SCOPE OF WORK

Communities In Schools of North Texas (CISNT) is requesting quotes from qualified firms and/or professionals interested in contracting with CISNT to provide Student Enrichment Services for CISNT programs. These services will be procured on an "as needed" basis with CISNT making the sole determination of need. CISNT provides afterschool and summer programming in the following ISDs: Lewisville, Denton and Little Elm. Afterschool programming is from the hours of 3:00-6:00PM for student events and/or 6:00-8:00PM for parent events. Vendors must be willing to provide services in the regions served by these districts. Summer Programming is additionally provided in the following ISDs: Lake Dallas, Northwest and Bridgeport. See below for additional criteria and areas needed:

Criteria:

- Programs must be TEKS aligned or STEAM aligned
- Lesson plans must be made available
- All providers must pass a Criminal Background Check if going to be on a school campus
- Vendor must complete a separate agreement for specific dates, times, number and total cost of services at each campus for each service or series of services to be provided at that campus.
- Ability to accommodate large groups if applicable
- Must bring ALL materials needed (speakers, cords etc… unless specified)

Areas of Need:

- Nutrition, health and cooking
- Fitness and dance (hip hop)
- Drama and productions
- Soccer, trainers, sports instructors
- Group music and art instruction
- Bullying Awareness (public speaker)
- Any other enrichment conducive to afterschool programming

SPECIFIC TERMS AND CONDITIONS

1. This proposal may be awarded to multiple vendors as determined to be the best value to Communities In Schools of North Texas. CISNT reserves the right to negotiate with any or all respondents and accept or reject any or all proposals as deemed to be in the best interest of CISNT.

2. **Length of Contract:** All respondents to this RFQ shall be from the date of award which is tentatively scheduled for January 4, 2016 through July 31, 2018, based upon the long-range needs of CISNT and mutual consent of both parties.

3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

4. The final evaluation of this proposal will be based on the following criteria: Price, reputation of vendor and vendor's services, quality of the services, extent to which the services meet CISNT's needs, vendor's past relationship with CISNT, total long-term cost to CISNT, and any other relevant factors specifically listed in this RFQ.

5. **Timetable**
    a. Release RFQ January 4, 2016, 12:00PM
    b. Deadline for Questions in writing January 13, 2016, 5:00PM
    c. Deadline for Quote Submittal January 15, 2016, 12:00PM

6. **Communications**: Contact between vendors and CISNT staff during the quote and evaluation process is prohibited and may result in disqualification. All communication shall go through the CISNT Finance Office by email to jrael@cisnt.org. Responses will be in writing.

7. **Quote Submission** **One original and one copy of the quote must be submitted in a sealed envelope** with Student Enrichment Services RFQ marked on the outside of the envelope and mailed/delivered to Communities In Schools of North Texas by January 15, 2016, 12:00PM.

8. **Acceptance**: CISNT reserves the right to accept or reject any or all submitted quotes, waive minor technicalities, and accept the offer most advantageous to CISNT.

9. Contracts for quotes will be put into effect by each campus program individually and must be signed by the vendor and the CISNT Finance Office.

10. CISNT has the right to terminate contracts for convenience, without penalty, if CISNT fails to appropriate funds, following delivery to the vendor of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

11. Transfer of contract by vendor is prohibited.

12. Invoices for services shall be provided to CISNT by the vendor no later than the first week of the month following completion of services for the previous month. Payment for services will be made by check to remittance the address provided by the vendor and will be done through purchase order with CISNTs Fiscal Agent, Lewisville ISD.

13. **CISNT/LISD and the Contractor specifically acknowledge that it is their mutual agreement and intention that the Contractor under this agreement shall not be deemed to be an employee, servant, agent, or partner with CISNT or have any relationship with CISNT other than that of Independent Contractor.**

14. **CISNT/LISD will not withhold Federal, State or Local taxes of any kind relating to payments made to Contractor for services. Contractor is responsible for, and agrees to pay all Federal, State, and Local taxes and Federal income, Social Security, and Federal Unemployment Compensation as required by law.**

15. INSURANCE: **Copies of contractor's liability insurance and worker's compensation (if applicable) certificates are required and must be maintained during such time as services are under contract.** If policy is cancelled prior to expiration date, thirty (30) day notice will be given to CISNT. This coverage does not amend, extend or alter the coverage afforded by the policies below:

Insurance Requirements:		
General Liability	General Aggregate	$1,000,000
Commercial General Liability	Personal & Adv Injury	$1,000,000
Claims Made	Each Occurrence	$1,000,000
Owner's &Contractors Prot.	Fire Damage (any one fire)	$ 50,000
	Medical Exp. (any one person)	$ 5,000
Umbrella form- Excess Liability	State limits you carry	$_____
Worker's Comp	Statutory	
And	Each Accident	$ 500,000
Employer's Liability	Disease-policy limit	$ 500,000
Disease- each employee		$ 500,000

a. The contractor shall agree to waive all right of subrogation against CISNT, its officials, employees and volunteers for losses arising from work performed by contractor.

b. The contractor shall hold CISNT harmless from and indemnify it against all liability, including attorney's fees, which may arise from and accrue directly from the performance of the services or any obligation of contractor or failure of contractor to perform any services or obligations provided for in this agreement.

c. **Awarded contractors must submit a certificate of insurance naming Communities In Schools of North Texas as an additional insured.**

16. Vendor accepts full responsibility for adhering to Senate Bill 9 requirements. At no time shall vendor have unsupervised contact with students.

17. The use of alcohol and tobacco is prohibited on school property.

18. **PLEASE ATTACH PRICING INFORMATION FOR YOUR COMPANY. IT MUST INCLUDE COST PER HOUR OR PORTION THEREOF OR COST PER PARTICIPANT FOR CLASSES OR PRESENTATION AND MINIMUM/MAXIMUM NUMBER OF PARTICIPANTS ALLOWED AT ANY PRICING LEVEL**.

19. **All materials will be provided by the vendor unless agreed upon in writing by both parties**.

20. **Travel: CISNT's preference is to have all travel included in the cost of service unless agreed upon in writing by both parties**.

21. Please list two references in the DFW area who have previously used your services, other than previous use by CISNT.

_____

Name of entity Contact Person

_____Address

Phone #

_____

Name of entity Contact Person

_____Address

Phone #

GENERAL CONDITIONS

1. Quotes shall be completed on the forms provided with the exception of vendor's pricing sheets which need to be attached. Each quote shall be placed in a separate envelope, sealed and properly identified with the quote title. Please note that the words "proposal" and "quote" may be used interchangeably throughout this packet but shall have the same meaning.

2. Quotes must be received in the Communities In Schools of North Texas Finance Department office ***by 12:00PM on the date specified***. **DO NOT FAX/EMAIL YOUR QUOTE!** Communities In Schools of North Texas may also be referred to herein as CISNT.

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

3. Services shall be provided during normal program hours, unless alternate times are negotiated for specific events and provided in writing as part of each contract.

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

5. Communities In Schools of North Texas reserves the right to accept or reject any or all proposals, accept or reject any part of any quote, waive minor technicalities and to accept the quote or quotes that are determined to be the best value for CISNT.

6. All items and services being quote must conform to all appropriate local, state, and federal laws, ordinances, and regulations as well as CISNT Board policies.

7. IT IS TO BE UNDERSTOOD THAT THE VENDOR, IF AWARDED AN ORDER OR CONTRACT, AGREES TO PROTECT, DEFEND, AND HOLD HARMLESS COMMUNITIES IN SCHOOLS OF NORTH TEXAS AND ITS OFFICIALS AND EMPLOYEES FROM ANY SUITS OR DEMANDS FOR PAYMENT THAT MAY BE BROUGHT AGAINST COMMUNITIES IN SCHOOLS OF NORTH TEXAS AND ITS OFFICIALS AND EMPLOYEES FOR THE USE OF ANY PATENTED MATERIAL, PROCESS, ARTICLE, OR DEVICE THAT MAY ENTER INTO THE MANUFACTURE AND/OR CONSTRUCTION OR FROM A PART OF THE WORK COVERED BY EITHER ORDER OR CONTRACT AND, VENDOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS COMMUNITIES IN SCHOOLS OF NORTH TEXAS AND ITS OFFICIALS AND EMPLOYEES FROM SUITS OR ACTIONS OF EVERY NATURE AND DESCRIPTION BROUGHT AGAINST IT FOR, OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PARTY OR PARTIES BY, OR FOR ANY OF THE ACTS OF THE VENDOR, HIS EMPLOYEES, SERVANTS OR AGENTS.

8. It is **not** the policy of CISNT to purchase on the basis of low price alone. In evaluating quotes submitted and per the Texas Education Code §44.031(b), the following considerations shall be taken into account to determine the best value for CISNT.

   a. the purchase price;
   b. the reputation of the vendor and of the vendor's goods or services;
   c. the quality of the vendor's goods or services;
   d. the extent to which the goods or services meet CISNT's needs;
   e. the vendor's past relationship with CISNT
   f. the impact on the ability of CISNT to comply with laws and rules relating to historically underutilized businesses;
   g. the total long-term cost to CISNT to acquire the vendor's goods or services;

h. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
   (A) has its principal place of business in this state; or
   (B) employs at least 500 persons in this state; and
i. any other relevant factor specifically listed in the request for quotes and proposals.

9. Contact between vendors and CISNT personnel or officials during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact CISNT personnel or officials may result in disqualification. All communications shall go through CISNT Finance Department during this competitive process.

16. Any contract awarded will be done in the best interest of Communities In Schools of North Texas. Additional information regarding contract award may be found in Specific Terms and Conditions Item #1.

18. The Communities In Schools of North Texas shall not be liable for non-funding of a contract.

19. Vendors not responding appropriately to Quote Requests or Requests for Proposals will be deleted from CISNT's vendor list and will not be reinstated unless specifically requested by the vendor and approved by CISNT.

20. All vendors must execute the "Felony Conviction Notification", "Vendor's Certificate", "Debarment or Suspension Certification Form", "Certification Regarding Lobbying", "Clean Air & Water Act Form", "Conflict of Interest Questionnaire", "W-9 Form". The name of the company representative on these forms should be the same, and must be an individual in a position with actual authority to bind the company submitting the quote.

21. Quote results and recommendations will be presented to Communities In Schools of North Texas Board for approval at the earliest reasonable opportunity following the quote/proposal opening if $20,000 or greater.

22. It is the policy of Communities In Schools of North Texas not to discriminate on the basis of sex, disability, race, color, or national origin in its educational programs and/or activities, nor in its employment practices.

23. The vendor shall not sell, assign, transfer, or convey any contract resulting from this proposal, in whole or part, without prior written consent from CISNT. Any such consent shall not relieve the vendor of liability in the event of default by the assignee.

24. Awarded contracts may not be exclusive and may be awarded to multiple vendors. CISNT may issue multiple quotes or requests for proposals in order to seek additional vendors for the same time period, in the best interest of CISNT.

25. <u>CERTIFICATION:</u> By signing this proposal the vendor certifies and warrants that:

   a. The vendor has not paid, or agreed to pay, any person or entity, other than vendor's bona fide employees, a fee, percentage, commission or brokerage resulting from the award of any contract resulting from this quote. For breach or violation of this warranty, CISNT shall have the right in addition to any other right or rights to cancel a resulting contract without liability and to deduct or otherwise recover the full amount of such fee, percentage, commission or brokerage.
   b. The prices in this quote have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices, with any other vendor or potential vendor.

26. <u>ERRORS OR OMISSIONS</u>: CISNT is not responsible for any vendor's errors or omissions.

27. <u>CONFIDENTIAL INFORMATION</u>: If a vendor believes that a quote, proposal, offer, or specification contains information that should be withheld from public disclosure, a conspicuous statement advising CISNT of the alleged confidentiality must be attached and noted on page one and on each and every page believed to contain confidential information. CISNT is bound by the Texas Public Information Act and shall in no event be liable to any vendor for release of information in accordance with the Texas Public Information Act.

STANDARD TERMS AND CONDITIONS

1. CONTRACT AND PURCHASE ORDERS: Submitting a response to this Quote Document is an offer by vendor to contract with Communities In Schools of North Texas based upon the Specifications and the Standard Terms and Conditions and other information contained in this Quote Document. A proposal or quote does not become a contract with CISNT unless and until the offer is accepted by CISNT (including approval by CISNT Board of if necessary) through execution of a separate contract after acceptance by CISNT. If CISNT and vendor enter into a contract by the method discussed above, the following standard terms and conditions shall apply. If CISNT and vendor do not enter into a contract as discussed above, these Standard Terms and Conditions shall not apply.

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

   Payment for services shall be provided through Purchase Order following completion of services and an invoice for completed services is provided to CISNT. Checks for services will be mailed to vendors from CISNT's Fiscal Agent Lewisville Independent School District.

2. CONTRACT MODIFICATION: No modification of this contract shall bind CISNT unless a written contract amendment is executed by CISNT and vendor.

3. GRATUITIES: CISNT may, by written notice to the vendor, cancel this contract without liability to CISNT if it is determined by CISNT that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the vendor, or any agent, or representative of the vendor, to any officer or employee of Communities In Schools of North Texas with a view toward securing a contract or an order or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such a contract or order. In the event this contract is canceled by CISNT pursuant to this provision, CISNT shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurrent by the vendor in providing such gratuities.

4. ASSIGNMENT-DELEGATION: No right or interest in this contract shall be assigned by vendor without the written permission of CISNT, and no delegation of any duty of vendor shall be made without written permission of CISNT. Any attempted assignment or delegation by vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

5. ASSIGNMENT-CLAIMS: Vendor and Communities In Schools of North Texas recognize that in actual economic practice overcharges resulting from anti-trust violations are borne by CISNT. Therefore, vendor hereby assigns to CISNT the right to pursue any and all claims for such overcharges.

6. ADVERTISING: If awarded the contract, vendor shall not advertise or publish, without CISNT's prior written consent, the fact that CISNT has entered into this contract, except to the extent necessary to comply with proper requests for information as required by law.

7. LIENS: All goods delivered and labor performed under this contract shall be free of all liens, and if CISNT requests, a formal release of all liens will be delivered to CISNT.

8. INDEMNIFY: VENDOR AGREES TO INDEMNIFY AND HOLD CISNT HARMLESS FROM ANY DAMAGE OR EXPENSE WHATSOEVER RESULTING TO CISNT FROM ANY AND ALL CLAIMS AND DEMANDS ON ACCOUNT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT IN CONNECTION WITH THE MANUFACTURE OF USE OF ANY SERVICE/PRODUCT INCLUDED IN THIS CONTRACT. UPON WRITTEN REQUESTS VENDOR WILL DEFEND, AT ITS OWN COST AND EXPENSE, ANY LEGAL ACTION OR SUIT AGAINST CISNT INVOLVING ANY SUCH ALLEGED PATENT INFRINGEMENT, AND WILL PAY AND SATISFY ANY AND ALL JUDGEMENTS OR DECREES RENDERED IN ANY SUCH LEGAL ACTIONS OR SUITS. VENDOR WILL INDEMNIFY COMMUNITIES IN SCHOOLS OF NORTH TEXAS AGAINST ALL CLAIMS FOR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM DEFECTS IN MATERIALS OR WORKMANSHIP.

9. REMEDIES AND APPLICABLE LAWS: This contract shall be governed by Communities In Schools of North Texas policies and CISNT and vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State or CISNT. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. This contract shall be governed by the laws of the State of Texas, and disputes pertaining to this contract may be brought only in the courts of the State of Texas in Denton County.

10. CONFLICT OF INTEREST: This contract is subject to cancellation by CISNT if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Communities In Schools of North Texas, is at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

11. FORCE MAJEURE: Neither party shall be held responsible for losses resulting if the fulfillment of any terms or conditions of this contract are delayed or prevented by a cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.

12. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give a written assurance of his/her intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

13. INTERPRETATION-PAROLE EVIDENCE: This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

14. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal laws and Texas laws and regulations and is subject to termination by Communities In Schools of North Texas, including termination for non-availability of funding and for prepayment, without penalty.

15. CHOICE OF LAW: The parties hereby agree that this contract was negotiated, made and entered into in the State of Texas and under the laws of the State of Texas.

16. INFRINGEMENT: Vendor agrees to protect and defend Communities In Schools of North Texas from claims involving infringement.

17. REMEDIES FOR NON-PERFORMANCE OF CONTRACT AND TERMINATION OF CONTRACT FOR CAUSE: If the vendor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the vendor must supply the same products or services contracted from other sources at the contract price. The vendor's refusal or delay in satisfying this provision will constitute a material breach of contract, whereupon CISNT may terminate the contract for cause as provided herein.

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

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

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

(a) The vendor's failure to adhere to any of the provisions of the General Conditions and Standard Terms and Conditions contained in this Request for Proposals.

(b) The vendor delivering any service(s) that fails to meet the Specifications relating to the contracted service(s).
(c) The vendor delivering any substitution(s) of service(s) different than those originally quote and awarded without the prior written approval of CISNT.
(d) Vendor's noncompliance with any additional terms, conditions, or instructions contained in a separate contract or contained in any individual Purchase Order issued by CISNT.

18. ORDER OF PRECEDENCE: In the event of conflict between documents, the following order of precedence shall prevail: 1) terms and conditions set forth in a separate written contract by CISNT, if applicable, 2) the Standard Terms and Conditions contained herein, 3) provisions set forth in the specifications as well as any addenda thereto, 4) any other terms, conditions, or instructions contained in each individual purchase order, if applicable, 5) the general quoting instructions to vendors, including the General Conditions; and 6) vendor's response to the Quote.

19. EXTENSION/NON-APPROPRIATIONS CLAUSE: This contract shall be as listed in the Specific Terms and Conditions, #2, provided however, at the sole option of CISNT, upon CISNT giving vendor written notice of the intention to renew not later than the expiration of the then current term, provided that at the time CISNT gives written notice of renewal the vendor is not in default and the contract has not been terminated.

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

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

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

FORM A

FELONY CONVICTION NOTIFICATION

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

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

This Notice is Not Required of a Publicly-Held Corporation

CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES

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

Except as otherwise provided herein, Contractor will obtain and certify in writing, before work begins, and at least annually, that the Contractor has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Contractor or a Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on district's property where students are regularly present or at another location where students are regularly present. Should a full and complete criminal background check exceed $10 the contractor shall assume all expenses associated with the background checks and shall immediately remove any employee or agent who was convicted of, received probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from CISNT/district's property or other location where students are regularly present. CISNT shall determine what constitutes "moral turpitude" or "a location where students are regularly present."

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

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

Please complete the information below:

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

Vendor's Name:_____

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

_____

A. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official:_____Date:_____

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

Name of Felon(s):_____

Details of Conviction(s):_____

_____

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

C. My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official:_____Date:_____

Please print and complete for any individual that will be on a school campus providing program services to students.

I, _____, give Communities In Schools of North Texas permission to use the personal information to run my criminal background check. I understand that the results of the background check can impact my ability to contract with CISNT.

Personal Home Address: _____

Any Previous Name (Maiden, etc): _____

Date of Birth: _____/_____/_____
MM/ DD/ YEAR

_____ _____
Signature Date

FORM B

VENDOR'S CERTIFICATION

Texas Government Code Chapter 2252 relates to quotes by nonresident contractors. The pertinent portions of the Act are as follows:

Section 2252.001(3) "Nonresident vendor" refers to a person who is not a resident.

Section 2252.001(4) "Resident vendor" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 2252.002, as amended by H.B. 3648, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT VENDOR. A governmental entity may not award a governmental contract to a nonresident vendor unless the nonresident underquotes the lowest quote submitted by a responsible resident vendor by an amount that is not less than the greater of the following: (1) the amount by which a resident vendor would be required to underquote the nonresident vendor to obtain a comparable contract in the state in which the nonresident's principal place of business is located; or (2) the amount by which a resident vendor would be required to underquote the nonresident vendor to obtain a comparable contract in the state in which a majority of the manufacturing relating to the contract will be performed."

Section 2252.002, as amended by H.B. 1050, 83rd Legislature (2013 Regular Session): "AWARD OF CONTRACT TO NONRESIDENT VENDOR: A governmental entity may not award a governmental contract to a nonresident vendor unless the nonresident underquotes the lowest quote submitted by a responsible resident vendor by an amount that is not less than the amount by which a resident vendor would be required to underquote the nonresident vendor to obtain a comparable contract in: (1) the state in which the nonresident's principal place of business is located; or (2) a state in which the nonresident is a resident manufacturer."

I certify that _____ is a
(Company Name)

Resident Vendor of Texas as defined in Texas Government Code Section 2252.001.

Signature_____

Print Name_____

I certify that _____ is a
(Company Name)

Nonresident Vendor of Texas as defined in Texas Government Code Section 2252.001 and

(1) our principal place of business is:

_____
(City and State)

(2) a state in which we are a resident manufacturer:

_____
(State)

(3) the state in which a majority of the manufacturing relating to the contract will be performed:

_____
State)

Signature_____

Print Name_____

FORM C

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of $25,000. Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this vendor:

- Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (§_.36).

Vendor Name:_____

Vendor Address:_____

_____

_____

Vendor Telephone:_____

Authorized Company Official's Name:_____
(printed)

Signature of Company Official:_____

Date:_____

FORM D

Certification Regarding Lobbying

Applicable to Grants, Sub-Grants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

_____

Name/Address of Organization

_____

Name/Title of Submitting Official

_____ _____

Signature Date

FORM E

Clean Air & Water Act

I, the Proposer, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Proposer Name

Title of Authorized Representative

Mailing Address

Signature

FORM F

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 in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by 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?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

FORM G

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

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

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

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

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

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

Cat. No. 10231X Form **W-9** (Rev. 8-2013)

FORM G (page 2)

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exemptions

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

FORM G (page 3)

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

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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

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

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

FORM G (page 4)

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

Privacy Act Notice

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

FORMS CHECKLIST COMPLETION

- ☐ Completed – Felony Conviction Notification - Form A
- ☐ Completed – Vendor's Certification – Form B
- ☐ Completed – Debarment or Suspension Certification Form – Form C
- ☐ Completed - Certification Regarding Lobbying - Form D
- ☐ Completed - Clean Air & Water Act – Form E
- ☐ Completed – Conflict of Interest Questionnaire (CIQ) – Form F
- ☐ Completed – W-9 – Request for Taxpayer Identification Number – Form G