

# HOW TO DO BUSINESS WITH HENDERSON COUNTY



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## MISSION

The Henderson County Purchasing Department is committed to:

- Ensuring compliance with the County Purchasing Act as well as other federal, state, and local laws applying to Purchasing.
- Providing equal access to all vendors participating through competitive acquisition of goods & services.
- Providing an ongoing supply of quality goods & services to all County offices.
- Accounting for all County assets through an effective fixed asset management system.
- Protecting the interests of Henderson County taxpayers without regard to any undue influence or political pressures.

## GOALS OF PUBLIC PURCHASING

Public purchasing has several goals including but not limited to:

- Purchasing the proper goods & services.
- Obtaining the best possible price for goods & services, without sacrificing the quality needed.
- Ensuring goods & services are available where and when needed and there is a continuing supply available.
- Guard against the misappropriation of assets that have been acquired through the procurement process.

## CODE OF ETHICS



Henderson County  
Purchasing Department  
Code of Ethics

LOYALTY TO ONES COUNTY  
JUSTICE TO THOSE WITH WHOM WE DEAL  
FAITH IN OUR PROFESSION

1. To give first consideration to the objectives & policies of my county.
2. To strive to obtain the maximum ultimate value of each dollar or expenditure.
3. To cooperate with trade & industrial associations, governmental & private agencies engaged in the promotion & development of sound business methods.
4. To demand honesty in sales representation whether offered through the medium of a verbal or written statement, an advertisement, or a sample of the product.
5. To decline personal gifts or gratuities.
6. To grant all competitive bidders equal consideration, to regard each transaction on its own merits; to foster & promote fair, ethical & legal trade practices.
7. To use only by consent original ideas & designs devised by one vendor for competitive purchasing purposes.
8. To cooperate with all organizations & individuals engaged in activities designed to enhance the development of purchasing.
9. To accord a prompt & courteous reception in so far as conditions permit to all who call on legitimate business missions.
10. To counsel & assist fellow purchasing agents in the performance of their duties, whenever the occasion permits.

WE SUBSCRIBE TO THESE STANDARDS

  
Sherrie Carmichael, Purchasing Agent

  
Blake Skiles, Asst. Purchasing Agent

## INVOICE/PAYMENT PROCESS

The general purchasing process as outlined below contains the several stages that are often designated by statute.

STEP	PERFORMED BY
Identify requirements & obtain budget	Department
Finalize requirements	Department/Purchasing
Submit requisition to Purchasing	Authorized purchaser for Department
Generate purchase order for goods or services Solicit if necessary	Purchasing
Deliver goods or services	Vendor
Receive goods or services	Purchasing
Submit invoice to Auditor	Vendor/Department/Purchasing
Match received goods or services with invoice and audit	Auditor
Submit payment to Commissioner's Court for approval	Auditor
Approve payment	Commissioner's Court
Disburse Payment	Treasurer

### Prepayments & Advance Payments

Prepayment or Advance Payment are only authorized under the condition that a contract is signed and approved through Commissioner's Court.

## TYPES OF COMMODITIES & SERVICES PURCHASED

Henderson County purchases a sizeable variety of goods & services. Below is a sample of these goods & services:

### -COMMODITIES-

*Office Supplies*

*Uniforms*

*Printing Services*

*Fuel*

*Inmate Supplies*

*High-Tech Equip.*

*Maintenance Supplies*

*Hardware/Software*

*Voting Equip.*

*Computer Supplies*

*Vehicle Maintenance*

*Telephone Equip.*

*Road Materials*

*Pest Control*

*Furniture*

*Pharmaceuticals*

*Building Materials*

*Publications*

*Janitorial*

*Copier Rentals*

*Vending Machines*

### -CONSTRUCTION-

*Procurement and administration of Architectural/Engineering Services*

*Procurement and administration of Construction Contracts*

The Purchasing Department, as well as Officials, Office Managers, and employees, provide an equitable and competitive access to the County procurement process to all responsible vendors.

## **HELPFUL HINT**

### **“DOING BUSINESS WITH HENDERSON COUNTY”**

Since the County’s Purchasing function is governed by Section 262 of the Texas Local Government Code, known more commonly as *The County Purchasing Act*, there are some unique aspects to County Purchasing.

The foremost item of importance to remember is that the County Purchasing Department is the agency authorized to perform Purchasing on the County’s behalf. The County is not responsible for orders that are placed outside of the Purchasing Department.

#### **DO**

- Request & obtain a Purchase Order Number from the County prior to delivering items or performing services.
  - Reference the PO number on your invoice.
- Contact the Purchasing Department directly for any questions pertaining to an order.

#### **DON’T**

- Accept verbal orders placed by an employee outside the Purchasing Department
  - Accept orders without a PO number
  - Modify orders unless otherwise stated by the Purchasing Department
    - Invoice for items that have not been delivered.

## **MEMBERSHIPS**

The Henderson County Purchasing Department is a proud member of the Texas Public Purchasing Association (TxPPA), for more information on TxPPA please visit their website at [www.txppa.org](http://www.txppa.org) or by clicking the image below:



## COOPERATIVE PURCHASING

The Henderson County Purchasing Department is a member of the following cooperatives. These Co-Ops are multi-agency contracts which include not only counties, but cities, school districts, state agencies, and special districts as well. For more information on becoming a vendor for these co-ops please see their respective websites.

- The State of Texas TPASS Co-Op – [www.window.state.tx.us](http://www.window.state.tx.us)
- Tarrant County Purchasing Co-Op – [www.co.tarrant.tx.us](http://www.co.tarrant.tx.us)
- The Texas Association of School Boards BuyBoard Co-Op – [www.buyboard.com](http://www.buyboard.com)
- Houston Galveston Area Council HGAC Co-Op – [www.h-gac.com/coop](http://www.h-gac.com/coop)
- The Cooperative Purchasing Network TCPN Co-Op – [www.tcpn.org](http://www.tcpn.org)
- National Joint Powers Alliance NJPA Co-Op – [www.njpacoop.com](http://www.njpacoop.com)

## HENDERSON COUNTY STANDARD TERMS & CONDITIONS FOR COMPETITIVE PROCUREMENT

*(These STANDARD Terms & Conditions are included in all bid packages. Please note by filling out the information in this packet no contract is being agreed upon and you will not be bound to these terms and conditions unless you are awarded a bid. These are for informative purposes only.)*

### PLEASE READ CAREFULLY

**BIDDING REQUIREMENTS:** Bidders must comply with all statutes, rules, regulations and policies relating to purchasing at Henderson County in addition to the requirements of this form. The signed cover sheet and the bid response form, must be received by the Henderson County Purchasing Department on or before the hour and date specified. Late and/or unsigned proposals will not be considered under any circumstances. Bids cannot be altered or amended after due date and time. Henderson County reserves the right to accept or reject all or any part of any bid and make award that best serves the interests of Henderson County.

**BIDDER CERTIFICATION:** The bidder agrees that submission of a signed bid is certification that the bidder will accept an award made to it as a result of the submission.

**BIDDER AFFIRMATION:** Signing this Bid with a false statement is a material breach and shall void the submitted bid or any resulting contract(s), and the bidder shall be removed from all bid lists. By signature, the bidder certifies that the bidder has not (i) given, offered to give, nor does it intend to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any Henderson County Elected Official or employee in connection with the submitted bid; (ii) received compensation for participation in the preparation of this Invitation for Bids or its specifications; and (iii) violated the antitrust laws of this state or the Federal Antitrust Laws or communicated directly or indirectly to any competitor or any other person engaged in such line of business in connection with this invitation for Bids.

**ACKNOWLEDGEMENT OF AMENDMENTS:** Bidder/proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose, or by letter. The acknowledgment must be received by Henderson County by the time and at the place specified for receipt of bids/proposals.

**BID/PROPOSAL WITHDRAWAL: after opening,** bidders/proposers will not be allowed to withdraw their bids/proposals unless an obvious mistake supported by objective evidence that the mistake was unintentional, and approval by Henderson County. Any request for withdrawal must be made in writing and substantiated by all original work papers, documents and other materials used in the preparation of the bid/proposal. Such request shall be received by Henderson County within 10 days after opening. If permitted to withdraw its bid/proposal, the bidder/proposer shall not supply any material or labor or perform any subcontract or other work in connection with the resulting contract. **Prior to opening,** bidders/proposers may withdraw simply by making a written request to Henderson County; no explanation is required.

**BID PRICES: Bidders must price per unit shown.** Unit prices shall govern in the event of extension errors. Bid prices shall be firm for Henderson County acceptance for thirty (30) days from due date and withdrawals are not permitted. The price for the goods shall be no higher than the lowest price charged to the Seller's customers who take delivery in substantially similar amounts under similar conditions during the same period of time. If before delivery of the goods, Seller offers to sell such goods to such customers at a price(s) lower than specified on this Bid, Seller shall reduce the price charged to Henderson County to reflect such lower prices(s), or if Henderson County has paid for the goods, Seller shall refund to Henderson County the difference between the higher price paid by Henderson County and the lower price charged to other customers.

**SPECIFICATION:** Catalog, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless expressly stated otherwise. If bidding on other than references, bidder must show manufacturer, brand or trade name and other description of goods offered. Manufacturer's standard warranty shall apply unless otherwise stated in the Invitation for Bids or Request for Proposals.

**WARRANTY:** In addition to warranties implied by law, Seller warrants that the goods will be new, unused and of current production; merchantable; free from defects in design, material, fabrication and workmanship; in conformity with applicable specifications or samples; will be delivered free of any security interest or other encumbrance, and will be free of any claim of infringement and fit for their intended use; and that Henderson County will acquire good and marketable title to the goods. Seller warrants that services of any nature furnished will be rendered competently by qualified personnel and in accordance with the highest applicable standards. These warranties will survive acceptance and payment. All warranties will run to Henderson County and its customers.

**AWARD:** Henderson County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear. In determining responsible bidder the following will be taken into consideration, experience, past performance, business and/or financial capabilities and/or capacity, skill, technical organization and reliability. Cash discounts are not considered in bid award.

**CONTRACT AWARD:** A response to this Invitation for Bids is an offer to sell based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through issuance of a written Purchase Order or Contract by Henderson County Commissioners Court. This bid along with worksheets, submitted documents when properly accepted and awarded by Henderson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Henderson County. No different or additional terms will become a part of this contract with the exception of a Change Order.

**MULTIPLE BID AWARD:** At the discretion of the Commissioners' Court, Bids may or may not be awarded to a separate vendor. Henderson County reserves the right to concurrently award this bid to the Second Lowest Bidder. The Second Lowest Bidder may provide services requested by Henderson County in the event that the Low Bidder experiences circumstances, which prevent the Low Bidder from providing the service requirement within the time frame, set forth by the County.

**BIDDER/PROPOSER RESPONSIBILITY:** The Contractor shall obtain from the appropriate City, County, or State of Texas the necessary permit(s), if any, required by the ordinances of the City, County or State for the performance of the work.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS:** A Offerer must affirmatively demonstrate their responsibility. A offerer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

**PROTESTS:** A supplier who disagrees with an action taken by the Purchasing Department shall submit a written protest stating the basis for its position. The Purchasing Department may meet with the supplier and in any case shall provide a prompt written response to the supplier's protest. If the supplier requests further review of the action of the Purchasing Department, such review shall be promptly conducted by Counsel for Henderson County.

**TIE BIDS:** Award will be made by drawing of lots. Consistent and continued tie bidding could cause rejection of bids by Henderson County and/or investigation for antitrust violations.

**ALTERNATE BIDS:** Bidders offering alternatives other than those permitted by the specifications or statement of work may submit a separate envelope clearly marked "Alternate Bid". Alternative bids will be deemed non responsive and will not be considered for award. All such responses, however, will be examined prior to award. Such examination may result in cancellation of all bids received to permit rewriting the specifications or statement of work to include the alternative, or the alternative may be considered for future requirements of Henderson County.

**FORCE MAJEURE:** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of terrorism, or other cause of similar or dissimilar nature beyond its control.

**FAILURE TO ENFORCE:** Failure by Henderson County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Henderson County to enforce any provision at any time in accordance with its terms.

**PURCHASE ORDER REQUIREMENT:** Purchases of Henderson County are authorized only if a signed purchase order is issued in **advance** of the transaction, showing that the ordering department has sufficient funds available to pay for the order. Contractors providing goods or services **without a signed purchase order** do so at their own **risk**. Henderson County shall not be liable for payment for any goods or services provided under the contract unless a valid purchase order has been issued to the contractor.

**PAYMENT:** Seller shall send an original copy of invoices on date of shipment. Invoices must clearly indicate the **Purchase Order number**. Payment shall be made by Henderson County in thirty (30) days from the day the invoice was received in the County Auditor's Office or delivery date whichever is later. Invoices shall be submitted in such detail and with such supporting documentation as may reasonably be required by Henderson County. Acceptance by Seller of final payment shall be deemed a release of Henderson County for all claims and liabilities of Henderson County to Seller. No payment, however, final or otherwise, shall operate to release Seller from any obligation arising under the Order.

**SALES TAX:** Henderson County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Henderson County claims exemption from all sales and/or use taxes under Texas Tax Code 151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Henderson County Auditor.

**ORAL STATEMENTS:** Henderson County will not be bound by any oral statement or representation in connection with the solicitation or resulting contract(s). Any changes will be in written form and issued by the Henderson County Purchasing Department.

**INDEMNITY:** Seller shall indemnify and hold Henderson County, its officers and employees harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly for contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under the terms of this bid. Certification of such coverage must be provided to the County before beginning any work.

**REMEDIES:** If Seller breaches any term of a contract, Henderson County shall have all the rights available in law and equity, including the right to: (i) rescind or cancel this order for goods or services or any part thereof, and to retain any delivered goods, and to retain from any money otherwise due for goods previously delivered an amount which Henderson County determines is adequate to cover all damages from Seller's breach; (ii) purchase substitute goods and charge Seller with any loss incurred thereby; (iii) reject any nonconforming tender, and/or store and/or return such goods to Seller at Seller's risk and expense; and (iv) assert any claim for damages, including manufacturing cost, and incidental, consequential or special damages incurred by Henderson County. The foregoing rights are in addition to any other remedies provided herein or provided by law or in equity. Such remedies to be cumulative and not alternative.

**ASSIGNMENT:** Without the prior written consent of Henderson County, Seller's right and obligations hereunder may not be assigned or delegated in whole or in part. Any purported assignment or delegation made without such written permission shall be wholly null and void, and Henderson County may treat such act as a breach hereof. Henderson County may assign or delegate all or any part of its right and duties hereunder.

**CANCELLATION:** Upon thirty (30) days written notice to Seller, Henderson County may cancel an Order, in whole or in part, without any obligation and/or liability to either party. This contract shall remain in effect until contract expires, delivery/completion and acceptance of goods or services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Henderson County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the County.

**APPLICABLE LAWS:** Seller must comply with all local, state and federal laws and regulations affecting the price production, sale or delivery of the materials or services this order without limitation, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. SS2000 ET. Seq.) Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. SS2000E ET. Seq.), and all applicable state and federal affirmative action and non-discrimination requirements. If Seller breaches its obligations in this Section, the Order may be terminated forthwith without notice and without any liability whatsoever on Henderson County. The goods may be returned or held for the account of seller, all at Seller's risk and expense.

**GOVERNING LAW:** This solicitation and any resulting contract(s) shall be construed in accordance with the laws of the State of Texas. Any action regarding a dispute arising out of any agreement shall be brought in the federal or state courts within Henderson County and the parties consent to the exclusive personal jurisdiction of such courts in the event of a dispute.

**INSURANCE REQUIREMENTS:** The Seller shall provide Henderson County prior to the start of any contract for goods and/or services with a certificate of insurance and agrees to maintain at the Seller's expense such insurance with companies qualified to do business in Texas.

**Types and Minimum limits of Insurance**

- a. Worker's Compensation Insurance as required by the **STATE OF TEXAS - STATUTORY.**
- b. Employer's Liability Insurance with a limit of not less than **\$500,000.00**
- c. Comprehensive General Liability with limits of **\$1,000,000.00** per occurrence/aggregate, including product and completed operations coverage.
- d. Auto liability limits **\$1,000,000.00.**
- e. Deductible shall be **\$5,000** or less on each of the above listed coverage

Henderson County shall be named as an **Additional Insured** and held harmless as respects to the service or work performed.

**FAILURE TO COMPLY WITH LAWFUL REQUIREMENTS OR ADEQUATE LIABILITY REQUIREMENTS MAY RESULT IN DELAY OF PAYMENTS AND/OR CANCELLATION OF THE CONTRACT.**

**QUANTITIES:** Quantities indicated in the Bid Proposal are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustment in the bid price.

**FUNDING CLAUSE:** Henderson County intends to make all payments required to be made under this Agreement. However, in the event, through no action initiated by the End User, its legislative body does not appropriate funds for the continuation of this agreement for any fiscal year after the current fiscal year and it has no funds to continue this Agreement from other sources, this Agreement may be terminated. To effect the termination of this Agreement, Henderson County shall, thirty days prior to the beginning of the fiscal year for which its legislative body does not appropriate funds, send written notice stating that funds have not been appropriated for the next fiscal year. The vendor will submit a final invoice and coordinate with the Purchasing Agent to remove all property belonging to said vendor as soon as possible. The final invoice will be verified and approved by Purchasing Agent. Thereupon, Henderson County will be released from its obligation to make all further payments.

**COOPERATIVE CONTRACTS:** Henderson County reserves the right to make purchases from governmental cooperative contracts or other vendors to meet county needs. Governmental entities within Henderson County utilizing inter-governmental contracts with Henderson County will be eligible, but not obligated, to purchase goods and/or services under the contract(s) awarded as a result of this solicitation. Using entities are responsible for obtaining charge authorization levels from awarded vendor and are responsible for conforming to their statuted auditing regulations. All purchases by using entities will be billed directly to that entity and paid by that entity. Henderson County will not be responsible for another governmental entity's debts. Each entity will order their goods and/or services as needed.

**AUTHORIZED PERSONNEL:** County employees, other than those designated by the county auditor are not authorized to sign any kind of supplemental or binding purchase, lease or rental agreement for goods or services for Henderson County.

**PREDOMINANT PURPOSE:** The primary purpose of this contract is for services, although incidental parts or supplies will also be acquired.

**INTEGRATION:** This contract contains the entire agreement of the parties with respect to the matters covered by its terms. No other agreement, statement, or promise made by any party, or to any employee, office, or agent of any party that is not contained in this contract shall be of any force or effect.

**SEVERABILITY:** If any term or provision of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**CONTRACT EXTENSION:** The County shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for four (4) additional one (1) year terms to be extended one (1) year at a time. The County of Henderson will not consider Contract extensions which include any increase in unit bid prices.

**RIGHT TO PURCHASE ELSEWHERE:** Henderson County will not actively solicit bids, proposals, quotations or otherwise test the market solely for the purpose of seeking alternative sources; however, Henderson County reserves the right to purchase elsewhere any and/or all items covered by this contract if available from another source at a price lower than the contract price or if contract term(s) are not met, or if the successful bidder can not deliver the ordered goods to meet County work schedules.

**EXCEPTION/SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Henderson County Commissioners Court reserves the right to accept any and/or all/none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**\*\*NOTE:** Along with these Terms & Conditions all Purchase Orders state the following.

- PO NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, ETC.
- NO C.O.D. SHIPMENTS OF ANY CHARACTER WILL BE ACCEPTED
- UNLESS OTHERWISE STATED, ALL PRICES F.O.B. DESTINATION
- HENDERSON COUNTY IS EXEMPT FROM ALL FED, STATE, & LOCAL TAXES
- DO NOT FILL ORDER AT PRICE HIGHER THAN LAST QUOTED
- PACKING LIST MUST ACCOMPANY SHIPMENT
- PAYMENT TERMS ARE NET 30

## **MORE QUESTIONS?**

Feel free to contact us at any time.

**BY PHONE:** SHERRIE CARMICHAEL – (903) 677-7265  
BLAKE SKILES – (903) 677-7245

**BY FAX:** (903) 677-7298

**BY MAIL:** 100 E. TYLER ST., ROOM 303  
ATHENS, TX, 75751

**BY EMAIL:** [PURCHASINGDESK@CO.HENDERSON.TX.US](mailto:PURCHASINGDESK@CO.HENDERSON.TX.US)  
[SCARMICHAEL@CO.HENDERSON.TX.US](mailto:SCARMICHAEL@CO.HENDERSON.TX.US)  
[BSKILES@CO.HENDERSON.TX.US](mailto:BSKILES@CO.HENDERSON.TX.US)

## **CONSIDERING DOING BUSINESS WITH HENDERSON COUNTY?**

Please see the next page for details.

**DOING BUSINESS WITH HENDERSON COUNTY**

BUSINESS NAME: \_\_\_\_\_

PLEASE CIRCLE ONE:

**YES** I WOULD LIKE TO DO BUSINESS WITH HENDERSON COUNTY

**NO** I CAN NOT PROVIDE HENDERSON COUNTY WITH GOODS OR SERVICES

\_\_\_\_\_  
OWNER/GENERAL MANAGER

\_\_\_\_\_  
PRINT NAME

-----  
VENDOR INFORMATION  
-----

CONTACT NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

SERVICES PROVIDED:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***\*\*PLEASE COMPLETE THE W9 & CONFLICT OF INTEREST FORMS ATTACHED.  
ALSO PLEASE PROVIDE A COPY OF YOUR CURRENT INSURANCE CERTIFICATE.***

# CONFLICT OF INTEREST QUESTIONNAIRE

# FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

## OFFICE USE ONLY

Date Received

**1** Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire 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 of 10 percent or more?

Yes       No

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

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	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 Line 1 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.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 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).

**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 4.

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

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

### 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, 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.

**Note.** If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

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

## 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” line.

**Limited liability company (LLC).** Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

**Other entities.** Enter your business name as shown on required 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” line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

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.

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

The following payees 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, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

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

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## 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](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.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, 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 domestic 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 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 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.

## 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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal 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](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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

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

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

**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.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.