



## BIRDVILLE INDEPENDENT SCHOOL DISTRICT

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Dear Independent Contractor/Consultant:

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 CONTRACTORS:** 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 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](mailto:shelley.freeman@birdvilleschools.net).

### **AGREEMENT PACKET CHECKLIST:**

✓	Document Name	Party Responsible for Completing
	Independent Contractor/Consultant Services Agreement	Contractor
	Independent Contractor/Consultant Status Questionnaire	Contractor
	Felony Conviction Notification	Contractor
	Conflict of Interest Questionnaire	Contractor
	Model SB9 Proposer Certification Form	Contractor
	W-9	Contractor

**INDEPENDENT CONTRACTOR/CONSULTANT  
SERVICES AGREEMENT**

**STATE OF TEXAS  
COUNTY OF TARRANT**

This Agreement, by and between, Birdville ISD, \_\_\_\_\_(Campus/Department Name), and \_\_\_\_\_ an independent contractor/consultant, 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. **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 Birdville ISD is incorporated and made part of this Agreement.

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

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

2. **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. 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 item that costs \$25,000 or more, regardless of whether goods or services are competitively purchased, shall require Board approval before a transaction may take place.**

3. **Funding Source:** This portion of the Agreement to be completed by Birdville ISD.

<b>Financial Remuneration (Code may not be 61XX)</b>	
<b>Consultant Fee</b>	
<b>Materials Supplies</b>	
<b>Travel and Other</b>	
<b>*Description of Other Expenses</b>	

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. The District is not responsible for mileage reimbursement;
  - a. The District does not pay overtime;
  - b. Contractor will not be paid for holidays;
  - c. Contractor may not work extra hours to make up for a holiday;
6. Upon Completion of Agreement, Contractor will submit invoice(s) to Birdville ISD, Accounts Payable Department, 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. 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.
8. Birdville ISD 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.
9. **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 licenses(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.

10. **Transportation and Incidentals:** Contractor shall furnish all transportation and personal incidentals necessary in the performance of this Agreement at Contractor's own expense.
11. **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.
12. **Immunities:** Nothing in this Agreement waives or alters any immunities provided Birdville ISD, its employees, officers, or agents, under Texas or federal law.
13. **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.
14. The parties agree that arbitration shall not be mandated for any dispute between the parties arising out of or related to this Agreement.
15. **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 contact 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).

16. As required by Chapter 2270 of the Texas Government Code, effective September 1, 2017, Contractor verifies by its signature below that it does not boycott Israel and will not boycott Israel during the terms of this Agreement.
17. Vendor 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.

18. **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.

19. **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.

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**

\_\_\_\_\_  
Principal/Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal/Director Printed Name

\_\_\_\_\_  
Funding Source Approval (if other than above)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Purchasing Signature Shelley Freeman

\_\_\_\_\_  
Date

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**INDEPENDENT CONSULTANT/CONTRACTOR**

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractors' Printed Name and Title

\_\_\_\_\_  
Contractor's Mailing Address

\_\_\_\_\_  
Contractor's Remit to Address (if different than above)

**BIRDVILLE INDEPENDENT SCHOOL DISTRICT**  
**Independent Contractor/Consultant Status Questionnaire**

This form is to be filled out by the independent contractor/consultant or subcontractor providing service unless the contract is awarded through a formal bid or proposal process as defined in Texas Education Code §44.031:

<b>Part I: Individual/Company Information</b>	
Individual/Company Name (Printed)	
Description of Services (Be specific)	
Total Estimated Value of Services to be Provided	

Part II: Questions	YES	NO
1. Have you performed substantially the same services for Birdville ISD as an employee in the past 12 months?		
2. Is it currently expected that Birdville ISD will hire you as an employee immediately following completion of your services?		
3. Are you a TRS retiree?		
4. Does Birdville ISD give specific instruction as to when (set hours), where, and how to work?		
5. Is it expected that the District will provide you with specific training on how to accomplish the project for which you are being retained? This excludes instructions given to you regarding the type of project needed by the District.		
6. Are your services available for hire to other public or private individuals or entities?		
7. Do you have the discretion to hire and fire your own assistants should you determine assistants are necessary, in the course of providing your services?		
8. Will you provide services to the District using primarily your own equipment, materials, tools and supplies?		
9. Are you responsible for paying any business expenses associated with providing your services to the District?		

<b>Part III: Signature</b>	
Printed Name of Person/Representative Providing Service	Social Security/Tax ID #
Signature of Person/Representative Providing Service	Date
Printed Name of Budget Manager	
Signature of Budget Manager	Date

<b>For District Use ONLY</b>	
Status	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Reason For Denial, if applicable:	
Printed Name Administrator	
Signature of Administrator	Date

**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.***

<b>Proposer’s Name:</b>			
A. <i>My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.</i>	YES	NO	
B. <i>My firm is not owned nor operated by anyone who has been convicted of a felony.</i>	YES	NO	
C. <i>My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:</i>	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).***

# 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:

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(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.

**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

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.)	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

	<b>Social security number</b> [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ]
	or
	<b>Employer identification number</b> [ ] [ ] - [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**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? on page 2.*

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?* on page 2 for further information.