

LEWISVILLE INDEPENDENT SCHOOL DISTRICT
CSB #2683-20 – SALE OF LEWISVILLE ISD SURPLUS PROPERTIES –
FM2499/SPINKS ROAD AND WAGER ROAD

Checklist for Individual or Multi Property Bid

- CSB #2683-20 Sale of Lewisville ISD Surplus Properties**
- Sealed Bid Form – (verify correct property address) (3 pages plus Exhibits A and B)**
 - Fill-in the bid amount.
 - Sign and date (please fill-in all contact information).
 - Exhibit B – Contract of Sale **(this is your offer)**
 - Fill-in all blanks, please do not sign the Contract of Sale, the awarded bidder will be required to execute a Contract of Sale within fifteen (15) days of the bid award (if any).
- Certificate of Interested Parties – Form 1295 (complete online and print certificate)**
 - Please complete this form online using the URL highlighted at the top of the “EXAMPLE ONLY” Form 1295 provided. You will need to set up an account to log-in to the Texas Ethics Commission website in order to complete the online form and receive your certificate. This certificate will need to be provided with your bid.
 - Use **CSB #2683-20** as the Solicitation/Contract ID Number.
- Conflict of Interest Questionnaire – FORM CIQ (2 pages)**
 - Complete, sign and date.
- Form B – Felony Conviction Notification (1 page)**
 - Complete, sign and date.
- Lewisville ISD W-9**
 - Lewisville ISD W-9 provided to bidders if needed.

CONTINUE TO CHECK ONLINE FOR ADDITIONAL ADDENDA, WHICH MAY BE POSTED UP UNTIL THE BID DEADLINE.

- Bid submission check of five-thousand dollars (\$5,000.00), or more, per property. If you are making two bids on the same property, such as “as-is” and “as-entitled” bids you will submit one (1) option fee check for the property on which you are bidding.**
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Procurement and Contracts

**CSB #2683-20 - SALE OF LEWISVILLE ISD SURPLUS PROPERTIES –
FM2499/SPINKS ROAD AND WAGER ROAD**

PURSUANT TO SECTION 11.154 OF THE TEXAS EDUCATION CODE, THE BOARD OF TRUSTEES OF THE LEWISVILLE INDEPENDENT SCHOOL DISTRICT (“LEWISVILLE ISD” OR THE “DISTRICT”) IS SOLICITING COMPETITIVE SEALED BIDS FOR THE PURCHASE OF THE SURFACE ESTATE ONLY OF THE FOLLOWING REAL PROPERTY. THE SALE OF THE PROPERTY DOES NOT INCLUDE THE MINERAL ESTATE.

1. **1330 LONG PRAIRIE ROAD, FLOWER MOUND, TX 75022**
Consisting of ±79.62 Acres of Land in Flower Mound, Denton County, Texas.
2. **3227 WAGER ROAD, FLOWER MOUND, TX 75028** Consisting of ±22.739 Acres of Land in Flower Mound, Denton County, Texas.

THE LISTED PROPERTY SHALL BE SOLD “AS IS, WHERE IS, WITH ALL LATENT AND PATENT DEFECTS AND FAULTS.” THERE IS NO WARRANTY OF ANY KIND BY THE DISTRICT, INCLUDING THAT ANY PROPERTY IS FIT FOR A PARTICULAR PURPOSE. THE PROPERTY MAY OR MAY NOT CONTAIN ENVIRONMENTAL CONDITIONS. THE PURCHASER SHALL BE REQUIRED TO ASSUME ALL DUTIES, COSTS, AND RISKS OF ABATEMENT OF SUCH CONDITIONS, IF ANY. THE PROPERTY IS BEING SOLD SUBJECT TO THE EXCLUSIONS, EXCEPTIONS, CONDITIONS AND STIPULATIONS OF RECORD.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO PURCHASE THE PROPERTY BY PAYMENT IN FULL IN CASH OR BY CASHIER’S CHECK AT THE TIME OF CLOSING.

THE DEADLINE FOR SUBMITTING SEALED BIDS AND REQUIRED SUBMISSION FEE IS 2:00 P.M. (CT) ON FRIDAY, OCTOBER 30, 2020. BIDS WILL BE RECEIVED ELECTRONICALLY AT <https://www.lisd.net/Page/1609> OR IN HARD COPY AT LEWISVILLE INDEPENDENT SCHOOL DISTRICT ADMINISTRATIVE CENTER, 1565-A WEST MAIN STREET, SUITE 220, LEWISVILLE, TEXAS 75067. BIDS RECEIVED AFTER THE DEADLINE, OR WITHOUT THE REQUIRED SUBMISSION FEE, SHALL NOT BE CONSIDERED.

THE BID PACKAGE IS ENCLOSED. FOR ADDITIONAL INFORMATION VISIT www.lisd-property-portfolio.com. INTERESTED PARTIES MAY CONTACT MAUREEN KELLY COOPER WITH CUSHMAN AND WAKEFIELD AT (972) 663-9619, CHRIS HARDEN WITH CUSHMAN AND WAKEFIELD AT (972) 663-9680, OR CRAIG MARTIN, LEWISVILLE ISD EXECUTIVE DIRECTOR OF PROCUREMENT AND CONTRACTS AT (972) 350-4797.

ALL BIDDERS MUST COMPLY WITH THE BID SPECIFICATIONS. BIDS MUST BE SUBMITTED EITHER IN ELECTRONIC FORM VIA THE DISTRICT’S WEBSITE, AS LISTED ABOVE, OR IN HARD COPY AT THE ADDRESS ABOVE. HARD COPY SUBMITTAL SHALL INCLUDE TWO (2) FLASH DRIVES WITH ELECTRONIC BID RESPONSES IN AN OPTICAL CHARACTER RECOGNITION (OCR) PORTABLE DOCUMENT FORMAT (PDF). BID RESPONSES NOT MADE AS SET FORTH IN THE BID PACKAGE, OF WHICH SHALL INCLUDE THE SUBMISSION FEE, MAY BE DEEMED NON-RESPONSIVE AND, THEREFORE, MAY NOT BE CONSIDERED BY THE DISTRICT.

ALL BIDDERS MUST COMPLETE AND SUBMIT ALL BID FORMS, WHICH INCLUDE BUT ARE NOT LIMITED TO: SEALED BID FORM, CERTIFICATE OF INTERESTED PARTIES FORM 1295, CONFLICT OF INTEREST (CIQ), AND FELONY CONVICTION NOTIFICATION.

LEWISVILLE ISD RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

TIMELINE:

- **QUESTIONS DUE:**
FRIDAY, OCTOBER 9, 2020 BY 1:00 PM

- **RESPONSE ADDENDUM POSTED:**
THURSDAY, OCTOBER 15, 2020 BY 5:00 PM

- **DEADLINE FOR SEALED BID SUBMITTAL:**
FRIDAY, OCTOBER 30, 2020 AT 2:00 PM
LEWISVILLE ISD SURPLUS PROPERTY
C/O LEWISVILLE INDEPENDENT SCHOOL DISTRICT
1565-A WEST MAIN STREET, SUITE 220
LEWISVILLE, TEXAS 75067

OR

SUBMITTED ELECTRONICALLY TO:
<https://www.lisd.net/Page/1609>

**CSB #2683-20 - SALE OF LEWISVILLE ISD SURPLUS PROPERTIES
SEALED BID FORM**

1330 LONG PRAIRIE ROAD, FLOWER MOUND, TX 75022

CONSISTING OF ±79.62 ACRES OF LAND, LOCATED AT, FLOWER MOUND, DENTON COUNTY, TEXAS, TOGETHER WITH ANY IMPROVEMENTS THEREON.

Denton Central Appraisal District No: 271493, 271494 & 271495

AND/OR

3227 WAGER ROAD, FLOWER MOUND, TX 75028

CONSISTING OF ±22.739 ACRES OF LAND, LOCATED AT, FLOWER MOUND, DENTON COUNTY, TEXAS, TOGETHER WITH ANY IMPROVEMENTS THEREON.

Denton Central Appraisal District No: 245344

Bidder makes the following cash purchase offer for the surface estate and any improvements thereon of the real property/properties **as checked below**:

1330 LONG PRAIRIE ROAD, FLOWER MOUND, TX 75022, in the amount of:

_____ Dollars (\$ _____)

Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.

3227 WAGER ROAD, FLOWER MOUND, TX 75028, in the amount of:

_____ Dollars (\$ _____)

Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.

1330 LONG PRAIRIE ROAD and 3227 WAGER ROAD, FLOWER MOUND, TX 75028, in the amount of:

_____ Dollars (\$ _____)

Enter amount of bid alphabetically and numerically. In the event of ambiguity or illegibility in the bid amount, Lewisville ISD reserves the right to reject the bid.

Bidder has read and understands that by submitting this purchase offer Bidder agrees and attests to the following:

Included with this sealed bid package, if submitted in hard copy, are two (2) flash drives with completed supporting documentation. Also included, with this Sealed Bid Form, is a submission fee in the form of a cashier's check, certified check or money order in the amount of Five Thousand dollars (\$5,000.00) per property, or more, payable to the Lewisville Independent School District. If the sealed bid package is submitted electronically, Bidder is responsible for ensuring the District receives the submission fee by the submittal deadline. The submission fee can be hand delivered, sent by an overnight delivery service with proof of delivery, or via certified mail, return receipt requested.

Said submission fee may be held by Lewisville ISD until a final decision has been made on the winning bid, the rejection of this or all bids, or for up to one hundred and ninety (190) calendar days from the initial sealed bid deadline, whichever comes first. Upon notice to Bidder by the District or its designee, the

submission fee received from non-successful or rejected bids can be picked up at the Lewisville ISD Procurement and Contracts Department. The submission fee of the winning Bidder will be credited toward the purchase price at Closing but otherwise will be non-refundable. The submission fee of any and all Bidders shall not earn interest while in Lewisville ISD's possession. Failure of a Bidder to submit the submission fee by the submittal deadline may be deemed non-responsive and, therefore, may not be considered by the District.

The winning Bidder will be required to execute a "Contract of Sale" within fifteen (15) days of the bid award by Lewisville ISD. A copy of the Contract of Sale is included in this Bid Package as Exhibit A. Lewisville ISD reserves the right to reject any proposed changes that materially change the terms of the sale. The winning Bidder must complete the Closing of the transaction within sixty (60) days of the Effective Date of the Contract of Sale.

The winning Bidder will pay all Closing costs associated with the purchase. Lewisville ISD will not pay any portion of the Closing costs or any retroactive taxes, including but not limited to rollback taxes.

The winning Bidder must pay the balance of the bid amount (purchase price) at Closing together with all costs of Closing as set out in the Contract of Sale. The winning Bidder represents that by submitting this bid they are financially capable of obtaining and have readily accessible funds to pay the balance of the purchase price. If the winning Bidder fails or refuses to consummate the transaction, in accordance with the Contract of Sale, at a minimum, the submission fee shall be retained by Lewisville ISD as liquidated damages.

The properties are being offered "as is, where is, with all latent and patent defects and faults" and subject to all visible and apparent easements and any other instruments of record. To the maximum extent allowed by law, Lewisville ISD expressly disclaims, and the winning Bidder expressly waives, any warranty or representation, expressed or implied, including without limitation any warranty of condition, habitability, merchantability or fitness of the property/properties for any particular purpose.

The winning Bidder will receive a Deed Without Warranty as the conveyance instrument. The property/properties may, or may not, contain environmental conditions and are being sold subject to the exclusions, exceptions, conditions and stipulations of record contained in the Title Commitment prepared by the Title Company as defined in the Contract of Sale. Such exclusions, exceptions, conditions and stipulations, shall be Permitted Exceptions as provided in the Contract of Sale. The deed will reflect such conditions and reservations.

It is the responsibility of all Bidders to examine all applicable building codes and City ordinances to determine whether the property can be used for the desired purpose.

Lewisville ISD disclaims responsibility as to the accuracy or completeness of any information relating to either property for sale, and for any misrepresentations, failures of disclosure, errors, or negligent or wrongful acts occurring in the context of or pertaining to the solicitation of bids or Closing of the transaction.

By signing this Sealed Bid Form, Bidder hereby waives and releases any rights Bidder may have either now or in the future, to undertake any legal or equitable action against Lewisville ISD, its Board of Trustees, its employees, or any agents thereof for failure to properly advertise or notice the sale of the properties or to properly conduct the sale of the properties, and hereby covenant not to sue Lewisville ISD, its Board of Trustees, its employees, or any agents thereof in connection with the advertisement, solicitation of bids, or sale of either property.

Bidder may request permission to withdraw a bid prior to the actual time for bid opening. Such request must be made in writing at the same location designated to receive the bid. Lewisville ISD shall return the bid documents unopened at that time.

[SIGNATURE PAGE TO FOLLOW]

Bidder Signature

Date

Legibly print full legal name

Title: _____

Legibly print name of legal entity in which title to the property would be held.

Address: _____
Street City State Zip Code

Home: (____) _____

Cell: (____) _____

Work: (____) _____

Email: _____

EXHIBIT A

CONTRACT OF SALE

For and in consideration of the mutual terms, provisions, covenants and agreements contained in this Contract of Sale (the "Contract"), the **LEWISVILLE INDEPENDENT SCHOOL DISTRICT** ("Seller") and _____ ("Buyer") agree as follows:

Seller shall sell and convey to Buyer and Buyer shall buy and pay for the surface estate only of property located at _____, Flower Mound, Denton County, Texas being more particularly described in Exhibit A attached hereto and made a part hereof by reference for all purposes, together with, all and singular, all buildings and improvements thereon, if any, such real estate being herein referred to as the "Property."

The parties acknowledge that the legal description contained in this Contract technically may be, or is, legally insufficient for the purposes of supporting an action for specific performance or other enforcement hereof. As such, the parties confirm to each other that notwithstanding the insufficiency, if any, they desire to proceed with the conveyance of the Property as contemplated by this Contract. Because the parties are desirous of executing this Contract, they agree that: (a) they are experienced in transactions of the nature provided for in this Contract; (b) they are specifically familiar with the location of the Property; (c) each party waives any and all claims of an insufficient legal description in a cause of action for performance hereunder; and (d) upon the delivery of the Survey (defined below) to Buyer, the metes and bounds description of the Property prepared by the Surveyor in connection with the Survey will be the description of the Property for the purposes of this Contract. The parties agree that, upon agreement of the parties as to the exact location of the Property and approval of the Survey by Buyer, this Contract will be deemed to be automatically amended to incorporate the metes and bounds description of the Property as prepared by the Surveyor in connection with the preparation of the Survey as an addition to Exhibit A.

1. **Purchase Price.** The Purchase Price for the Property is _____ and xx/100 Dollars (\$____.____), payable in cash at Closing.
2. **Submission Fee.** The Submission Fee paid by Buyer to Seller with submission of the Sealed Bid, as required by the bid documents, becomes non-refundable upon execution of this Contract by both parties. Upon Closing, the Submission Fee will be credited towards the Purchase Price.
3. **Earnest Money Deposit:** No later than three (3) business days after the Effective Date, Buyer must deposit \$_____ as Earnest Money with _____ Title Insurance Company (the "Title Company") to be held in escrow by the Title Company pursuant to the terms of this Contract ("Earnest Money"). At Closing the Earnest Money will be credited to the Purchase Price. If Buyer fails to timely deposit the Earnest Money, Seller may, at its sole discretion, terminate this Contract or exercise any rights and/or other remedies in accordance with the terms of this Contract.

4. **Survey and Title Documents.**

A. **Survey.** Within thirty (30) calendar days after the date of execution on the signature page hereof (the "Effective Date"), Buyer at its expense will provide the Title Company and Seller with an on-the-ground perimeter Survey (the "Survey"), prepared by a Registered Professional Land Surveyor, of the Property. Such Survey will be in form and substance and of sufficiently recent date reasonably acceptable to the Title Company for the purposes required herein by it.

B. **Title Commitment.** Within twenty (20) calendar days after the Effective Date, Buyer shall obtain, at Buyer's expense: (1) a title commitment covering the Property binding the Title Company to issue a Texas Owner's Policy of Title Insurance on the standard form prescribed by the Texas State Board of Insurance, in the full amount of the Purchase Price, insuring Buyer's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions as defined below; and (2) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the title commitment (collectively, the "Title Documents").

C. **Review of Title.** At the time of the execution of this Contract, Buyer acknowledges, by this writing, that Buyer should have the abstract covering the Property examined by an attorney of Buyer's own selection or that Buyer should be furnished with or obtain a policy of title insurance.

i. The Property is being offered "as is, where is, with all latent and patent defects and faults." All visible and apparent easements and any other instrument of record, shall be deemed a "Permitted Exception." Buyer waives any objections and accepts title as Seller is able to convey.

ii. Seller shall, at Closing, convey to Buyer the Property by Deed Without Warranty. Buyer's obtainment of the Title Policy shall be deemed to fulfill all duties of Seller as to the sufficiency of title required hereunder.

5. **Feasibility Period.**

A. Buyer shall have a period of forty-five (45) calendar days from and after the Effective Date of this Contract (the "Feasibility Period"), in which to have any studies, analysis or inspections made of the Property which Buyer desires to make or have made, all at Buyer's sole expense.

B. **Entry onto the Property.** Buyer may enter onto the Property prior to Closing for purposes of conducting a boundary or environmental survey, or otherwise to inspect the Property, subject to the following:

i. Buyer must deliver evidence to Seller that Buyer has insurance for its proposed survey or inspection activities, in amounts and with coverages that are substantially the same as those maintained by Seller or in such lesser amounts or with such lesser coverages as are reasonably satisfactory to Seller;

ii. Buyer may not unreasonably interfere with existing operations or occupants of the Property, if any;

iii. Buyer must notify Seller within forty-eight (48) hours of Buyer's plans to conduct tests so that Seller may be present during the tests, at Seller's sole discretion;

iv. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;

v. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days of their preparation or receipt by Buyer; and

vi. Buyer must abide by any other reasonable entry rules imposed by Seller.

6. Closing.

A. The Closing of this Contract shall be held within sixty (60) calendar days of the Effective Date of this Contract.

B. At the Closing, Seller shall deliver to Buyer, at Buyer's cost: (1) a Deed Without Warranty substantially in the form attached hereto as Exhibit "B" conveying the Property according to the legal description as shown on the Survey of the Property, but only to the maximum extent of the size of the Property held by the Seller; and (2) possession of the Property.

C. At the Closing, Buyer shall deliver to Seller the balance of the Purchase Price (the Submission Fee and Earnest Money being applied thereto).

D. Buyer shall pay all of the Closing costs including the cost of the Survey, the Title Policy and all other Closing costs which are normally assessed by the Title Company against both a seller and buyer in a transaction of this character in the county where the Property is located.

E. Ad valorem taxes for the then current year shall be prorated at the Closing effective as of the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of the taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation but any difference in ad valorem taxes for the year of sale actually paid by Buyer shall be borne by Buyer.

F. If this sale or Buyer's use of the Property after Closing results in additional fees or taxes for time periods before Closing, including but not limited to rollback taxes, said fees or taxes will be the obligation of Buyer.

7. **Disbursement of Funds; Recording; Copies.** Title Company will be instructed to disburse funds in accordance with this Contract; record the deed and other Closing documents; and distribute documents in accordance with the parties' written instructions.

8. **Termination.** If this Contract is terminated by either party, monies will be distributed in accordance with the terms of this Contract. The parties shall have no further obligations or liabilities to one another.

9. **Default and Remedies.**

A. **Seller's Default.** If on the Closing Date, Seller fails to perform the transaction described in this Contract for any reason, except Buyer's default, ("Seller's Default"), Buyer may as its sole and exclusive remedy terminate this Contract by giving notice to Seller and shall receive the Earnest Money, less the Submission Fee, as independent consideration for the right granted by Seller to Buyer to terminate this Contract, thereby releasing Seller from this Contract.

B. **Buyer's Default.** If on the Closing Date, Buyer has failed to perform any of its obligations under this Contract or fails to perform the transaction contemplated herein, except for Seller's default, ("Buyer's Default"), Seller may terminate this Contract by giving notice to Buyer and have the Earnest Money paid to Seller as liquidated damages.

C. **Liquidated Damages.** The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money is a reasonable forecast of just compensation to the non-defaulting party for the harm that would be caused by a default.

10. **Miscellaneous Provisions.**

A. **Effective Date.** The term "Effective Date", as used herein, shall mean the latter of the two dates on which this Contract is signed by Seller and Buyer, as indicated by their signatures below.

B. **Notices.** Any notice or communication required or permitted hereunder shall be given in writing, addressed to the intended recipient at the address on the signature page of this Contract by: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested. Said notice shall be deemed to have been delivered, as applicable, upon the date of personal delivery, or one (1) business day after deposited with such overnight delivery service, or three (3) business days after sent by registered or certified mail. Any address for notice may be changed by providing written notice of the change to the other party.

C. **Attorney's Fees.** The prevailing party in any legal proceeding brought under or with respect to this Contract is entitled to recover from the non-prevailing party all costs of such proceedings and reasonable attorneys' fees.

D. **Integration.** This Contract contains the complete agreement between the parties

with respect to the Property and cannot be varied except by written agreement of the parties. The parties agree there are no oral agreements, understandings, representations or warranties, between the parties which are not expressly set forth herein.

E. **Binding Effect.** This Contract shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and assigns.

F. **Time for Performance.** Time is of the essence of this Contract and each provision hereof. Strict compliance with the times for performance is required.

G. **Choice of Law; Venue.** This Contract shall be construed under and governed by the laws of the State of Texas. Any action brought to enforce this Contract or to resolve any disputes or controversies hereunder shall be brought in the courts of Denton County, Texas.

H. **Waiver of Default.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays taking any action with respect to the default.

I. **No Third-Party Beneficiaries.** The provisions of this Contract and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Contract or of the documents to be executed and delivered at Closing.

J. **Severability.** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision is severed and deleted from this Contract.

K. **Ambiguities.** The parties acknowledge that the parties and their counsel have had an opportunity to review and revise this Contract and as such the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any exhibits or amendments hereto.

L. **Relationship of the Parties.** Each party is acting independently of the other, and neither is an agent, servant, employee, or joint venture partner of the other.

M. **Counterparts.** This Contract may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

N. **Governmental Immunity.** This Contract is expressly made subject to Seller's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable state and federal law. The parties hereto expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the Seller has by operation of law.

O. **Assignment.** This Contract is not assignable without Seller's prior expressed written consent, not to be unreasonably withheld.

11. NO WARRANTIES OR REPRESENTATIONS; PROPERTY SOLD "AS IS". EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY. BUYER AGREES AND ACKNOWLEDGES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO: (1) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (2) THE INCOME TO BE DERIVED FROM THE PROPERTY; (3) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES THEREON; (4) THE COMPLIANCE OF OR BY THE PROPERTY FOR ITS OPERATION WITH ANY LAWS, RULES AND ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (5) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (6) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (7) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; OR (8) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR HAZARDOUS SUBSTANCES AS THOSE TERMS ARE DEFINED BY APPLICABLE GOVERNMENTAL LAWS, RULES AND REGULATIONS, AND REGARDING THE DELINQUENCY OF REAL PROPERTY TAXES OWING AGAINST THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. THE PROVISIONS HEREIN SHALL SURVIVE THE CLOSING, AND CONVEYANCE OF THE PROPERTY SHALL BE MADE SUBJECT TO THE PROVISIONS OF THIS PARAGRAPH 11.

IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER IN AN "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" CONDITION, AND WITHOUT WARRANTY OF ANY KIND (EXCEPT AS TO THE WARRANTY OF TITLE, IF ANY, GIVEN IN THE DEED), AND THE PROVISIONS HEREIN SHALL BE INCORPORATED AND RECITED IN THE DEED AS AN EXCEPTION TO WARRANTY AND TITLE.

12. **Risk of Loss.** All risk of loss to the Property shall remain with Seller prior to the Closing and Seller shall keep the Property insured against all risks. If, prior to the Closing, any portion of the Property is damaged or destroyed by fire or other casualty, Buyer shall have the right to terminate this Contract and have the Earnest Money refunded or the right to require the parties to proceed to Closing in which case there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer Seller's right, title and interest in and to all insurance claims and proceeds resulting or to result from said surface damage or destruction.

13. **BUYER INDEMNITY AND RELEASE OF SELLER**

A. **INDEMNITY.** BUYER WILL INDEMNIFY, DEFEND, AND HOLD SELLER HARMLESS FROM ANY LOSS, ATTORNEYS' FEES, EXPENSES, OR CLAIMS ARISING OUT OF BUYER'S INVESTIGATION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART AS A RESULT OF SELLER'S NEGLIGENCE.

B. **RELEASE.** BUYER RELEASES SELLER AND THOSE PERSONS ACTING ON SELLER'S BEHALF FROM ALL CLAIMS AND CAUSES OF ACTION (INCLUDING CLAIMS FOR ATTORNEYS' FEES AND COURT AND OTHER COSTS) RESULTING FROM BUYER'S INVESTIGATION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART AS A RESULT OF SELLER'S NEGLIGENCE.

14. **No Recording.** Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county without the prior written consent of Seller. This provision shall survive the Closing or any termination of this Contract.

15. **Duties after Termination.** If this Contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Contract.

16. **Brokers' Commissions.** To the extent permitted by law, Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorneys' fees, court costs, and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this Contract, whether the claimant is disclosed to the indemnitee or not. At Closing, each party will provide the other party with a release of broker's or appraiser's liens

from all brokers or appraisers for which each party was responsible.

17. **Deadlines and Other Dates.** All deadlines in this Contract expire at 5:00 P.M., local time where the Property is located, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government.

18. **Water Code Notice.** If the Property is situated within a utility district or flood control district subject to the provisions of Section 50.301, Texas Water Code, then at or prior to the Closing, Seller agrees to give Buyer the required written notice and Buyer agrees to acknowledge receipt of the notice in writing. Said notice shall set forth the tax rate and the bonded indebtedness of the district.

19. **Exhibits.** The following Exhibits are attached hereto, incorporated herein, and made a part hereof for all purposes:

- Exhibit A – Legal Description
- Exhibit B – Form of Deed

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the dates stated below.

BUYER:

SELLER:

LEWISVILLE INDEPENDENT SCHOOL DISTRICT
1565-A West Main Street
Lewisville, Texas 75067

By: _____

By: _____
President, Board of Trustees

Date: _____

Date: _____

TITLE COMPANY ACCEPTANCE, _____ Title Insurance Company acknowledges receipt of Earnest Money on the _____ day of _____, 20____, in the amount of _____ (\$_____) subject to the terms and conditions of this Contract.

_____ **TITLE INSURANCE COMPANY**

By: _____

Name: _____

Address: _____

Telephone: _____

Fax: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B
FORM OF DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

That the **LEWISVILLE INDEPENDENT SCHOOL DISTRICT**, a school district and political subdivision of the State of Texas, ("**Grantor**"), for and in consideration of the sum of _____ AND NO/100 DOLLARS (\$_____.00), has GRANTED, SOLD, and CONVEYED, and by these present, does GRANT, SELL and CONVEY, unto _____ ("**Grantee**") the surface estate of all of the property as described in **Exhibit A**, which is attached hereto and made a part hereof, by reference for all purposes, together with all and singular, all buildings and improvements thereon, (the "**Property**"), without warranty of any kind, express or implied, and further subject to the terms, covenants, conditions, reservations, restrictions and exceptions hereinafter stated.

This Deed Without Warranty is subject to: (i) standby fees, taxes and assessments by any taxing authority for the year 20__ and subsequent years due to changes in land usage or ownership, and (ii) validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and all rights, obligations, and other matters arising from and existing by reason of any Denton County water or utility district. Further, those covenants and warranties that might arise by common law as well as the warranties recited in Section 5.023 of the Texas Property Code (or its successor) are excluded herefrom.

(This deed will also contain and list herein any exceptions from the Title Commitment issued by the Title Company).

Grantor does hereby except and reserve unto Grantor, Grantor's successors and assigns all of the oil, gas, and other minerals owned by Grantor, together with the following rights appurtenant thereto: (i) the right to lease Grantor's interest in the minerals; (ii) the right to receive bonus payments; (iii) the right to receive delay rentals; and (iv) the right to receive royalty payments. If the mineral estate is subject to existing production or an existing lease, then this reservation shall include the production, the lease, and all benefits therefrom. This reservation also includes any and all future and reversionary interests in the oil, gas, and other minerals that Grantor is currently entitled to, and/or those that may be otherwise associated with Grantor's interest(s) in the mineral estate in, on, and under the Property. Notwithstanding the above, Grantor and Grantor's successors and assigns hereby waive and convey unto Grantee, Grantee's heirs, successors, and assigns the surface rights associated with mineral interest(s) reserved herein, including the rights of ingress and egress over the surface of the Property for mining, drilling, exploring, operating, and developing the surface of the Property for oil, gas, and other minerals and for removing them from the Property. Grantor and Grantor's successors and assigns agree that all future oil, gas, and mineral leases executed by them shall specifically prohibit any use of the surface of the Property. However, Grantor's waiver of surface

rights herein shall not be construed as a waiver of the right of Grantor, Grantor's heirs, successors, assigns, and lessees to explore, develop, or produce the mineral estate herein reserved with wells with surface locations on lands other than the subject Property, including, but not limited to, directional and/or horizontal wells that travel beneath the subject Property, or by pooling its oil, gas, and mineral interests with lands adjoining the Property in accordance with the laws and regulations of the State of Texas.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (VI) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS. AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, **GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. GRANTEE FURTHER AGREES TO DEFEND, AT**

ITS OWN EXPENSE, AND ON BEHALF OF GRANTOR AND IN THE NAME OF GRANTOR, ANY CLAIM OR LITIGATION BROUGHT IN CONNECTION WITH ANY SUCH ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantee acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that the Grantor has not made any independent investigation or verification of such information.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

TO HAVE AND TO HOLD the above described Property, subject to the aforesaid, together with all and singular the rights and appurtenances thereto in any manner belonging unto the said Grantee, its successor and assigns forever; but it is distinctly understood and agreed that this conveyance is made and accepted without covenants or warranties of any kind, either express or implied.

EXECUTED this ____ day of _____, 20__.

ATTEST:

LEWISVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
Board Secretary

By: _____
President of the Board of Trustees

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed same for the purposes and consideration therein expressed in the capacity therein stated, and as the act and deed of said LEWISVILLE INDEPENDENT SCHOOL DISTRICT, as authorized pursuant to action of the Board of Trustees on _____, 20__.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 20__, to certify which witness my hand and official seal.

[Seal]

Notary Public, State of Texas

CERTIFICATE OF INTERESTED PARTIES EXAMPLE ONLY **FORM 1295**

Complete form at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Your Company/Business Entity Name, City, State, Country

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Lewisville ISD

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.

Solicitation/Contract Number and Title

Example RFP 2473-16 Teaching Supplies, Materials, and Software

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Person who has controlling interest in a business entity			
Controlling Interest –			
(a) has an ownership interest or participating interest in business entity by virtue of units, percentage, shares, stocks, or otherwise that exceeds 10%.			
(b) is a member of the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or			
(c) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (c) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.			
Intermediary Interest			
(a) receives compensation from the business entity for the person's participation;			
(b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and			
(c) is not an employee of the business entity or of an entity with a controlling interest in the business entity.			

5 Check only if there is NO Interested Party. If #4 is blank, check box

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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 A

AFFIDAVIT OF NON COLLUSION

The undersigned certifies that the bid/proposal prices contained in this proposal have been carefully checked and are submitted as correct and final and if the bid/proposal is accepted (within 90 days unless otherwise noted by bidder), agrees to furnish any and/or all services upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on the day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____ Hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone Number _____

Fax Number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20____

Notary Public in and for the State of _____

Company Name _____

FELONY CONVICTION NOTIFICATION

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

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

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

Bidder shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, that the Contractor has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on LISD's property where students are regularly present or at another location where students are regularly present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from LISD's property or other location where students are regularly present. LISD shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

Contractor or sub-contractors may not work on LISD property where students are present when they have been convicted, received probation or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:
 - a. Controlled substances; or
 - b. Property; or
4. Any other offense LISD believes might compromise the safety of students, employees or property.

Please complete the information below:

I, the undersigned agent for the firm named below, **certify that the information** concerning notification of felony convictions and criminal history checks for the company employees, agents, or subcontractors that will be on LISD campuses have been reviewed by me, and shall be complied with, and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (please print or type):

A. My firm is not owned nor operated by anyone who has been convicted of a felony.
Signature of Company Official: _____ Date: _____

B. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____
(Name should be the same as on Form A – Affidavit of Non Collusion)

C. My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
Signature of Company Official: _____ Date: _____

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. Lewisville Independent School District	
2 Business name/disregarded entity name, if different from above	
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 type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <input checked="" type="checkbox"/> Other (see instructions) ▶ State Agency	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 3 Exemption from FATCA reporting code (if any) C <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1585A West Main St	
6 City, state, and ZIP code Lewisville, TX 75087	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																																									
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is 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 <i>How to get a TIN</i> , later.																																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> <tr> <td colspan="12" style="text-align: center;">OR</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 20px;">7</td> <td style="width: 25px; height: 20px;">5</td> <td style="width: 25px; height: 20px;">-</td> <td style="width: 25px; height: 20px;">6</td> <td style="width: 25px; height: 20px;">0</td> <td style="width: 25px; height: 20px;">0</td> <td style="width: 25px; height: 20px;">1</td> <td style="width: 25px; height: 20px;">9</td> <td style="width: 25px; height: 20px;">5</td> <td style="width: 25px; height: 20px;">5</td> <td style="width: 25px; height: 20px;"> </td> <td style="width: 25px; height: 20px;"> </td> </tr> </table>		Social security number														OR												Employer identification number		7	5	-	6	0	0	1	9	5	5		
Social security number																																									
OR																																									
Employer identification number																																									
7	5	-	6	0	0	1	9	5	5																																
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																									

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

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

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-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.

By signing the filled-out form, you:

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. See *What is FATCA reporting*, later, for further information.

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 Pub. 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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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 instructions for Part II 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*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **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 Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should 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 line 1. 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 line 2, "Business name/disregarded entity name." 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.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, 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 U.S. commonwealth or possession

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 684 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 reportable under section 6045(f), 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 requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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 U.S. commonwealth or possession, 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 Regulations 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 Regulations section 1.1472-1(c)(1)(ii)

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 684 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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 line 1 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. 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
6. Sole proprietorship or disregarded entity owned by an individual	The owner ²
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ³
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(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*, earlier.

*Note: The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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.