

LAMPASAS INDEPENDENT SCHOOL DISTRICT

INVITATION TO BID

DATE: June 25, 2026

BID NAME: MAINTENANCE/TRANSPORTATION

BID NO: 26-002

Sealed bids will be received in the office of Traci Shaughnessy, Purchasing Coordinator, Lampasas Independent School District, 207 West 8th Street, Lampasas, Texas 76550, until 2:00 p.m., Wednesday, July 22, 2026, for

**PARTS/SUPPLIES/EQUIPMENT/OIL-LUBRICANTS/SERVICE/SOFTWARE
for the following categories**

MISC MAINTENANCE
JANITORIAL
ELECTRICAL
PLUMBING
HVAC
GROUND MAINTENANCE & LANDSCAPING

TOOLS & EQUIPMENT
SAFETY
BUILDING HARDWARE
MISC TRANSPORTATION
AUTO, BUS, TRACTOR

Bids must be submitted on the Bid Form provided and must be received no later than the bid opening date and time specified above. Any bid received later than the specified time, whether delivered in person or mailed, shall not be considered. Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified bids received on time will be opened publicly, will be read aloud, and tabulated. Bidders are invited to be present at the bid opening.

Mail bids to: Traci Shaughnessy
Purchasing Coordinator
Lampasas Independent School District
207 West 8th Street
Lampasas, Texas 76550

Bid envelopes must be plainly marked on the outside as follows:

SEALED BID - DO NOT OPEN

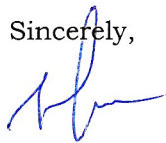
BID: MAINTENANCE/TRANSPORTATION

BID NO: 26-002

BID DUE DATE: July 22, 2026, at 2:00 p.m.

Bids may be submitted for more than one category. The District reserves the right to reject any or all bids received and to accept any bid deemed most advantageous to the District and to waive any irregularities or formalities in bidding.

Sincerely,



Shane Jones
Chief Financial Officer

LAMPASAS INDEPENDENT SCHOOL DISTRICT

INSTRUCTIONS TO BIDDERS

1. Before submitting a proposal, all bidders shall familiarize themselves with all contract documents, including Invitation to Bid, Instructions to Bidders, General Conditions, Responsibilities of Vendors and Manufacturers, Specifications and Bid Form, Deviations Form, Felony Conviction Notification and Vendor Certifications Form. Form W-9 and Conflict of Interest Form (if applicable).
The bidder shall then complete and return all forms as specified in the Invitation to Bid.
2. All bidders shall familiarize themselves with the existing conditions in the material and labor markets. The fact that a bid is submitted will be construed by the Lampasas Board of Trustees to indicate that the bidder agrees to carry out the furnishing of supplies, equipment, awards, service and software in full accordance with the specifications and other contract documents, notwithstanding existing conditions.
3. Bids must be submitted on the "Specifications and Bid Form" only with all information called for included. Bids shall be endorsed with the names of the bidders for bid proposal and enclosed in a sealed envelope, clearly marked **MAINTENANCE /TRANSPORTATION, BID NO. 26-002**. They may be addressed or delivered in person to the office of Traci Shaughnessy, Purchasing Coordinator, 207 West 8th Street, Lampasas, Texas 76550, prior to the July 22, 2025, bid opening at 2:00 p.m. Vendors and/or Agents are welcome to attend the bid opening.

The proposals are to be submitted and signed in longhand on the "Specification and Bid Form." Failure to comply with this instruction could be cause for disqualification of the bid. Any change in the wording of the "Specifications and Bid Form" could be cause for disqualification of the bid. No bidder may withdraw his bid within the sixty (60) day period following the actual date of the bid opening without written approval.

4. Bids which are not signed by individuals making them shall have attached thereto a Power of Attorney evidencing authority to sign the bid in the name of the person for whom it is signed.
5. Bids which are signed for a partnership shall be signed by all partners or by an attorney in fact. If signed by an attorney in fact, there shall be attached to the bid a Power of Attorney evidencing authority to sign the bid executed by the partners.
6. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officers of the corporation manually written below the corporate name following the word "by _____."
7. Bid offering shall be firm for a period of sixty (60) days from opening date, and no bids may be withdrawn without written approval. The District shall have the right to accept or reject any and/or all bids; to make awards for individual items as may appear advantageous to the District; and the right to waive all formalities in bidding is reserved.
8. Bids must show the percentage of discount off catalog, wholesale price, retail price, or list price reference. **ALL BID PRICES MUST BE QUOTED WITH TRANSPORTATION F.O.B. DESTINATION**, unless otherwise specified. Amendments to bids, once filed, may be submitted in a sealed envelope only, and properly identified, prior to opening hour. Bids will represent a true and correct statement and shall contain no cause for claim of

omission or error. If request for withdrawal of bid is allowed based on proof of mechanical error, bidder will be removed from approved bid list for one year.

9. If a vendor contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or contract documents, he may submit a written request for an interpretation thereof to the office of Traci Shaughnessy Purchasing Coordinator, 207 West 8th Street, Lampasas, Texas, 76550.

Each person submitting a written request for an interpretation will be responsible for its prompt delivery at least ten (10) days prior to the bid due date. Any interpretation of the proposed documents will be made by addendum only, duly signed, and a copy of such addendum will be mailed or delivered to each person receiving a set of bid documents. The Lampasas Independent School District will not be responsible for any other explanation or interpretation of the proposed documents.

10. The Lampasas Independent School District is exempt from taxation under the Sales Tax and Use Tax Laws, and the bidder shall not include such taxes. Excise tax exemption certificates will be furnished by the Lampasas Independent School District for all items designated in the bids as requiring such certificates. The vendor agrees to protect the school district from recourse and all claims arising from patent and copyright infringement.
11. Bidder's attention is called to the statutory requirements of the State of Texas relative to licensing of corporations organized under the laws of any other state.
12. The Lampasas Independent School District reserves the right to reject any bid, in whole or in part or all bids in their entirety, and to waive any formalities if it is in the best interest of the District to do so and not in violation of any statute.

LAMPASAS INDEPENDENT SCHOOL DISTRICT

GENERAL CONDITIONS

1.0 SCOPE OF BID

1.1 It is the intention of Lampasas Independent School District to enter into a contract for **PARTS/SUPPLIES/EQUIPMENT/OIL-LUBRICANTS/SERVICE/SOFTWARE** for the following categories

MISC MAINTENANCE	TOOLS & EQUIPMENT
JANITORIAL	SAFETY
ELECTRONIC	BUILDING HARDWARE
PLUMBING	MISC TRANSPORTATION
HVAC	AUTO, BUS, TRACTOR
GROUND MAINTENANCE & LANDSCAPING	

1.2 This bid is in nine (9) parts: Invitation to Bid; Instruction to Bidders; General Conditions; Responsibilities of Vendors and Manufacturers; Specifications and Bid Form; Deviations Form; Felony Conviction Notification and Vendor Certifications Form; Form W-9 and Conflict of Interest Questionnaire (if applicable).

1.3 The contract period of this bid shall be from time of acceptance by Lampasas Independent School District, August 4, 2026 through August 31, 2027, or until another bid takes its place. The percentage discount quoted is to be firm for the duration of the contract period. Items will be ordered on an "as needed" basis.

2.0 CONDITIONS OF AGREEMENT

The Conditions of Agreement consist of the following, and in the event of conflicting provisions, the order of importance is given below:

- Invitation to Bid
- Instructions to Bidders
- General Conditions
- Responsibility of Vendors and Manufacturers
- Specifications and Bid Form
- Deviations Form
- Felony Conviction Notification and Vendor Certifications Form
- Form W-9
- Conflict of Interest Questionnaire (if applicable)

3.0 APPLICABILITY

These conditions are applicable and form a part of all contract documents and a part of the terms of all purchase orders for items included in the specifications and bid forms issued herewith.

4.0 PRICE LIST REQUIREMENT

Where applicable, current catalog and/or complete price list from which the offered prices were obtained must accompany the bid. The successful bidders shall supply catalogs or price lists to the Administration Office within 30 calendar days after bidders have been notified. Subsequent catalog price or list price schedule changes will not be effective until receipt of new catalogs/price list from the supplier to the Administration Office. The successful bidders shall provide updated catalog/price schedules at least 10 days prior to the effective date of their beginning use.

5.0 DISCOUNT

All prices are to be lowest and best price. Vendor shall offer a percentage discount off catalog, wholesale price, retail price, list price, or price list reference. This discount will be subtracted from the catalog price, wholesale price, retail price, list price, or price list, listed to obtain the price offered to the district. **This price must include all freight, shipping and handling charges. All bid prices must be quoted F.O.B. DESTINATION, unless otherwise specified.**

When invoicing Lampasas ISD, it is recommended that the discount be noted on the invoice.

6.0 BID SUBMITTAL

Bids shall be submitted on the enclosed bid form. If a bid is being submitted for more than one category, and the same discount terms apply for each bid category, one bid form can be submitted with each appropriate category listed on the "Specification and Bid Form". If the discount terms differ from one category to another, submit a bid form for each category.

Any bid received later than the specified time, whether delivered in person or mailed, shall be disqualified and will be returned to the vendor unopened. It shall be the responsibility of the bidder to deliver the bid to the office of the Purchasing Coordinator at the Administration Office before the bid date and opening time.

Sealed bids **ONLY** are accepted. Faxed bids will not be accepted by the Lampasas Independent School District since the fax process does not provide for the delivery of a sealed bid.

The Administration Office is located at 207 West 8th Street, Lampasas, Texas, 76550. The Lampasas Independent School District will not be responsible for delivering mail to the Administration Office from the Post Office. Vendors are advised to hand deliver all bids to the Administration Office well in advance of the bid opening time.

7.0 BID OPENING

The time and place of bid opening may be changed. We will attempt to notify bidders by facsimile, telephone, e-mail or registered mail. Also, notice will be posted on the door of the Administration Building, 207 West 8th, Lampasas, Texas.

8.0 SPECIFICATIONS

The bidder shall note in writing any deviations from the specifications and shall submit those changed specifications on the Bid Deviations Form included in the bid packet.

9.0 BID ERRORS

All bids shall be deemed final, conclusive, and irrevocable, and no bid shall be subject to correction or amended for errors or miscalculations by the bidder after the bid opening date.

10.0 TYPED

The bid must be typed or written in ink on the bid form.

11.0 DELIVERY REQUIREMENTS

The vendor shall complete delivery of all supplies, equipment and/or parts ordered within 30 days of issuance of the purchase order unless mutually agreed otherwise. In case of delays or default of the vendor, the district reserves the right to cancel the purchase order and to purchase the item from another vendor.

Deliveries are to be made to Lampasas Independent School District, 1309 North McLean, Lampasas, TX 76550, unless otherwise specified. The purchase order will state the delivery site. **The "purchase order number" and the "ship to" information must be listed on the packing slip.** The package label shall include the "ship to" information listed on the purchase order.

12.0 EVALUATION OF QUALIFIED BIDS

In evaluating qualified bids, the following considerations will be taken into account for award recommendations: price; overall quality and value to the District; insurance coverage safety; suitability for the intended use; vendor's service; parts availability and delivery capabilities; warranty; and warranty service history. It is not the policy of the District to purchase on the basis of low bid alone.

12.1 If prices are determined by a confidential price list or by computer price printout, such list must be submitted with your bid, clearly identified by date or number code. Copies of this list are to be distributed free of charge by the successful bidder to all schools/departments within thirty (30) days after notification of award.

12.2 Bidders are to give percentage discounts from catalog prices. Discount is to be firm until August 31, 2027, or another bid is issued, whichever comes first.

13.0 CONTRACT

Contracts for purchase will be put into effect by means of a purchase order(s) executed by the District.

13.1 DISCLAIMER INDEMNITY AND HOLD HARMLESS CLAUSE

The Lampasas Independent School District will not allow any sales contract, invoice, or any other written agreement that in any way will infer that there is a "Disclaimer, Indemnity or Hold Harmless Clause" which attempts to move the liability of any purchased item from the manufacturer and/or distributor to the school district. The manufacturer and/or distributor in placing a bid for these products fully understands that the L.I.S.D. does not in any way assume any of the manufacturer's responsibility by any means including documents with such written statements unknowingly accepted by the Lampasas I.S.D. personnel. The school district will not assume the burden of defending itself against lawsuits and shouldering the burden of expenses and/or judgments entered against manufacturers.

14.0 TERMS OF PAYMENT

Funds for completed contracts concerning this bid will be available within thirty (30) days of delivery or installation and acceptance by the District.

A signed and completed form W-9, Request for Taxpayer Identification Number and Certification; Felony Conviction Notification and Vendor Certifications Form; and Conflict of Interest Questionnaire (if applicable) is due when the bid is submitted.

15.0 INSPECTION REQUIREMENTS

Final inspection shall be made at the site after delivery. In case of rejection of equipment and supplies because of failure to meet contract requirements, the vendor shall promptly remove such rejected or damaged supplies and replace it by delivering to the same inspection point,

supplies which meets the contract requirements without any additional expense to the owner for freight or other charges, unless prior arrangements are approved by Lampasas ISD Business Office.

16.0 INVOICING

No additional charge to the bid price shall be made by the vendor for delivering, placing, or invoicing equipment or supplies. The delivery by vendor shall be accompanied by a commercial invoice on the vendor's regular invoice form.

17.0 OWNER

"Owner" and "District" and "the L.I.S.D." shall mean the Lampasas Independent School District, Lampasas, Texas.

18.0 OWNER'S RIGHT

The District reserves the right to accept or reject any and all bids, to award the contract for any item as it may appear advantageous to the District, and to waive any formalities or irregularities in the bidding process. In case of tie bids, the Owner reserves the right to award the contract to any or either tie bidder as it deems appropriate.

19.0 CONDITION OF BID ITEMS

All items bid must be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated on bid.

20.0 CANCELLATION/OPEN MARKET PURCHASE

The District reserves the right to cancel the entire contract immediately and/or buy in the open market at the current price and charge the difference between the price so paid and the bid price to the vendor in the event any item is not delivered according to specifications and/or awarded bid price; brands of merchandise other than brand names on the bid are delivered without prior approval of the Purchasing Coordinator; or orders are not delivered within the specified period of time.

21.0 FAILURE TO COMPLY

Failure to submit specified information or comply with the provisions of these bid documents may be sufficient grounds for rejection of bid.

22.0 LIQUIDATED DAMAGES

If the successful bidder fails to deliver or defaults on this contract within the time specified in the contract, the vendor shall pay, at the option of L.I.S.D., to the district as liquidated damages \$150.00 per deliverable. Bidder agrees that this is a reasonable cost to compensate L.I.S.D. for time and effort involved in procuring replacement products, goods, or services, which cost would be difficult, if not impossible, to compute with certainty, and does not constitute a penalty. Assessment of liquidated damages does not preclude L.I.S.D. from seeking and obtaining other remedies as set forth in this solicitation or any other remedy at law or in equity.

LAMPASAS INDEPENDENT SCHOOL DISTRICT

RESPONSIBILITIES OF VENDORS AND MANUFACTURERS

1. The responsibility for compliance with these equipment/materials specifications shall be with the vendors and manufacturer.
2. Vendors and/or manufacturers are expected to provide prompt service that is due under warranty. Past performance in these areas is a definite factor in awarding of these contracts. New equipment/materials shall be delivered complete, ready for operation/use to:

Lampasas Independent School District - Warehouse
1309 McLean St
Lampasas, Texas 76550

Written notification of delivery date is to be sent to:

Traci Shaughnessy
Purchasing Coordinator
Lampasas Independent School District
207 W. 8th Street
Lampasas, Texas 76550
shaughnessyt@lisdtx.org

LAMPASAS INDEPENDENT SCHOOL DISTRICT

SPECIFICATIONS AND BID FORM

BID NAME: MAINTENANCE/TRANSPORTATION

BID NO: 26-002

Lampasas Independent School District
207 West 8th Street
Lampasas, Texas 76550

I, or we, have carefully read the Instructions to Bidders, General Conditions, Notice to Bidders, Responsibility of Vendors and Manufacturers, Specifications and Bid Form, Deviations Form, Felony Conviction Notification and Vendor Certifications Form, Form W-9 and Conflict of Interest Questionnaire and do hereby agree to enter into a contract with said Lampasas Independent School District.

This contract shall be based upon prices from catalog, wholesale price, retail price, list price, or price list less the discount offered by the vendor. Multiple bids will be awarded for each bid category. The discount proposals selected will be made available to the maintenance and transportation department to order their parts, supplies, and equipment. They will be allowed to order from the supplier of their choice. However, if all considerations are equal, then the Administration strongly suggests ordering from the lowest cost supplier.

Completing this bid may make you eligible to provide services and or goods for any of the categories below.

SUPPLIES/EQUIPMENT/PARTS/OIL-LUBRICANTS/SERVICE/SOFTWARE

- MISC MAINTENANCE
- JANITORIAL
- ELECTRICAL
- PLUMBING
- HVAC
- GROUND MAINTENANCE & LANDSCAPING
- TOOLS & EQUIPMENT
- SAFETY
- BUILDING HARDWARE
- MISC TRANSPORTATION
- AUTO, BUS, TRACTOR

1. Check the item categories for which you would like to be considered an approved vendor and list amount of percentage of discount for each item category (Parts, Supplies, etc.) you are bidding catalog, wholesale, retail, or other pricing,

<u>Item Category</u>	<u>Catalog Price</u>	<u>Wholesale Price</u>	<u>Retail Price</u>	<u>Other Pricing</u>
____ Parts	____%	____%	____%	____%
____ Supplies	____%	____%	____%	____%
____ Tools & Equipment	____%	____%	____%	____%
____ Oil-Lubricants	____%	____%	____%	____%
____ Service (i.e. Repair)	____%	____%	____%	____%
____ Software	____%	____%	____%	____%
____ Other: _____	____%	____%	____%	____%

which INCLUDES ALL FREIGHT, SHIPPING, AND HANDLING CHARGES, FOB DESTINATION.

If your bid does not include freight, shipping, and handling charges as part of the discount, please give a detailed explanation on the "**DEVIATION FORM**" provided.

2. Is your period of discount offering firm from August 4, 2026 until August 31, 2027?
Yes ____ No ____ If no, give explanation:

3. What is the title and published date of the catalog or price list from which pricing is to be obtained and on which percentage discount is offered?

4. When will your next catalog or price list be published? Month _____ Year _____

5. Does your company have freight, shipping and handling charges and/or hidden charges?
Yes ____ No ____

If yes, how much and give clear explanation of charges on the "Deviation Form" provided in bid packet.

Days required for delivery:

_____ General Delivery
_____ Custom/Special Delivery

7. Who is our sales representative?

Name: _____
Telephone: _____ Fax: _____
E-mail Address: _____

8. Address to send Purchase Orders:

Attention: _____
Address: _____
City/State/Zip: _____

***Provide an e-mail address to which the Purchaser can e-mail a purchase order:**

9. Non-collusion Statement

The Undersigned Affirms That They Are Duly Authorized To Execute This Contract, That This Company, Corporation, Firm, Partnership Or Individual Has Not Prepared This Bid In Collusion With Any Other Bidder, and That The Contents Of This Bid As To Prices, Terms Or Conditions Of Said Bid Have Not Been Communicated By the Undersigned Nor By Any Employee Or Agent To Any Other Person Engaged In This Type Of Business Prior To The Official Opening Of This Bid.

Name of Firm: _____

Address: _____

Phone: _____ Fax: _____

Bidder's Printed Name: _____

Bidder's signature _____

The Above Information Must Be Completed In Full and Signed

LAMPASAS INDEPENDENT SCHOOL DISTRICT

DEVIATIONS FORM

BID NAME: MAINTENANCE/TRANSPORTATION VENDORS

BID NO: 26-002

In the event that the undersigned Bidder intends to deviate from the specifications by utilizing any materials, items, treatments, finishes, construction, etcetera, contrary to those listed as standards in the specifications and information being attached here to, all such deviations are listed here on, with complete and detailed specifications and information being also attached. In the absence of any entry on the Deviations Form, then the Bidder assures the Buyer of their full compliance with the specifications and conditions.

- ***Please Note: This Deviations Form must be submitted with your Bid Form even if you do not plan to deviate from the product specifications included in your Bid Packet.***

Approved

Disapproved

Submitted for Consideration

Buyer: LAMPASAS ISD

Bidder: _____

Signature: _____

***Signature:** _____

Title: Purchasing Coordinator

Title: _____

****Signature is required if you deviate from the specifications.***

Lampasas Independent School District Felony Conviction Notification and Vendor Certifications

Felony Conviction Notification

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

Furthermore, Section 44.034(b) states that 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.

Lastly, Section 44.034 (c) states that this section does not apply to a publicly held corporation.

- () My firm is a publicly held corporation, therefore this requirement is not applicable.
- () My firm is not owned nor operated by anyone who has been convicted of a felony.
- () My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name: _____

Description of conduct resulting in a felony: _____

Name: _____

Description of conduct resulting in a felony: _____

Name: _____

Description of conduct resulting in a felony: _____

Vendor Certifications: Texas Senate Bill 252 and Texas House Bill 793

Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. (Texas Gov't Code, Section 2252.152 and 2252.153)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more fulltime employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, the certification below is not required.

The vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of any contract. For purposes of any contract, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Texas Gov't Code Section 2270.001)

Vendor Name: _____

Address: _____

Number & Street

City / State / Zip

I, the undersigned agent for the firm named above, certify that the information concerning notification of felony conviction has been received by me and that the information furnished above is true to the best of my knowledge. I also certify that the vendor certifications above are true to the best of my knowledge.

Authorized Company Official's Name / Title: _____

Date

Signature

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number											
				-			-				
or											
Employer identification number											
				-							

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they