



BIRDVILLE INDEPENDENT SCHOOL DISTRICT

Following is the Services Agreement “Agreement” between the Birdville Independent School District “Birdville ISD” or “District” and Independent Contractor/Consultant (“Contractor”) and all related forms and questionnaires which are required by Birdville ISD to enter into an agreement with Contractors.

The Agreement and all related forms and questionnaires must be filled out completely and approved prior to services being performed.

NOTICE TO REQUESTOR: By signing the Independent Contractor/Consultant Services Agreement, you have reviewed the scope of work to ensure that the independent contractor requested is not an employee of the District and should not be classified as an employee of the District. A general rule is that an individual is an independent contractor if the District has the right to control or direct only the result of the work and not what will be done and how it will be done.

NOTICE TO CONTRACTOR: Please be advised, Birdville ISD has a specific process for validating contracts that must be followed to ensure payment. Please make sure the District representative with whom you are negotiating this contract has complied with all Birdville ISD procedures to ensure this contract is properly authorized. Failure to do so may significantly delay payment(s) or invalidate the contract and no payment shall be made for these services.

Incomplete documents will be returned and will delay processing of agreement. **All Agreements must be approved by the Purchasing Department, signed by both parties, and have an approved purchase order in place before services can be rendered and invoices can be submitted to the District for payment.**

If you have any questions, please contact Shelley Freeman, Director of Purchasing, at 817-547-5626 or via email at shelley.freeman@birdvilleschools.net.

AGREEMENT PACKET CHECKLIST:

✓	Document Name	Party Responsible for Completing
	Independent Contractor/Consultant Services Agreement	Contractor
	Felony Conviction Notification	Contractor
	Model SB9 Proposer Certification Form	Contractor
	Conflict of Interest Questionnaire	Contractor
	W-9	Contractor
	The following may be attached if applicable: <ul style="list-style-type: none">• Exhibit A - Scope of Services• Exhibit B – Date of Services to be performed• Exhibit C – Fee Schedule• Contractor’s Current Valid License	Contractor

**INDEPENDENT CONTRACTOR/CONSULTANT
SERVICES AGREEMENT**

**STATE OF TEXAS
COUNTY OF TARRANT**

This Agreement, by and between, Birdville ISD (hereinafter referred to as District) and _____ an independent contractor/consultant (hereinafter referred to as Contractor), provides for the Contractor performing services, which shall commence on the _____ day of _____, 20____, and shall be completed, in a satisfactory and proper manner, as determined by the District, no later than the _____ day of _____, 20____, under the following terms and conditions:

1. Contractor Information:

Individual/Contractor Name (Printed) _____

Number of years in this discipline? _____

List of any special licensing or qualifications that you hold that qualify you to perform the work under this Agreement:

Are you a TRS retiree? (Yes or No) _____

Do you perform services for other public or private individuals? (Yes or No) _____

- 2. Scope of Services:** The District and the Contractor agree and covenant that for the purpose of this Agreement, the Contractor shall perform the services described below. If preferred, Contractor may provide a typed document detailing services to be provided and shall title the document appropriately (e.g. *Exhibit A* – Scope of Services) and attach it to this Agreement as a document of reference “Attachment”. Any such Attachment evidenced and accepted by the District is incorporated and made part of this Agreement.

Contractor agrees to perform, on a non-exclusive basis, the services under the terms and conditions set forth in the agreement.

Description of Services (if Attachment provided, please indicate, “Refer to *Exhibit A*”, etc.)

If Services provided are to be performed at multiple campuses, or on different schedule dates, please attach a schedule of campus sites and dates of services as (*Exhibit B* – Dates of Service Performed).

3. **Fees:** As full compensation for services provided, District will make payment upon satisfactory completion of services NOT TO EXCEED _____ inclusive of all fees and allowable expenses including, but not limited to transportation, lodging, meals and materials. Compensation for services rendered shall be based on the following rates or in accordance with the following terms:

FIXED FEE of \$ _____ **for a total contract amount of**
\$ _____

OR

DAILY RATE of \$ _____ **per day for** _____ **days for a total**
contract amount of \$ _____

OR

HOURLY RATE of \$ _____ **per hour for** _____ **hours for a total**
contract amount of \$ _____

IF PREFERRED, Contractor may provide a typed document detailing the applicable fees and shall title the document appropriately (e.g. Exhibit C – Fee Schedule) and attach it to this Agreement as a document of reference (Attachment). Any such Attachment evidenced and accepted by Birdville ISD is incorporated and made part of this Agreement.

If any single contract costs \$50,000 or more and requires Board approval per Board Policy CH Local, this approval must be obtained prior to service taking place.

4. **Termination:** The District may terminate this Agreement, with or without cause, upon 30 days written notification to Contractor. In the event of such early termination, District will make payment in periodic equal installments, payment on a piece-work basis, and progress payments.
5. **Additional Terms and Conditions:**
- a. The District is not responsible for mileage reimbursement;
 - b. The District does not pay overtime;
 - c. Contractor may only work on instructional days (when students are in the District), unless requested by District's designee;
 - d. Contractor will not be paid for holidays;
 - e. Contractor may not work extra hours to make up for a holiday;
6. **Invoicing:** Upon Completion of Agreement, Contractor will submit invoice(s) to Birdville ISD Accounts Payable Department via email accounts.payable@birdvilleschools.net unless directed otherwise, each month listing the dates and hours worked, along with a daily log that Contractor is required to maintain. Payment for each invoice will be made by Birdville ISD within forty-five days of receipt of invoice.
7. **Relationship of the Parties:** The parties intend that the Contractor, in performing the specified services, will act as an Independent Contractor and must have control of the work and the manner in which it is performed. Contractor will be free to contract for similar services to be performed for other employers while under contract with the District. Contractor is not to be considered an agent or employee of the District. District is in no way responsible for carrying group life and health insurance, a workman's compensation, or unemployment insurance for the independent

- contractor, or providing any other benefits associated with full-time employment.
8. **Nondiscriminatory Employment:** In connection with the execution of this Agreement, Contractor shall not discriminate on the basis of sex, disability, race, religion, color, age, gender, sexual orientation, and/or national origin in the education programs or activities which it operates, and as is required by Title IX, Section 504, Title VII, and the Americans with Disabilities Act.
 9. **Taxes:** Contractor will be responsible for any and all applicable social security and personal income taxes which may become due as a result of any payments made by Birdville ISD hereunder, and Contractor shall indemnify and hold Birdville ISD harmless in this regard.
 10. **Professional Responsibilities:** Contractor will not be supervised or evaluated by Birdville ISD personnel in the actual performance of training services. Contractor agrees, however, that Contractor will perform his/her duties in a good workmanlike and professional manner. Contractor agrees to maintain required professional licensure, if any, and to provide a copy of Contractor's current, valid license(s), if any, to Birdville ISD. Contractor will be responsible for fulfilling and training requirements necessary to maintain his/her license(s), if any, for the purpose of lawfully providing the services required under this Agreement, if required.
 11. **Liability:** Contractor must take all precautions necessary for the safety of and prevention of damage to District property, and for the safety of and prevention of injury to persons, including District employees and students, Contractor employees, and third persons, on District property. All work must be performed entirely at Contractor's risk.
 12. **Transportation and Incidentals:** Contractor shall furnish all transportation and personal incidentals necessary in the performance of this Agreement at Contractor's own expense.
 13. **Materials, Publications and Support Document:** to include training manuals and/or flyers provided for scope of services provided to the District. If preferred, Contractor may provide a typed document detailing the applicable materials, publications, etc., and shall title the document appropriately (e.g. Exhibit D – Materials and Publications) and attach it to this Agreement as a document of reference ("Attachment"). Any such Attachment evidenced and accepted by Birdville ISD is incorporated and made part of this Agreement.
 14. **Assignment:** Neither this agreement nor any duty or obligation under it is assignable by the Contractor without prior written consent of the District.
 15. **Immunities:** Nothing in this Agreement waives or alters any immunities provided Birdville ISD, its employees, officers, or agents, under Texas or federal law.
 16. **Indemnification:** CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS FROM ANY AND ALL LIABILITIES, WHICH IT MAY INCUR AS A CONSEQUENCE OF THIS CONTRACT AND FROM ANY AND ALL CLAIMS AND LOSSES TO ANYONE WHO MAY BE INJURED OR DAMAGED BY REASON OF CONTRACTOR'S WILLFUL MISCONDUCT OR NEGLIGENT PERFORMANCE OF THIS CONTRACT. DISTRICT DOES NOT WAIVE ANY OF ITS IMMUNITIES FROM LAWSUIT OR DAMAGES OR BOTH, AS PROVIDED BY THE TEXAS TORTS CLAIMS ACT, AS A PUBLIC INSTITUTION, WHETHER GRANTED BY COMMON LAW OR STATUTE AND NOTHING CONTAINED IN THE CONTRACT OR ANY ACTION REQUIRED OF THE DISTRICT BY THE CONTRACT SHALL BE INTERPRETED TO BE SUCH A WAIVER.
 17. **Force Majeure:** Neither District nor Contractor shall be held responsible for any delay or failure to perform any part of this Contract to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, public health emergency or other similar causes beyond its control and without the fault or negligence of

the delayed or non-performing party. If a party's performance is delayed for a period of thirty (30) days, the non-affected party will have the right, without liability to the other party, to terminate this Agreement. District, in its sole discretion, reserves the right to seek reimbursement or refund of any amounts paid under this Agreement or reschedule services at a time mutually agreeable to District and Contractor.

18. **Statutory Funding Out Clause:** Pursuant to Texas Local Government Code 271.903, any Contractor accepted by Birdville ISD and all contracts to be approved are subject to budgeting and appropriation of then currently available funds. See statutes for specifics or consult your legal counsel.
19. **Governing Law/Jurisdiction:** This Agreement shall be governed by the laws of the State of Texas, without regard to its principles of conflicts of laws. Venue for any dispute arising out of or related to this Agreement shall be in state district courts of Tarrant County, Texas.

The parties agree that arbitration shall not be mandated for any dispute between the parties arising out of or related to this Agreement.

20. **Background Checks:** This paragraph applies of Contractor will have direct contact with students and will have continuing duties (rather than one time only). Prior to commencing any work under this Agreement, Contractor will certify, on the form provided, that, for each employee of Contractor, and for each employee or independent contractor or contractor's subcontractors who (1) will have direct contract with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee), and (2) will have continuing duties related to the Agreement, Contractor has obtained, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Sections 153.1101 and 153.1117:
 - a. National criminal history record for information from a law enforcement or criminal justice agency for each employee or Contractor hired before January 1, 2008
 - b. National criminal history record information from the Texas Department of Public Safety for each employee of Contractor hired on or after January 1, 2008; and
 - c. National criminal history record information from the Texas Department of Public Safety for each employee or independent contractor or subcontractor during the Agreement term.

Any employee or independent contractor of a contractor or subcontractor who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085 (or any higher standard established by the District's Board of Trustees).

21. **Does Not Boycott Israel:** Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the Agreement with the District is \$100,000 or more, the Contractor represents and warrants to the District that the Contractor does not boycott Israel and will not boycott Israel during the term of the Agreement.
22. **Not Foreign Terrorist:** As required by Subchapter F, Chapter 2252, Texas Government Code, "Prohibition on Contracts With Certain Companies", Contractor verifies by its signature below that it is not a foreign terrorist organization identified on the lists prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion in the Comptroller's list, such omission or misrepresentation voids this Agreement.

23. **Does Not Discriminate Firearm Entities:** If Contractor is not a sole proprietorship, has ten (10) or more employees, and the value of Contractor's contract has a value of \$100,000 or more, Contractor certifies by submitting Contractor's contract that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Ann. Chapter 2274, and will not during the term of any contract with the District, unless excepted from that law.
24. **Does Not Boycott Energy Companies:** As required by Texas Government Code Ann. Chapter 2274, if Contractor has ten (10) or more employees, is not a sole proprietorship, and if the value of Contractor's contract has a value of \$100,000 or more, Contractor certifies by submitting Contractor's bid or proposal that it does not boycott energy companies and will not during the term of any contract with the District, unless excepted by that law.
25. **Does Not Affiliate with Abortion Providers:** Pursuant to Texas Government Code Ann. Chapter 2272, by entering into a contract with the District, the Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers, whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered into by the District is void if the Contractor has such a prohibited affiliation or contractual relationship.
26. **Confidential Information/FERPA:** During the term of this Agreement, Contractor may disclose to District confidential information and trade secrets proprietary to Contractor, including, but not limited to, systems, methods of operation, marketing and advertising procedures, internal procedures, programs, and forms. Contractor agrees it will expressly notify District if it considers specific information to be confidential or proprietary trade secrets, and that District will have no obligation to protect or otherwise limit disclosure of such information if Contractor has not notified District of that designation. District acknowledges and agrees that all such designated information is considered to be confidential by Contractor and is considered by Contractor to be the exclusive property of Contractor. District covenants and agrees that, subject to the legal requirements of the Texas Public Information Act, it shall not disclose to anyone directly or indirectly during the term of this Agreement or at any time thereafter, any such designated confidential information, nor shall it use any such confidential information nor cause such confidential information to be used for any purpose other than during District's work with Contractor. Likewise, District may be required to disclose confidential information to Contractor during the term of this Agreement including, without limitation, personally identifiable information about District's students, which is protected by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and 34 C.F.R. Part 99 or other Federal and State laws. Contractor covenants and agrees it will: comply with all legal requirements regarding the use and confidentiality of such information; maintain the confidentiality of such information; not use or release such information in violation of FERPA or other applicable laws; notify all of its employees, staff, or outside Contractors of such confidentiality and legal requirements; return such information to the District at termination of the Agreement or delete or destroy such information to District's satisfaction; and notify District in the event of any breach or inadvertent disclosure of such information immediately upon its awareness of such a breach or inadvertent disclosure. Any failure to comply with these requirements shall constitute a material breach of this Agreement and constitute good cause for termination of this Agreement at any time.
27. **Legal Construction:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision has never been contained in the Agreement.

28. **Entire Agreement:** This Agreement supersedes all previous oral and/or written agreements and constitutes the entire Agreement relating to the Contractor's provision of services to Birdville ISD. This Agreement may only be amended by mutual written consent of Birdville ISD and Contractor.

Having carefully examined the Agreement, the undersigned hereby agrees to furnish all services in accordance with the Terms and Conditions outlined hereto at the prices quoted unless noted in writing.

BIRDVILLE ISD (Order of Signatures)

Principal/Director Signature

Date

Principal/Director Printed Name

Funding Source Approval (if other than above)

Date

Director of Purchasing Signature Shelley Freeman

Date

INDEPENDENT CONSULTANT/CONTRACTOR

Contractor's Signature

Date

Contractors' Printed Name and Title

Phone Number

Contractor's Mailing Address

Email Address

Contractor's City State Zip

Contractor's Remit to Address (if different)

Contractor's City State Zip

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, 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 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.

I, the undersigned agent for the Proposer named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section. Proposer is responsible for the performance of the persons, employees and/or sub-Proposers. Proposer agrees to provide services for the Birdville ISD pursuant to this RFCSP on any and all Birdville ISD campuses or facilities. Proposer will not assign individuals to provide services at a Birdville ISD campus or facility who have a history of violent, unacceptable, or grossly negligent behavior or who have a felony conviction, without the prior written consent of the Birdville ISD Purchasing Department.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

Proposer’s Name:			
A. My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.	YES	NO	
B. My firm is not owned or operated by anyone who has been convicted of a felony.	YES	NO	
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	YES	NO	
Name of Felon(s):			
Details of Conviction(s):			
Signature of Company Official:		Date:	

NOTE: Name and signature of company official should be the same as initials on the affidavit (Form B).

MODEL SB 9 PROPOSER CERTIFICATION FORM
Criminal History Record Information Review of Certain Contract Employees

Introduction: Texas Education Code Chapter 22 requires independent contractors, contractors, and their subcontractors that provide services to a school district to obtain criminal history record information if the contractor or their employees or employees of subcontractors will have continuing duties related to contract services and direct student contact. Contractors must certify compliance with these requirements to the District. Covered employees with disqualifying convictions are prohibited from serving at a school district.

The district may not obtain criminal histories for subcontractors. The law requires each subcontractor to obtain the criminal histories of its covered employees. For more information or to setup an account, should contact the Texas Department of Public Safety's Crime Records Service at 512-424-2474.

Definitions:

Covered employees: Includes all employees of a Proposer (to include any subcontractors and/or independent Proposers) who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or c) an equivalent offense under Federal law or the laws of another state.

On behalf of _____ ("Name of Proposer"),

I First Name: _____ Last Name: _____

Certify that [check one]:

☐ None of the Proposer's employees are *covered employees*, as defined above.

Or

☐ Some or all of the Proposer's employee are *covered employees*. If this box is selected, I further certify that:

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

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

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

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

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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.

Request for Taxpayer Identification Number and Certification

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

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

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.	
	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) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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 *How to get a TIN*, later.

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

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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