsible to insure that the sub-contractor(s) meets the minimum insurance requirement limits as by law.

****Items #1, 2, 3, 4 (below) shall be required of the successful vendor(s) only.****

- 1) Should any of the above described policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, Lewisville I.S.D.
- 2) The vendor shall agree to waive all right of subrogation against LISD, its officials, employees and volunteers for losses arising from work performed by vendor for the District.
- 3) THE VENDOR SHALL HOLD LISD HARMLESS FROM AND INDEMNIFY LISD AGAINST ALL LIABILITY, INCLUDING ATTORNEY'S FEES, WHICH MAY ARISE FROM AND ACCRUE DIRECTLY FROM THE PERFORMANCE OF THE WORK OR ANY OBLIGATION OF VENDOR OR FAILURE OF VENDOR TO PERFORM ANY WORK OR OBLIGATION PROVIDED FOR IN THE CONTRACT.
- 4) The select bidder will be required to supply an insurance certificate naming Lewisville Independent School District as an additional insured.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

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.)

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

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.

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.

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).

7

Signature of vendor doing business with the governmental entity

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.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	City, state, and ZIP code		
	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

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

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions box*, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.
 If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

² Circle the minor's name and furnish the minor's SSN.

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

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

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FORM I

Information regarding the necessity and completion of this form may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm .

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																																											
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																																											
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Sample form to be generated after the online registration has been completed.																																											
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																													
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.																																													
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5 Check only if there is NO interested Party. <input type="checkbox"/>																																													
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																																													
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ADD ADDITIONAL PAGES AS NECESSARY																																													

TOXIC CONTROL AFFIDAVIT

Lewisville Independent School District has established Management Plans for ensuring a high level of environmental air quality through its Facility Services Department. All vendors performing projects for LISD must familiarize themselves with these Management Plans and comply prior to the beginning of any awarded maintenance project. LISD employees are available to review such Plans and assist in interpretation and understanding its Asbestos Management Plans at any time prior to beginning the project.

Certification of non-use of Asbestos and Lead Containing Materials is required by all vendors for all maintenance projects, by State and Federal regulations which LISD is subject to. Completion of this Affidavit is mandatory before final payment on a project will be made. Complete this certificate, have it notarized and submit it with your application for final payment, certifying that no materials used in conjunction with this project contain asbestos or lead in any form and that all Material Safety Data Sheets (MSDS) have been supplied to LISD before submitting application for final payment.

ASBESTOS AND LEAD-FREE MATERIALS

I, the undersigned agent for the company/firm or individual named below, certify that materials supplied by me and used in conjunction with this project contained neither Asbestos nor Lead and are non-toxic in nature. I further certify this statement to be true for the project contracted with LISD as described below:

Project No. _____ School/Facility: _____

Description of project, including specific areas within school/facility certified as Asbestos/Lead free. Include building map, if necessary. Use facility name and room numbers where applicable: _____

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME: _____
(PRINTED OR TYPED)

The claim contained within this affidavit is subscribed and sworn before me, a Notary Public, this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

Notary Seal

THIS COMPLETED FORM MUST BE RETURNED WITH BID PROPOSAL.