

**ALEDO INDEPENDENT SCHOOL DISTRICT  
CONTRACT / AGREEMENT PROCESSING REQUEST FORM**

NOTE: Contracts and/or Agreements REQUIRES one of the following signatures: Chief Financial Officer or Superintendent.

Contract / Agreement Number: \_\_\_\_\_ (assigned by the Business Dept.)

Campus / Department \_\_\_\_\_

Contact Name \_\_\_\_\_ Ext: \_\_\_\_\_ Email \_\_\_\_\_

Company Name \_\_\_\_\_

Purpose of Contract / Agreement

Please check:     New Contract/Agreement     Renewing Contract/Agreement     Amending Contract/Agreement Contract

Agreement **Effective** Date \_\_\_\_\_ Contract /Agreement **Expiration** Date \_\_\_\_\_

Contract/Agreement Total Amount \$ \_\_\_\_\_ Or Not to Exceed Amount \$ \_\_\_\_\_

If Renewal, List the value of the previous contract/Agreement amount \$ \_\_\_\_\_

If amending, please state any changes in wording, terms, etc.

Account Code: \_\_\_\_\_

**VENDOR INFORMATION**

Vendor # \_\_\_\_\_

Company Name \_\_\_\_\_ Contact \_\_\_\_\_

Mailing Address with City/State/Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Is Vendor employee of Aledo ISD?            Yes    No

Will Vendor have contact with students?    Yes    No

Is Vendor providing contract / agreement?    Yes    No

Is vendor a TRS Retiree?                        Yes    No

**PURCHASING USE ONLY**

\_\_\_ BGC

\_\_\_ Fingerprinting

\_\_\_ Certificate of Ins.

Principal / Administrators Signature \_\_\_\_\_

**For Purchasing Use Only**

Chief Financial Officer \_\_\_\_\_ Date \_\_\_\_\_

Superintendent \_\_\_\_\_ Date \_\_\_\_\_

**SCHEDULE 1 TO  
AGREEMENT FOR CONTRACT  
SERVICES INDEPENDENT  
CONTRACTOR**

Name of Consultant: \_\_\_\_\_

Address:

\_\_\_\_\_ Street address **OR** PO Box, City, State **AND** Zip Code

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_ Telephone

\_\_\_\_\_ Tax Identification or SSN #

Licenses, Certifications and/or Credentials (copies must be attached if applicable):

\_\_\_\_\_

Are you a Teacher Retirement System (TRS) retiree? Yes  No

Estimated amount of time, specific dates and a detailed description of the services to be provided:

\_\_\_\_\_

\_\_\_\_\_

Prices and Payment:

For services rendered hereunder by the Consultant, the District shall pay Consultant at the rate of  
\$ \_\_\_\_\_ Per \_\_\_\_\_ **(Choose one of the following: hour, day (date),  
performance, etc.).**

Expense Total (If applicable. This may be an estimate. )

\$ \_\_\_\_\_ **(Expenses include hotel, airfare, mileage, meals, etc.)**

\$ \_\_\_\_\_ **TOTAL OF CONTRACT INCLUDING EXPENSES**

The Consultant shall submit a written billing statement to the District on a monthly basis. The written billing statement must identify the days during the preceding calendar month on which Consultant provided Services hereunder to the District. For each day on which Consultant provided Services to the District hereunder, the **monthly billing statement must also include a statement of the amount of time spent by the Consultant in performing Services on that day and a summary of the nature and/or type of Services provided on that day.**

Upon verification of the information set forth in the Consultant's monthly billing statement, the District shall, within 30 days, pay Consultant for the Services performed by Consultant (as described and identified in the monthly billing statement), at the hourly/day limit rate stated above. Consultant shall also pay all applicable sales, use or other taxes or duties, however designated, which are imposed on any Services or any associated products or materials pursuant to this Agreement.

## AGREEMENT FOR PROFESSIONAL SERVICES – INDEPENDENT CONTRACTOR

**THIS AGREEMENT FOR PROFESSIONAL SERVICES – INDEPENDENT CONTRACTOR** ("Agreement") is made between ALEDO INDEPENDENT SCHOOL DISTRICT ("District") and the individual or entity identified as the consultant ("Consultant") in Schedule I, which is attached hereto and made a part of this Agreement for all purposes.

For good and valuable consideration (including, without limitation, the mutual promises made in this Agreement) the District and the Consultant hereby agree as follows:

**1. Parties.** The District is an independent school district organized and operating in accordance with the laws of the State of Texas. The administrative offices of the District are located at 1008 Bailey Ranch Rd, Aledo, TX 76008. Specific information regarding the Consultant (including any licenses, permits or certifications possessed by the Consultant relating to the Consultant's qualifications and/or authority to provide the Services described in this Agreement), is set forth as Schedule 1.

**2. Description of Services.** The District engages the Consultant to provide, and the Consultant agrees to provide the services ("Services") described in Schedule 1. The District shall designate the students in the District, for whom the Consultant shall provide Services hereunder, and the calendar time frames within which Services must be provided, however, the Consultant shall determine the specific days and times of the Consultant's Services and the legal and professional means and methods by which the Consultant will accomplish the Services. The Consultant represents and warrants that he or she is regularly engaged in the business of performing services such as the Services described herein and that he or she is fully and appropriately licensed, authorized and legally certified to provide the Services described in Schedule 1. During the term of this Agreement, the Consultant may provide services for individuals or entities other than the District and is not required to devote all of his or her time or resources to the provision of Services to the District.

**3. Payment for Services.** The District agrees to pay the Consultant in accordance with the price and payment terms set forth in Schedule 1, and the Consultant agrees to accept such amounts as full payment for Services provided pursuant to this Agreement. All payments are subject to the provisions of the Texas Prompt Payment Act, Tex. Gov't Code Chapter 2251.

**4. Independent Contractor Relationship.** THE DISTRICT AND THE CONSULTANT SPECIFICALLY ACKNOWLEDGE THAT IT IS THEIR MUTUAL AGREEMENT AND INTENTION THAT UNDER THIS AGREEMENT, THE CONSULTANT SHALL NOT BE DEEMED TO BE AN EMPLOYEE, SERVANT, AGENT, OR PARTNER OF THE DISTRICT OR TO HAVE ANY RELATIONSHIP WITH THE DISTRICT OTHER THAN THAT OF INDEPENDENT CONTRACTOR.

**5. Confidentiality of Student Information.** As an independent contractor retained by the District to perform Services under this Agreement, the Consultant shall be deemed a "school official" as that term is defined in the District's Board Policy FL (LOCAL). Further, it is understood and agreed that in order to perform Services hereunder, it will be necessary for the Consultant to review and be provided access to the "educational records" (as that term is defined in the Texas Education Code and the Family Education Rights and Privacy Act) of students of the District for whom the Consultant provides Services hereunder. The Consultant agrees to maintain the confidentiality of any and all educational records of students in the District that are disclosed to, or reviewed by, the Consultant in accordance with Federal and state laws, rules and regulations.

**6. Materials and Supplies and Non-Reimbursement of Expenses.** The Consultant shall supply, at Consultant's sole cost and expense, all materials and supplies necessary for the Consultant to perform Services hereunder. The District shall not be liable to the Consultant for an expense paid or incurred by the Consultant (including, without limitation, business and travel expenses) unless specifically agreed to in writing by the District.

**7. Tax Duties and Responsibilities.** The District shall not pay or withhold any Federal, state or local taxes of any kind relating to payments made to Consultant for Services provided hereunder. Consultant is responsible for, and agrees to pay, all Federal, state or local taxes relating to payments received by Consultant for the performance of Services hereunder, including, without limitation, federal income taxes, social security taxes, federal unemployment compensation taxes, and any other fees, charges, licenses or other payments required by law.

**8. Benefits.** Since the Consultant is an independent contractor (and not an employee) of the District, the Consultant shall not be eligible for, or be permitted to participate in, any benefits offered or provided by the District to its employees, including, without limitation, any pension plans, health insurance plans, disability insurance plans, paid vacation days, sick leave days or other employee benefit plans of any nature whatsoever.

**9. Insurance.** The District shall not obtain or maintain any workers' compensation or other type of insurance for or on behalf of Consultant. The Consultant shall comply with all law, rules and regulations applicable to workers' compensation and shall provide the District with a certificate of any workers' compensation insurance that is required by law, and certificates of such other types of insurance as the District may reasonably request, in such forms and in such amount as shall reasonably be acceptable to the District.

The insurance required shall be written by an insurance company having an **A VIII** rating or better by A.M. Best and shall be written in limits for not less than the minimum required by law or the following:

1. Commercial General Liability (including Premises- Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
  - (a) General Aggregate \$2,000,000
  - (b) Products Comp/Ops.Aggregate \$1,000,000
  - (c) Personal & Adv. Injury \$1,000,000
  - (d) Each Occurrence \$1,000,000
  - (e) Per Project Aggregate \$2,000,000
2. Workers Compensation Coverage & Employers Liability:
  - (a) Each Accident \$1,000,000
  - (b) Disease-Policy Limit \$1,000,000
  - (c) Disease-Each Employee \$1,000,000
3. Automobile Liability:
  - (a) Owned/Non-owned and Hired \$1,000,000
4. Excess/Umbrella Liability:
  - (a) \$1,000,000
5. If applicable Architect/Engineers Professional Liability:
  - (a) \$1,000,000
6. **An "Original Certificate of Insurance" will evidence compliance with the insurance requirements and must be provided to District prior to Consultant rendering service to District.**
7. Other insurance requirement as agreed upon in the contract addendum for each individual project.

**10. Indemnification.** If a court, other administrative agency or other authorized person shall find that the Consultant is an employee of the District hereunder, the Consultant shall indemnify and hold the District harmless from and shall pay all taxes, fines, penalties, damages and other costs assessed against or incurred by the District in connection with such a finding by the applicable court, administrative agency or other authorized person.

**11. Term and Termination.** This Agreement shall commence on the date specified as the Effective Date below, and shall continue in effect until it is terminated by either party as provided herein. Either party may terminate this Agreement, with or without cause, by giving 30 days written notice of termination to the other party. District, being a governmental entity that operates on an annual budget funded by taxpayer dollars, may terminate this agreement if the board of trustees in a majority vote does not appropriate funds for the continuance of services by Consultant.

**12. No Authority to Bind the District.** The Consultant has no authority to enter into contracts or agreement on behalf of the District or in any way to act for or on behalf of the District.

**13. Public Information.** This Agreement including all documents and all electronic information in the District's possession are subject to the provisions of the Texas Public Information Act.

**14. Governmental Immunities.** Nothing in this Agreement expressed or implied is intended, or shall be construed to waive District's governmental immunities. Nothing in this Agreement is intended, or shall in any way be construed, so as to create any form of partnership, joint venture, or agency relationship between the parties, the parties hereby expressly disclaiming any intention of any kind to create any such partnership, joint venture, or agency relationship between themselves.

**15. Liability.** Consultant shall assume all liability for any injury to the District or its agents or employees, or for any damage to the District's property (personal or real) caused by the negligence, misconduct, error or omission of Consultant. Consultant agrees to indemnify, hold harmless, and defend the District from and against any and all losses, claims, suits, liabilities and expenses, including reasonable attorneys' fees, if any, arising, growing out of or resulting in any way connected with Consultant's performance of its obligations under this Agreement. District shall promptly notify Consultant in writing of any claim District intends to assert against Consultant. Consultant will have a reasonable amount of time to resolve or cure any claim asserted by District.

**16. Student Contact.** A Consultant who will have direct contact with students shall supply information required by Texas Education Code Section 22.0834 to the appropriate authorities. Consultant shall comply with campus access policies, designated parking policies and other requirements necessary to comply with Texas Education Code Section 22.0834.

**17. Consultant Conduct.** Consultant shall comply with all policies, regulations and rules of the District, including, but not limited to, those related to employee conduct (such as prohibitions against alcohol, weapons, drugs, fraternization, harassment, and tobacco on school property), and fraud and financial impropriety.

**18. Notice.** Any notice or other communication given in connection with this Agreement shall be in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party at the address for that part specified herein. Either party may change its address stated herein by giving written notice of the change in accordance with the provisions of this Section.

**19. Assignment.** Because of the professional nature of the Services to be provided by the Consultant to the District hereunder, the Consultant may not assign any or all of his or her rights, duties or obligations hereunder to any other person without the prior written consent of the District.

**20. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. **The District and the Consultant each represent, warrant and agree that no promise or agreement which is not expressed herein has been made to or by either party and that neither party is relying upon any statements or representations other than are set forth in this Agreement.**

**21. Modification and Non-Waiver.** This Agreement may not be modified or amended except by written agreement executed by the parties hereto. The failure by either party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights or waiver of any past, existing or future breach of this Agreement by the other party.

**22. Severability and Enforceability.** The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

**23. Governing Law.** The Agreement shall be governed by Texas law. Venue shall be in Denton County.

**24. Discriminatory Trade Practices.** Contractor warrants that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Excluded are Sole Proprietorship, companies with fewer than 10 full time employees, and has a value of \$100,000 or more.

**25. Chapter 2252 Certification.** Authorized representation, being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company submitting proposal is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should entity submitting proposal enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas, which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify Northwest ISD Purchasing Department.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated by their signatures below. The "Effective Date" shall be the date on which the last party to sign this Agreement executes this Agreement.

CONSULTANT

ALEDO INDEPENDENT SCHOOL DISTRICT  
Chief Financial Officer

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ALEDO ISD NEW VENDOR FORM

Return **completed** forms to the Business Office **prior to placing orders or receiving services**. You will be notified when the vendor has been approved and assigned a vendor number.

Date: \_\_\_\_\_

Requested by: \_\_\_\_\_  
Secretary/Office Manager/Administrative Assistant

\_\_\_\_\_ Phone number or Extension

Campus/De : \_\_\_\_\_

**New #** \_\_\_\_\_

**Background Check/Fingerprinting**  
If a vendor is around students or one on one with a student then a background check and/or fingerprinting will be required. Please provide the email of the person(s) that will require the background check. This process must be completed prior to the vendor coming in.

<input type="checkbox"/> Activity Fund 865*	<input type="checkbox"/> Co-Op Vendor *	<input type="checkbox"/> Membership
<input type="checkbox"/> Fund Raiser or Re-Sale Items	<input type="checkbox"/> Hotel	<input type="checkbox"/> Subscription
<input type="checkbox"/> Conference/Registration	<input type="checkbox"/> Service/Labor/Contract *	<input type="checkbox"/> Other *

**Further explanation required \*(i.e. amount, co-op name and explanation...)**

  
  

### Purchasing Information - Purchase Orders

Vendor Name: \_\_\_\_\_

Vendor Contact: \_\_\_\_\_  
Name AND position/title

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address, City, State AND Zip Code

Phone Number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Taxpayer Identification Number (EIN/SSN) Or Employee Number: \_\_\_\_\_

### Remit To Address - Invoice Payments (If different from Purchasing Information)

Vendor Name: \_\_\_\_\_

Vendor Contact: \_\_\_\_\_  
Name AND position/title

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
Street Address, City, State AND Zip Code

Phone Number: \_\_\_\_\_ Fax number: \_\_\_\_\_





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)(iii). 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 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

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

**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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://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](http://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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
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 <sup>4</sup>
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)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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](mailto: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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://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.

# 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.