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**FOR**  
**SECURITY SERVICES**  
**FOR THE**  
**SANTA CLARA COUNTY OFFICE OF EDUCATION**

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NOTE: The Table of Contents is to be made a part of the above referenced bid.

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Josephine Dy-Liacco  
Purchasing Supervisor

**SCHEDULE OF EVENTS**  
**FOR**  
**SECURITY SERVICES**  
**FOR THE**  
**SANTA CLARA COUNTY OFFICE OF EDUCATION**

|                                       |  |
|---------------------------------------|--|
| RFP Issuance                          | Wednesday, May 7 <sup>th</sup> , 2025  |
| Pre-Proposal Zoom Conference          | Wednesday, May 14 <sup>th</sup> , 2025 |
| Last Day to Submit Proposal Questions | Monday, May 19 <sup>th</sup> , 2025    |
| Addendum for Answers to Questions     | Friday, May 23 <sup>rd</sup> , 2025    |
| RFP Due to the SCCOE                  | Friday, May 30 <sup>th</sup> , 2025    |
| Interview of Finalists                | Thursday, June 5 <sup>th</sup> , 2025  |
| Contract Award                        | Thursday, June 12 <sup>th</sup> , 2025 |
| Contract Start                        | Tuesday, July 1 <sup>st</sup> , 2025   |

**INSTRUCTIONS AND CONDITIONS**  
**FOR**  
**SECURITY SERVICES**  
**FOR THE**  
**SANTA CLARA COUNTY OFFICE OF EDUCATION**

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education, herein after referred to as the SCCOE, will receive up to, but no later than **Friday, May 30<sup>th</sup>, 2025, at 3:00 p.m.** sealed proposals for the award of a contract for: SECURITY SERVICES.

Proposals shall be received in Purchasing Services at the SCCOE at 1290 Ridder Park Drive, San Jose California 95131 Attn: Purchasing – Mail Code 254A.

**CONTACT**

Interested firms should direct technical questions in writing to Emergency Preparedness – School Safety & Security Administrator, Michael Vallez at (408) 453-6925 or email at [MVallez@sccoe.org](mailto:MVallez@sccoe.org). Any administrative questions regarding proposal procedures should be directed to Senior Buyer, Jose Vera at (408) 453-6657 or email at [JVera@sccoe.org](mailto:JVera@sccoe.org) and Purchasing Supervisor, Josephine Dy-Liacco at (408) 453-6854 or email [JDy-Liacco@sccoe.org](mailto:JDy-Liacco@sccoe.org).

**PRE-PROPOSAL MEETING**

There will be a pre-proposal Zoom conference on Wednesday, May 14<sup>th</sup>, 2025, at 1:00 pm hosted by the SCCOE for the purpose of discussing the scope of work. The Zoom Meeting ID and password will be sent via email by Tuesday, May 13<sup>th</sup>, 2025. It is strongly recommended that all interested parties attend this meeting. Please RSVP by Monday, May 12<sup>th</sup>, 2025, by email with Jose Vera at [JVera@sccoe.org](mailto:JVera@sccoe.org) and Josephine Dy-Liacco at [JDy-Liacco@sccoe.org](mailto:JDy-Liacco@sccoe.org).

**PREPARATION OF PROPOSAL**

The SCCOE is requesting four (4) copies of the proposals be submitted. All proposals submitted must be in sealed envelopes bearing on the outside the name of the consultant, the address, and the name of the project for which the proposal is submitted. It is the sole responsibility of the consultant to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the consultant unopened.

**PROPOSAL RESULTS**

Proposal results are available for inspection in the Purchasing Office at the SCCOE, 1290 Ridder Park Drive, San Jose, California 95131, upon execution of contract to the successful company.

**SIGNING OF PROPOSALS**

The signature of all persons signing shall be in longhand and executed by the principal duly authorized to make contracts. The consultant's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

**QUALIFICATIONS**

All consultants will be required to furnish evidence of experience working with preschool through post-secondary grade students with diverse ethnic and cultural backgrounds; possess the technical and financial requirements needed; and maintain all required professional licenses and/or certificates as required by the SCCOE.

No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the SCCOE, or who is a defaulter as surety, Security Service or otherwise within the past twelve (12) months.

#### ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this proposal or purchase order shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

#### ASSIGNABILITY

A contract is not assignable by Consultant either in whole or in part. The contract shall extend to and be binding upon and ensure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

#### COMPLIANCE WITH STATUTE

The Consultant hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

#### PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for sixty (60) days, from the date of proposal opening, unless the offering party in writing allows for a longer period of time.

#### MODIFICATIONS

Changes in or additions to the Proposal Form, recapitulations of the work bid upon alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of the proposal as not being responsive to the Proposal. No oral or telephonic modification of any proposal submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that confirmation of the telegram duly signed by the consultant was placed in the mail prior to the proposal opening.

#### ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the proposal.

#### WITHDRAWAL OF PROPOSALS

Consultants may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

#### EVIDENCE OF RESPONSIBILITY

Upon the request of the SCCOE, a consultant whose proposal is under consideration for award may be required to submit promptly to the SCCOE's satisfaction evidence showing the consultant's professional licenses or certificates, financial resources, experience, and organization for the performance of the contract.



#### LISTING SUBSECURITY SERVICES

Each consultant shall include with the sealed proposal a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Gov. Code Sec. 4100 and following). Forms for this purpose are furnished with the contract documents.

#### WORKER'S COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, Security Service shall secure the payment of compensation to employees. Security Service shall sign and file with SCCOE the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The certificate is included herein.

#### AFFIRMATIVE ACTION

1. The consultant shall comply with the SCCOE Affirmative Action Employment Program adopted by the Board of Education on January 13, 1976, especially Section 12, Contract Compliance (a copy of the section attached hereto).
2. A complete copy of the Affirmative Action Employment Program may be requested through the Purchasing Agent, General Services Department, SCCOE, 1290 Ridder Park Drive, San Jose, California 95131.
3. The consultant shall sign the enclosed "Certification of Nondiscrimination by Supplier" form and submit it with the proposal.

#### INSURANCE REQUIREMENTS

Security Service shall take out and maintain and shall require all subcontractor, if any, whether primary or secondary, to take out and maintain:

1. Public Liability Insurance for injuries including accidental death to any one person in an amount not less than \$1,000,000;
2. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000;
3. Property Damage Insurance in an amount not less than \$500,000;
4. Worker's Compensation Insurance in an amount adequate to cover all employees;
5. Professional Liability Insurance (errors and omissions) in an amount not less than \$1,000,000;
6. Automotive and truck where operated in amounts as above.

#### PROOF OF CARRIAGE OF INSURANCE

Company shall not commence work, nor shall company allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by SCCOE:

1. Certificates and insurance policies shall include the following clause:
  - a. "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to SCCOE stating date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."
2. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

THE SCCOE RIGHTS AND OPTIONS

The SCCOE reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate the County Office of Education to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals.

**SERVICE REQUIREMENTS**  
**FOR**  
**SECURITY SERVICES**  
**FOR THE**  
**SANTA CLARA COUNTY OFFICE OF EDUCATION**

**SCOPE OF WORK**

The Santa Clara County Office of Education (SCCOE) is seeking proposals from qualified Security Services to provide security and patrol services for the following assignments:

**Assignment 1 – Lobby Guard (Swing Shift Assignment 5:00pm – 9:00pm Monday through Friday excluding weekends and holidays). May be subject to change as needed.**

- SCCOE Ridder Park Campus  
1290 Ridder Park Drive, San Jose, CA 95131

**Assignment 2 – Patrol**

**SCCOE Ridder Park Campus and county school properties as listed (current site patrol list may be subject to change as needed):**

- Ridder Park – 1290 Ridder Park Drive, San Jose CA 95131
- Anne Darling School – 1550 Marburg Way, San Jose CA 95133
- Gateway School – 7151 Hanna Street, Gilroy CA 95020
- Hester School - 1460 The Alameda, San Jose CA 95126
- McCollam Center – 550 Gridley Street, San Jose CA 95137
- San Antonio Head Start – 1803 Stowe Avenue San Jose, CA 95116
- Seven Trees Educational Center– 300 El Cajon Drive, San Jose CA 95111
- Sunol School – 258 Sunol Street, San Jose CA 95126

**Assignment 3 – Outdoor Environmental School - Night Duty (Graveyard Assignment)**  
**SCCOE Outdoor Environmental School**

- Walden West – Saratoga - 15555 Sandborn Road, Saratoga CA 95070

**Assignment 4 – Special Events**

**Security Guard support for special events held at both Ridder Park campus and/or offsite SCCOE properties**

- As needed

**GENERAL ASSIGNMENT REQUIREMENTS AND PURPOSES**

1. The Security Service will provide an assigned, permanent security guard for established assignments who have completed the required pre-SCCOE employment processes *prior* to the start of their first shift:
  - a. Successfully completed a “fit interview” with the assigned SCCOE representative to ensure potential security guard is aligned with the Vision, Mission, Goals, and Values of the SCCOE.
  - b. Possession of current and valid California Guard Card on file with State.
  - c. Completion of *Mandated Reporter Training* that will be administered and completed online (administered by SCCOE).

- d. Completion of *Harassment Prevention Training* that will be administered and completed online (administered by SCCOE).
  - e. Written and signed proof of Tuberculosis Test/Screening clearance from within the last 60 days (paid by Security Service Company).
  - f. Successfully clear LiveScan DOJ/FBI Background Check (paid for and administered by the SCCOE).
2. The Security Service will provide a professionally uniformed, fully trained security guard. The expectation is that the security guard will represent the SCCOE brand, be customer service-oriented, and possess effective two-way communication skills (both verbal/written).
3. The Security Service will provide vetted substitute security guards should the guard-on-duty call in sick or is unable to work.
4. The Security Service shall utilize technology in the form of Checkpoint Tags to be scanned by the on-duty guard to verify security guard patrols within and outside the building/s. These tags will be pre-determined areas that the SCCOE identifies.
5. Daily Activity Reports (DAR's), preferably with photos attached\*, to be emailed daily to key, identified SCCOE stakeholders without exception. SCCOE to provide the Security Service with key stakeholder list for emailing purposes.
  - *Photos are taken by the officers daily while conducting their evening patrols.*
6. Possession of current and valid California Guard Card on file with the State.
7. Monthly invoices shall be detailed and include any additional Security Services provided (such as Security Guards attendance hours and for what purpose).
8. The Security Service is entitled to ten (10) minutes of rest period for each four (4) hours of work in a day and is entitled to receive a thirty (30) minute unpaid lunch or break for more than five (5) hours in a day.\*
  - *Breaks and lunches are handled with internal staff monitoring the area. For example, when the security officer takes lunch at Ridder Park, a sign is to be posted, and the officer informs a member of staff that he will be out for the duration of the break and/or lunch. The officer has the option of staying at the Front Desk during his break and/or lunch but is free to leave the area as well.*
9. The Security Service supplying any guard service at the SCCOE will be responsible and verify in writing that the Guard meets the following minimum qualifications:
  - a. Physical: That the person is capable of performing moderate physical exertion and is free of any conditions which might prevent performance of satisfactory guard service.
  - b. All security personnel shall hold a valid California issued Guard Card.
  - c. Character: Reference material covering the employment record period, on the basis of which it can be established that the person is honest, mentally alert, emotionally stable, cooperative and dependable.
  - d. Reporting Ability: Evidence, such as a log sheet or report of an unusual

event, that the person can make legible and adequate log entries or notes in English. Assurance that the person communicates orally in writing effectively in English.

### **ASSIGNMENT-SPECIFIC REQUIREMENTS AND PURPOSES**

#### **Assignment 1 – Lobby Guard**

##### **Swing Shift Assignment**

##### **SCCOE Ridder Park Campus (1290 Ridder Park Dr. San Jose, CA 95131)**

1. Swing shift is defined as 5:00pm – 9:00pm Monday through Friday excluding SCCOE observed holidays.
2. The Security Service will be stationed at the Lobby Front Desk at the main entrance, making themselves highly visible to all staff and visitors.
3. The Security Service will be issued a SCCOE building access card that will allow for exterior and interior door access while on duty.
4. External and internal patrols will be required:
  - External: All parking lot areas, warehouse ramps, parking garage
  - Internal: 1<sup>st</sup> floor of both North and South Buildings to ensure that doors are locked and secure and that there are no unauthorized people left in the building after normal business hours.
5. The Guard will be available for after-hours escorts to the parking lot(s) for staff and visitors as requested.
6. The Security Service will be provided with an onsite Security Reference Binder (which will remain onsite) detailing the following: current maps of the Ridder Park complex showing strategic areas for security and high inventory value or risk, SCCOE personnel contact information to be used in case of emergency or unforeseen event, and roles/responsibilities of the security guard while on duty at the SCCOE.
7. If there are any security incidents of note, the Security Service shall contact SCCOE personnel as listed in the Security Reference Binder located at the Front Desk. The call is to include description of the problem, backed up with an electronically written activity report describing the incident.

#### **Assignment 2 – Patrol**

##### **SCCOE Ridder Park Campus and SCCOE school properties:**

1. Patrol shift is defined as after-hours patrols at pre-identified SCCOE school sites to be conducted between 11:00pm – 5:00am.
  - Pre-determined SCCOE school sites will be patrolled three (3) times a week on a staggered schedule to eliminate or minimize identifiable patterns when guards are patrolling.
    - Note: Ridder Park Main Campus will be patrolled seven (7) days a week with

15-minute patrols

- Security Service will be provided with appropriate school site keys for parking lot gates and school gates (as needed).
- Guard will patrol and scan Checkpoint Tags that are predetermined by both the SCCOE and the Security Service. This will maximize the patrol and ensure the guard is patrolling and observing key areas of campus.
- Patrols will be 10 minutes or 15 minutes in duration (per site) depending on the size of the campus.
- A daily activity report (DAR) will be emailed at the conclusion of each patrol for each site to key staff members of the SCCOE providing documentation of patrols, any observations, and/or incidents identified by guard, and photos of areas identified by the Checkpoint Tag system.

**Assignment 3**

**Night Duty (overnight assignment)**

**SCCOE Outdoor Environmental School (Walden West)**

**15555 Sanborn Rd. Saratoga, CA 95070**

1. The Security Service will be supporting Walden West Outdoor Environment School by being a support for the onsite staff.
2. Onsite staff will direct the guard where to be and roles and responsibilities that will provide the support needed.

**SECURITY SERVICES DUTY AND ROUTINE**

**Assignment 1 – Lobby Guard**

**Swing Shift Assignment**

**SCCOE Ridder Park Campus – 1290 Ridder Park Dr. San Jose, CA 95131**

1. The Security Service will be responsible for assigning an SCCOE-approved security guard for the designated assigned shifts of:
  - Mondays to Fridays: 5:00pm to 9:00pm  
(excluding SCCOE observed holidays)
  - Saturdays: N/A
  - Sundays: N/A
  - Holidays: N/A
  - Additionally, two (2) Wednesday shifts per month will be extended shifts due to the Santa Clara County Board of Education Meetings.
    - Shifts will be beginning a half-hour early with a start time of 4:30pm on these pre-identified board meeting nights.
    - The Guard will be expected to stay on duty until the end of the meeting (end of meeting varies from meeting to meeting).
2. Duties to include (but not limited to):
  - a. Check all exterior doors to ensure they are closed and secured at both beginning and end of assigned shift using handheld technology and Checkpoint Tag Scanning

- for route verification (the actual time of building walkthrough and parking lot patrol will vary daily).
- b. Remain stationed at the Front Desk area to be present to allow access into the building after 5:00pm only to authorized people. This is achieved by activating interior motion sensors to allow guests and visitors into the building
  - c. Provide customer service to identify which room the guest or visitor is trying to arrive at and to provide directions of where the destination room is located.
  - d. Assist staff members in the following:
    - Respond to emergency events including, but not limited to:
      - Unauthorized person(s) in the building
      - Medical emergency
      - Building maintenance issues
    - Provide escorts for staff members and/or guests & visitors to the parking lot/car upon request.
3. The Security Service shall be co-responsible with the SCCOE for the items and instructions in the Security Guard Reference Binder located at the Front Lobby desk to ensure both routine and emergency situations are addressed in a timely and safe manner.
4. All hardware, software and related equipment shall be included in the proposal. \*
- *Handheld technology (for scanning checkpoints) and assigned equipment such as flashlights (no batons, chemical weapons or incapacitating weapons).*

#### **Assignment 2 – Patrol**

##### **SCCOE Ridder Park Campus and county school properties as listed:**

1. The Security Service will be responsible for assigning an SCCOE-approved security guard for the designated, assigned patrols of:
  - a. **Ridder Park:** One (1) fifteen-minute patrol 7 days a week between the hours of 11:00pm and 5:00am
  - b. **Seven Trees Educational Center:** One (1) ten-minute patrol 3 days a week between the hours of 11:00pm and 5:00am
  - c. **McCollam Center:** One (1) ten-minute patrol 3 days a week between the hours of 11:00pm and 5:00am
  - d. **Anne Darling School:** One (1) ten -minute patrol 3 days a week between the hours of 11:00pm and 5:00am
  - e. **Hester School:**
    - i. One (1) ten -minute patrol 3 days a week between the hours of 11:00pm and 5:00am
    - ii. Saturdays: 6:00am – unlock assigned gates onsite with an SCCOE-provided key
    - iii. Saturdays: 8:00pm – lock assigned gates onsite with an SCCOE-provided key
  - f. **Sunol School:** One (1) ten-minute patrol 3 days a week between the hours of 11:00pm and 5:00am
  - g. **Gateway School (Gilroy):** One (1) ten -minute patrol 3 days a week between the hours of 11:00pm and 5:00am
  - h. **San Antonio Head Start:** One (1) ten -minute patrol 3 days a week between the hours of 11:00pm and 5:00am

*\* The Security Service will ensure that the actual site patrol will vary regarding times from night to night for each assigned patrol listed above (except for Hester School weekend support).*

2. Duties to include (but not limited to):
  - a. Check all exterior doors and windows to ensure they are closed and secure.
  - b. Ensure that building is secure, that there are no unauthorized persons on property, appropriate gates are locked and secured, lights are functioning to standard, and building free from evidence of trespassing, vandalism, or burglary.
  - c. Use handheld technology and Checkpoint Tag Scanning for route verification as pre-determined by SCCOE and Security Services representatives
    - i. This will assist in helping to track the actual time of premises walk through by officer and parking lot patrols.
  - d. Report all unusual activity, evidence of a burglary or trespassing, or other site vulnerability to appropriate SCCOE staff members via phone calls and/or daily activity reports.
3. All hardware, software, and related equipment shall be included in the proposal.

**Assignment 3 – Night Duty**  
**SCCOE Outdoor Environmental School (Walden West)**  
**15555 Sanborn Rd. Saratoga, CA 95070**

1. The Security Service will be responsible for assigning an SCCOE-approved security guard for the designated, assigned shifts of:
  - a. Walden West – Saratoga  
Sunday through Thursday: 11:00pm to 7:00am  
(excluding SCCOE observed holidays)
2. The Security Service will carry out and be responsible for the security duties at the Saratoga site.
3. The main purpose of the guard is to be part of the **"Rule of 3"** and be the 2nd awake person on site at the residential outdoor school.
4. Guards in full uniform between the scheduled hours. Guards will maintain a high standard of appearance and guard cards will be always carried.
5. Supervisor visits will be scheduled, they will wear a uniform, park in designated spots in the main parking lot and a written note will be made to onsite SCCOE Director describing observations of how the visit went.
6. Guards will do walk through of the campus, paying special attention to suspicious activity
7. Guards will direct all questions or inquiries of visitors to the main office or the outdoor school office (The Hub).
8. Guards will complete a written report detailing any interactions that they participated in with teachers or students.
9. Guards will escort employees to and from their vehicles upon request.
10. Guards will be part of the **"Rule of 3"** and work with the overnight supervisor upon request to escort students around campus.
11. Guards will monitor vehicle traffic around the main entrance to the property and any vehicle found illegally parked will be addressed. Any vehicle that refuses to leave the property will require the guard to contact Law Enforcement for support.



12. When patrolling, guards will report unauthorized personnel to the local Law Enforcement authorities and endeavor to prevent theft and vandalism.
13. Guards will work with the local Law Enforcement to provide a safe and secure environment around the property.
14. Guards will not apprehend, detain, or physically touch any potential threat or suspected person.
15. Guards will do a walk around campus every 2 hours to make sure the area is safe and secure.
16. Nightly, guards will receive a radio provided by the SCCOE and work with the onsite SCCOE Overnight Specialist to make sure that they get two 20-minute breaks, and a 30-minute duty-free lunch occurs.
17. If there is an instance when a student comes to the camp office after-hours, the security guard or the overnight specialist will be called on the radio to be the 3rd person in the "Rule of 3."

**Rule of 3 Definition:**

- 1-on-1 interactions between program staff, volunteers and children/teen are not allowed.
- No volunteer or staff member should ever be alone with a student where others cannot see.
- The allowable ratio is as follows:
  - o 2 children/teen: 1 staff
  - o 2 staff: 1 child/teen

**Assignment 4 – Special Events (As Needed)**

1. SCCOE will reserve the right to create new process in which selected Security Service will be trained and entrusted to respond to SCCOE-owned sites in the event of an overnight burglar alarm call.
  - a. The Security Service will be instructed and trained on how to respond to overnight burglar alarm calls at SCCOE-owned sites including, but not limited to; classrooms, administration offices, environmental schools, and other properties owned by SCCOE as needed.
  - b. Instruction and training provided to the Security Service to include appropriate preliminary site assessment strategies, appropriate measures responding security guards will take upon arriving for an activated burglar alarm, who to contact regarding the specifics of the alarm response, and how to proceed in each individual incident or situation.
  - c. This Overnight Alarm Response process will be billed separately, as needed (separate from monthly assignment invoices).
2. Additional requests for a stationary security guard for organized special events such as SCCBOE board meetings, after-hours or weekend conferences, workshops or meetings to be determined based on need.
  - a. This required, additional security coverage shall be submitted to the Security Service in advance.
  - b. Advance notice for a request by the SCCOE will be provided to the Security Service no less than 48-72 hours before the day of the event.

**SECURITY SERVICE RESPONSIBILITIES**

1. To provide suitably qualified persons for site assignments or patrol/security assignment duty

at the SCCOE in accordance with the other sections of this bid is paramount.

2. To secure from each person selected for patrol/security assignment service, while so serving at the SCCOE that he/she will accept no other employment which would impair his/her full performance of his/her duties at the SCCOE. If such a person is permitted by the Security Service to accept another employment, the Security Service will report the circumstances in writing to the SCCOE.
3. The Security Service will not transfer or assign to other duties any person accepted for Patrol/Security service without the written approval of the SCCOE.
4. To provide schedules for the SCCOE by which it will be known which person will be on duty at all designated times; to exert all reasonable efforts to ensure that such people are on duty at such times; to reschedule other guards to cover an absence of any scheduled guard, respectively.
5. To remove promptly any subcontract employee from the site and service under this contract on receipt of notice, to be confirmed in writing, by the SCCOE that said employee has been judged unsatisfactory because he/she is deemed to lack the required qualifications, or has committed an act of bad faith, gross negligence or misbehavior, or has willfully failed to comply with the SCCOE's instructions. In the event of such a removal, the Security Service will be compensated to the extent provided for by his established personnel policy for such instances, and in accordance with the appropriate hourly rate set for in the contract.
6. The Security Service will be responsible for compliance with all other provisions of this contract. Execution of this contract by the Security Service will be deemed as their certification that they have carefully examined all provisions and appendices, found no conflict between and among them, and certifies their ability and intent to comply with them.

#### WEAPONS AND UNIFORMS

1. It is the SCCOE's policy that its personnel and that of its Security Services shall not at any time bring, wear, use or threaten to use firearms or any other weapons on the Santa Clara County Offices of Education's property. Compliance is required from all the Security Service's personnel whenever they are on the SCCOE's site. Failure to comply with this requirement will be cause for removal from duty or function at the SCCOE.
2. The Security Service will be responsible for assuring that their personnel present a clean and neat appearance when on duty at the SCCOE. Security Service agrees to furnish each guard the following:
  - Nametag and appropriate company badges and/or designations on uniform
  - Rainwear, boots, flashlights and any other clothing apparel which may be required to perform guard services.
  - Standard uniform with company logo.
  - Security Service shall replace any worn uniform with a new properly fitting uniform.

#### CONTRACT TERM

The term of this contract shall be from July 1, 2025, through June 30, 2026. The contract may be extended annually up to five years at the discretion of the SCCOE.

**DESCRIPTION OF SECURITY SERVICE ORGANIZATION'S QUALIFICATIONS**

Experience and Expertise: Previous experience of the firm in general as well as that of the individual(s) assigned to work with SCCOE. Preference shall be given to those firms who are able to demonstrate a level of competence in successfully executing similar services to public school districts or other public agencies. Information gained from reference checks shall also be considered.

References: Three (3) California Public School District or County Office References whose facilities are comparable in size, profile and security service hours to those of the SCCOE. Include the name, address, contact person and contact number and email address and number of years that service was provided.

Responsiveness: Overall responsiveness of the proposal in clearly stating and understanding the scope of work, and in meeting the requirements of the RFP.

**PROPOSAL RESPONSE REQUIREMENTS**

Proposal responses must contain these parts in this order:

1. A detailed budget, including hourly fees for service. This would include overtime policies, holiday policies and rates. Propose invoicing frequency and procedures and applicable discounts. All invoices will clearly identify applicable job site and purchase order to associate Security Service's actual costs with the SCCOE's job site/s.
2. A proposed timeline/work schedule for providing these services that includes intermediary steps, estimated number of hours, and periodic reports detailing hours devoted to the function.
3. Describe how recruitment and selection of security officers are accomplished. All personnel and supervision provided under this RFP must be thoroughly trained, experienced and qualified to perform the work to which they are assigned. Bidder shall have a documented employment process which shall include application, interview, and drug testing and background check phases. A written description of the Bidder's employment process and qualifications is to be included in the response.
4. A history or "track record," of similar services provided to clients, with client references as described in Description of Security Service Organization's Qualifications section above.
5. Additional required forms and assurance (Attachments A through E);
6. Signature of legal owner or authorized official of the firm;
7. Any other relevant information.
8. Use the following table for submittal:

| ASSIGNMENT | DESCRIPTION | HOURLY RATE | NOTE |
|------------|-------------|-------------|------|
|------------|-------------|-------------|------|

|    |   |  |  |
|----|---|--|--|
| #1 | SCCOE Ridder Park Main Office   |  |  |
| #2 | SCCOE Field site/school security patrol service at county school properties |  |  |
| #3 | SCCOE Outdoor Environmental Schools   |  |  |
| #4 | Special Events  |  |  |

9. Addenda Acknowledgement. Receipt and acceptance of the following addenda is hereby acknowledged:

|                      |                      |
|----------------------|----------------------|
| No.____, Dated _____ | No.____, Dated _____ |
| No.____, Dated _____ | No.____, Dated _____ |
| No.____, Dated _____ | No.____, Dated _____ |

#### EVALUATION CRITERIA

|     |  |
|-----|--|
| 40% | Pricing, hourly rates for all levels of services list in the RFP   |
| 15% | Details on security guards training requirements and Guard Cards   |
| 15% | Details on security guards training on Patrol  |
| 15% | Detailed process for conducting the requested security service, including daily reporting, use of handheld technology and checkpoint tag scanning for route verification |
| 15% | References for services done of a similar nature in California   |

#### AWARD PROCESS

All qualifying finalists may be interviewed virtually or in person at the SCCOE Administrative offices at 1290 Ridder Park Drive in San Jose, CA 95131. Interview dates and times will be advised. The finalists will be required to keep these times and dates open on their calendar.

A team of Subject Matter Experts (SME) and/or SCCOE staff members will participate in these interviews.

The selection of a successful Security Service provider will be made based on the SCCOE's evaluation and determination of the relative ability of each Bidder to deliver quality service in a cost-effective manner.

**CERTIFICATE OF NONDISCRIMINATION BY SELLER**

As a supplier of goods or services to the SCCOE, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority people at all job levels.
2. To communicate this policy to all people concerned, including all company employees, outside recruiting services (especially those serving minority communities) and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM NAME: \_\_\_\_\_

TITLE OF OFFICER SIGNING: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SECURITY SERVICE'S CERTIFICATE**

**REGARDING WORKER'S COMPENSATION**

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- A. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- B. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Signature: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**NONCOLLUSION DECLARATION**

(To Be Executed By Bidder and Submitted With Bid)

I, \_\_\_\_\_, declare as follows:

That I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the attached bid; that the attached bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, at

\_\_\_\_\_, California

\_\_\_\_\_

Authority: Public Contract Code 7106  
CCP 2015.5 Id5,p.2

**PROFESSIONAL SERVICES AGREEMENT FOR SERVICES  
INVOLVING CONTACT WITH OR ACCESS TO STUDENTS  
STATEMENT OF THE PARTIES**

This AGREEMENT is made between The Santa Clara County Office of Education, a California public agency hereinafter called "SCCOE" and \_\_\_\_\_, hereinafter called "CONTRACTOR," to furnish certain services described in Appendix A, entitled "Scope of Work" which is attached to and incorporated herein by reference, upon the terms and conditions stated in this Agreement. SCCOE and CONTRACTOR shall be collectively referred to as "the Parties" for the purposes of this Agreement.

**1. TERM**

- 1.1. The term of this Agreement shall be for a period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_, unless otherwise terminated in accordance with Section 13 of this Agreement.

**2. REPRESENTATIONS AND COMPLIANCE WITH LAWS**

- 2.1. CONTRACTOR warrants and represents that CONTRACTOR and its personnel have the required licenses, certifications and Department of Justice clearance(s) to perform the scope of services described in Appendix A, Scope of Work, including such work as may involve contact with students.
- 2.2. CONTRACTOR further certifies that CONTRACTOR is not been suspended or disbarred from public contracting or otherwise precluded from performing the services to be provided pursuant to this Agreement due to any violation of laws or regulations that may be applicable said services. CONTRACTOR shall comply with all applicable laws, codes, ordinances, rules, regulations and resolutions.

**3. COMPENSATION AND PAYMENTS**

- 3.1. Not to Exceed Amount. The compensation paid by SCCOE under this Agreement shall be in an amount not to exceed \$ \_\_\_\_\_ inclusive of all travel and lodging, taxes, fees, costs, overhead, and expenses. Any amendment to this Agreement which increases the compensation paid hereunder shall be in writing and fully executed by SCCOE and CONTRACTOR. SCCOE shall not be responsible for any tax liability, costs or expenses arising out of or related to CONTRACTOR's performance of this Agreement.
- 3.2. Certifications and Clearances Required. CONTRACTOR acknowledges and agrees that SCCOE may withhold funds otherwise due pursuant to this Agreement if CONTRACTOR and, or its personnel do not have the necessary certifications and clearances for contact with students and the Scope of Work to be performed under this Agreement requires such contact, or contact with students is likely to occur.
- 3.3. Schedule of Payments. The compensation paid to CONTRACTOR pursuant to this agreement shall be made in accordance with agreed upon rates and performance milestones set forth in the Appendix B hereto, entitled "Compensation and Schedule of Payments", which is incorporated herein by reference.
- 3.4. Payments. Payments will be made upon SCCOE's receipt of CONTRACTOR's invoice, which shall be accompanied by supporting documentation and contain sufficient detail as determined by the SCCOE responsible administrator. The parties understand and agree that SCCOE shall not reimburse CONTRACTOR for charges or expenses which are identified as non-reimbursable expenses in Appendix B.
- 3.5. Acceptance of Defective Work. The parties understand and agree that SCCOE has the right to withhold payments from CONTRACTOR for any unsatisfactory service until such time as service is performed satisfactorily. SCCOE may temporarily accept work that SCCOE deems to be defective or unsatisfactory and require that CONTRACTOR remedy or replace its defective or unsatisfactory work at



CONTRACTOR'S sole expense. Payments made pursuant to this Agreement shall not waive or diminish CONTRACTOR obligation to perform its duties under this Agreement to the satisfaction of SCCOE and in accordance with the dates and milestones set forth in Appendix B, Compensation and Schedule of Payments, nor shall payments to CONTRACTOR waive or diminish CONTRACTOR'S obligation to remedy or replace its unsatisfactory work or performance if CONTRACTOR is requested to do so by SCCOE in accordance this Agreement. The parties understand and agree that SCCOE shall not pay interest or late charges for sums which may be due, or which may become due to CONTRACTOR under this Agreement.

- 3.6. SCCOE may correct or replace CONTRACTOR's unsatisfactory or defective work if after five (5) calendar day's written notice, to CONTRACTOR, CONTRACTOR fails or refuses to correct the defective or unsatisfactory work and the cost of SCCOE's repair or replacement of said defective work shall be deducted from any amounts due or to become due to CONTRACTOR under this Agreement.

#### **4. KEY PERSONNEL**

- 4.1. The parties acknowledge that CONTRACTOR was selected by SCCOE to provide the services within the scope of work of this Agreement in part on the basis of the qualifications of CONTRACTOR staff. CONTRACTOR shall ensure that Key Personnel identified in "Appendix B, Compensation and Schedule of Payment" are available to perform work and assigned to perform the work under this Agreement as long as such Key Personnel are employed by CONTRACTOR.
- 4.2. CONTRACTOR will obtain prior written acceptance of the SCCOE responsible administrator to change Key Personnel. CONTRACTOR shall provide the SCCOE responsible administrator with such information as necessary to determine the suitability of proposed new Key staff. The SCCOE responsible administrator shall act reasonably in evaluating Key Personnel qualifications. Such acceptance by the SCCOE responsible administrator of a change in Key Personnel or identification of Key Personnel in the initial Agreement shall not constitute any assumption of responsibility or liability on the part of SCCOE for the individuals identified as Key Personnel's ability to perform.

#### **5. INDEPENDENT CONTRACTOR**

- 5.1. CONTRACTOR or any agent or employee of CONTRACTOR shall be deemed at all times to be an independent contractor and not an employee of the SCCOE. CONTRACTOR shall be wholly responsible for the manner in which it performs the services required of it under this Agreement. Nothing contained in this Agreement shall be construed as creating an employment or agency relationship between the SCCOE and CONTRACTOR or its agents and employees. Any direction from the SCCOE shall be construed as providing for direction as to conformity to SCCOE policy and not as the means by which such a result relating to CONTRACTOR's work is obtained. The SCCOE does not retain the right to control the means or the method by which CONTRACTOR performs work under this Agreement.
- 5.2. CONTRACTOR shall be solely responsible for all costs and expenses incidental to the performance of services as outlined in Appendix A, including but not limited to, all costs of equipment, all employee, agent, and subcontractor costs, all fees, fines, licenses, bonds, state and federal income tax, unemployment insurance, and all applicable withholdings required or imposed against CONTRACTOR or CONTRACTOR's employees, interns, volunteers, subcontractors, agents or representatives.

#### **6. USE OF SCCOE EQUIPMENT**

- 6.1. CONTRACTOR will supply all tools and instruments required to perform the services under this Agreement. CONTRACTOR is not required to purchase or rent any tools, equipment or services from SCCOE.
- 6.2. SCCOE maintains student educational records containing personally identifying information and health information which is protected under state and federal law. If CONTRACTOR has a legitimate educational interest that requires that CONTRACTOR access protected educational records to perform CONTRACTOR's scope of work under this Agreement, and if CONTRACTOR is permitted the use of SCCOE equipment for the purpose of accessing protected files through SCCOE's computer network with restricted access, such use of SCCOE equipment shall not constitute an employer relationship between CONTRACTOR and SCCOE. SCCOE shall not be responsible for any damages, including damage to persons or property arising out of or related to CONTRACTOR's use of any SCCOE equipment.

#### **7. INSURANCE**

Without in anyway limiting CONTRACTOR's liability pursuant to the "Indemnification" section of this Agreement,

CONTRACTOR shall procure and maintain during the full term of this Agreement the following insurance amounts, coverage and endorsements:

- 7.1. General Liability Insurance with limits not less than \$1,000,000 (one million dollars) each occurrence Combined Single Limit for Bodily Injury and Property Damage (including coverage for claims of sexual abuse and molestation).
- 7.2. General Liability Insurance Endorsements
  - a. General Liability Insurance Endorsement for Negligence Related to Sexual Abuse or Molestation providing coverage for allegations of wrongful acts or negligence should an injury occur as a result of sexual abuse. Such coverage shall provide for defense outside of liability limits and provide liability coverage of \$3 million per sexual abuse injury. Such insurance must include coverage for sexual abuse perpetrated by an intern, psychologist, counselor, employees, officer or director, business invitee, volunteer or representative, and agent.
  - b. Each and every General Liability policy and endorsement shall include the following:
    1. Name as Additional Insured the Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.
    2. State that such policy is primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.
    3. If any policies are written on a claims-made form, CONTRACTOR agrees to maintain such insurance continuously in effect for three years following completion of this Agreement or extend the period for reporting claims for three years following the completion of this Agreement, such that occurrences which take place during the Agreement period shall be insured for three years following completion of the Agreement.
- 7.3. Workers' Compensation Insurance, with Employer's Liability limits not less than \$1,000,000 (one million dollars) each accident. CONTRACTOR agrees to release, indemnify and hold harmless SCCOE from all claims, fines, and actions, including any award by a Worker's Compensation tribunal or similar administrative body, or in a court of law, arising out of claims by an employee or agent of CONTRACTOR or its subcontractor for work related injuries arising out of the performance of this Agreement.
- 7.4. Professional Liability (E & O) Insurance with limits not less than \$1,000,000.00 (one million dollars) each occurrence and in the aggregate. Coverage must at a minimum apply to negligent Errors and Omissions arising out of professional services, performed under the contract, with any deductible not to exceed \$100,000 each claim. If the insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

## **8. VERIFICATION OF INSURANCE COVERAGE**

- 8.1. The CONTRACTOR shall furnish certificates of insurance to the SCCOE responsible administrator for review and approval at the time of signing this Agreement. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of execution of the contract to the CONTRACTOR. CONTRACTOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. CONTRACTOR shall provide written notice to the SCCOE Director of Risk Management of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change. CONTRACTOR shall furnish a copy of the insurance policy or policies upon request of the SCCOE Director of Risk Management within (10) ten calendar days of written request.

## **9. INDEMNIFICATION**

- 9.1. CONTRACTOR shall hold harmless, indemnify and defend SCCOE, its Board, officials, agents, and employees, interns, volunteers and representatives harmless from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrong conduct of the CONTRACTOR or its sub-contractors. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits related to work performed under this Agreement, in the name of SCCOE when applicable, and shall pay all costs, including without limitation reasonable attorneys' fees and appellate attorney's fee, and judgments which may issue thereon. The CONTRACTOR's obligation under this paragraph shall not be limited in any way to the agreed upon contract price, or the CONTRACTOR's limit of, or lack of, sufficient insurance protection and shall apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the CONTRACTORS, its agents, employees, interns, volunteers, subcontractors, servants or representatives.

## **10. DEFAULT**

- 10.1. If CONTRACTOR fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then CONTRACTOR shall be in default. Upon the occurrence of a default hereunder SCCOE, in addition to all remedies available to it by law, may immediately, upon written notice to CONTRACTOR, terminate this Agreement whereupon all payments, advances, or other compensation paid by the SCCOE to CONTRACTOR while CONTRACTOR was in default shall be immediately returned to the SCCOE. CONTRACTOR understands and agrees that termination of this Agreement under this section shall not release CONTRACTOR from any obligation accruing prior to the effective date of termination. In the event of termination due to default, in addition to the foregoing, SCCOE may also suspend or withhold reimbursements from CONTRACTOR until such time as the actions giving rise to default have been cured.
- 10.2. CONDITIONS CONSTITUTING DEFAULT. A finding of Default and subsequent termination for cause may include, without limitation, any of the following:
- a. CONTRACTOR fails to obtain or maintain the insurance or endorsements, certifications, licenses, and, or clearances herein required.
  - b. CONTRACTOR fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement.
  - c. CONTRACTOR fails to commence the work to be performed under this Agreement within the time provided or contemplated herein, or fails to complete the work to be performed under this Agreement in a timely manner as required by this Agreement and/or stated in Appendix A Scope of Work and Appendix B Compensation and Schedule of Payments.
  - d. CONTRACTOR fails to submit an invoice for work performed within sixty (60) days of completion of the contract.
- 10.3. TIME TO CURE DEFAULT. The SCCOE Responsible Administrator shall provide written notice to CONTRACTOR as to a finding of default, and CONTRACTOR shall take all necessary action to cure said default within five (5) calendar days of the Default or a longer time as SCCOE may state in said notice, after which time the SCCOE may terminate the Agreement. The SCCOE Responsible Administrator at his/her sole discretion may allow additional days to perform any required cure if CONTRACTOR provides written justification deemed reasonably sufficient.

## **11. DISPUTE RESOLUTION**

- 11.1. Prior to any action or resort to any legal remedy, SCCOE and CONTRACTOR agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any dispute that may arise concerning the performance by either party of their obligations under this Agreement. If SCCOE's and CONTRACTOR'S Responsible Administrator cannot resolve disputes through such negotiations, then the each Parties' representative will escalate the dispute to their respective executives who shall have authority to resolve the controversy and who are at a higher level of management than the representatives conducting the initial negotiation.
- 11.2. CONTRACTOR understands and agrees that all disputes between it and SCCOE based upon an alleged violation of the terms of this Agreement by the SCCOE shall be submitted for resolution in the following manner:

- 11.3. The initial step shall be for the CONTRACTOR to notify the SCCOE Responsible Administrator in writing of the dispute and submit a copy to the SCCOE Risk Manager.
- 11.4. Should the CONTRACTOR and the SCCOE Responsible Administrator fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing, with all supporting documentation, to the Chief Business Officer. Upon receipt of said notification the Chief Business Officer shall review the issues relative to the dispute and issue a written finding.
- 11.5. Should the CONTRACTOR and the Chief Business Officer fail to resolve the dispute the CONTRACTOR shall submit their dispute in writing within five (5) calendar days of the issuance of the written finding to the Deputy Superintendent. Failure to submit such appeal of the written finding within the stipulated timeframe shall constitute acceptance of the finding by the CONTRACTOR. Upon receipt of said notification the Deputy Superintendent shall review the issues relative to the dispute and issue a written finding.
- 11.6. If the executives cannot resolve the dispute to the satisfaction of both Parties, then SCCOE and Contractor may attempt to mutually agree on the conditions under which such unresolved disputes can be referred to mediation or non-binding arbitration.

## **12. MEDIATION - WAIVER OF JURY TRIAL**

- 12.1. In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the performance of this Agreement and/or following the completion of the work to be performed under this Agreement the parties to this Agreement agree, that all disputes between them shall be submitted to non-binding mediation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Santa Clara County, State of California, or another mutually agreeable location if the parties so agree in writing. The parties will split the costs of a certified mediator on a 50/50 basis. The CONTRACTOR agrees to include such similar contract provisions with all Sub-CONTRACTORS, volunteers, interns, agents, and/or independent contractors and/or CONTRACTOR's retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.
- 12.2. In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

## **13. TERMINATION**

### **SCCOE'S RIGHT TO TERMINATE**

- 13.1. SCCOE, through its Responsible Administrator has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to work authorized under this Agreement, whether finished or not, must be turned over to the Responsible Administrator. The CONTRACTOR shall be paid all sums earned up to the date of termination as stated in the written notices provided by SCCOE, in accordance with provisions of Appendix B, Compensation and Schedule of Payments, provided that said documentation is turned over to the Responsible Administrator within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by CONTRACTOR until all documentation is delivered to the Responsible Administrator.
- 13.2. CONTRACTOR shall have no recourse or remedy from a termination made by SCCOE except to retain the fees earned and already disbursed as compensation for the satisfactory work that was performed in complete compliance with the Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against SCCOE, its officials, employees, interns, agents or representatives.

### **CONTRACTOR'S RIGHT TO TERMINATE**

- 13.3. The CONTRACTOR shall have the right to terminate this Agreement, in writing, following breach by SCCOE, if the breach of contract has not been corrected within sixty (60) days from the date SCCOE receipt of a written statement from CONTRACTOR specifying its breach of its duties under this Agreement.



- 13.4. The termination provisions set forth an incremental process for termination that allows the parties the opportunity to communicate regarding their dispute and attempt to informally resolve the matter before terminating the Agreement and thereby avoid unnecessary interruption or costs associated with litigation.

#### **14. CONFLICT OF INTEREST**

- 14.1. CONTRACTOR warrants and represents that it has read, understands and will comply with the Conflict of Interest laws and requirements for the State of California. CONTRACTOR further represents that to the best of his/her knowledge there exists no actual or potential conflict between the CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of any change in either private interests or services under this Agreement. CONTRACTOR will immediately notify SCCOE of any question regarding possible conflict of interest which may arise as a result of such change.

#### **15. OWNERSHIP OF CREATIONS AND WORK FOR HIRE**

- 15.1. CONTRACTOR agrees that all developments, ideas, written and, or recorded material, copyrightable creations, works of authorship, and other contributions (herein collectively referred to as "Creations"), whether or not copyrighted or copyrightable, conceived, made, developed, created or acquired by CONTRACTOR, either individually or jointly, which relates in any manner to CONTRACTOR's work for SCCOE under this Agreement (regardless of the extent developed at CONTRACTOR's or SCCOE's facilities, at an individual's home, or elsewhere), shall be deemed to be a work made for hire initially owned by SCCOE. To the extent that this provision does not effectively transfer such rights, CONTRACTOR, and its employees, agents, subcontractors do hereby sell, assign, and transfer to SCCOE CONTRACTOR's right, title and interest (worldwide) in and to such Creations and all intellectual property rights thereto.
- 15.2. All tracings, plans, documents, drawings, specifications, maps, computer files, and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies, will be considered works made for hire and will, based on incremental transfer, become the property of SCCOE upon payments made to CONTRACTOR or termination of the Agreement, without restriction or limitation on their use and will be made available on request to SCCOE at any time during the performance of such services and/or upon completion or termination of this Agreement. CONTRACTOR shall not copyright any material and products or patent any invention developed under this Agreement. SCCOE shall have the right to visit the site for inspection of the work and the products of CONTRACTOR at any time. The foregoing provisions shall survive the term and termination of this Agreement.

#### **16. PRIVACY OF STUDENT RECORDS**

- 16.1. CONTRACTOR and its employees, interns, volunteers, subcontractors agents and representatives shall comply at all times with the requirements relating to the confidentiality of "Protected Health Information" (PHI) as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and the rules and regulations thereunder (collectively, "HIPPA") as is necessary for the performance of the duties and responsibilities under this agreement. CONTRACTOR and its employees, interns, volunteers, subcontractors, agents and representatives' failure to comply with the provisions shall constitute a material breach of this agreement. It is possible that in providing the services, CONTRACTOR and its employees, interns, volunteers, subcontractors, agents and representatives may have or be provided access to "protected health information" (PHI) as that term is defined in "HIPPA, CONTRACTOR and its employees, interns, volunteers, subcontractors, agents and representatives acknowledges that all protected health information shall be treated as confidential information.
- 16.2. If CONTRACTOR obtains access to student education records in connection with the work performed under this Agreement, CONTRACTOR agrees to hold all student education records that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent in accordance with federal and state law, including, but not limited to the "Family Education Rights and Privacy Act" (FERPA) as amended 20 U.S.C. 1232g; 34 C.F.R. § 99.33 (a), (b) and California Education Code § 49064 and §49076.
- 16.3. Limitation on Use. CONTRACTOR agrees to use each student education record that it may receive pursuant to this Agreement solely for a purpose(s) consistent with its authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.33 (a) (2).)

- 16.4. Recordkeeping Requirements. CONTRACTOR agrees to comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- 16.5. Acknowledgement of Receipt of Notice of Family Educational Rights Privacy Act Regulations. By signature of its authorized representative or agent on this Agreement, CONTRACTOR, hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records, or personally identifiable information contained in student education records, that it may receive pursuant to this Agreement to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.
- 16.6. Return or Destruction of Student Education Records. Upon termination, cancellation, expiration, or other conclusion of this Agreement, CONTRACTOR shall return all copies of student records that it has received from SCCOE pursuant to this Agreement within two (2) weeks or, if return of records is not feasible or desirable as determined by SCCOE, CONTRACTOR shall instead promptly destroy any and all copies of SCCOE education records in its possession upon written request from SCCOE and shall further confirm such destruction in writing to SCCOE within two (2) weeks of the destruction of the data.
- 16.7. As a general matter, health information that is included in student educational records is excluded from HIPPA, and is covered by the student records privacy regulations promulgated under FERPA and Cal. Ed. Code § 49076.). Student health information contained in educational records must be protected from disclosure in the same manner as education records that are maintained by an educational institution or agency in compliance with FERPA. (FERPA 20 U.S. Code § 1232g(4)(A) and (6)(1); HIPPA 45 C.F.R. 160.103(2)(i) and (2)(ii)). If CONTRACTOR obtains access to student education records that include health information, in connection with the work performed under this Agreement, whether such health information be oral or recorded in any form or medium, CONTRACTOR agrees to hold all student education records and health information that it may receive pursuant to this Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); Cal. Ed. Code § 49076 (3).)
- 16.8. Notwithstanding the foregoing, a covered entity may use or disclose protected health information to a public health authority or other appropriate government authority authorized by law to receive reports of child abuse or neglect. (45 C.F.R. § 164.512 (b)(1) (ii)); Cal. Ed. Code § 49076 (2)(A).

## **17. AUDIT AND INSPECTION OF RECORDS**

- 17.1. The CONTRACTOR agrees to maintain and make available to the SCCOE accurate accounting and other records relative to its obligations under this Agreement. The CONTRACTOR will participate promptly and cooperatively in any audits conducted by the SCCOE or its nominee, and permit the SCCOE or a representative to perform an audit, examine and make copies from such books and records during regular business hours at a location in Santa Clara County, California or a mutually agreeable location. The CONTRACTOR shall maintain such data and records for a period of not less than five years after a final payments under this Agreement or until after final audit has been completed, whichever is later.

## **18. SUBCONTRACTING**

- 18.1. The CONTRACTOR is prohibited from subcontracting this Agreement or any services provided pursuant to this Agreement unless such subcontracting is agreed to in writing and executed in the same manner as this Agreement. No party on the basis of this Agreement shall in any way contract on behalf of or in the name of the other party of this Agreement, and violation of this provision shall confer no rights on any third party and shall be void.

## **19. ASSIGNMENT**

- 19.1. It is understood, and agreed that the services to be performed by the CONTRACTOR are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by the CONTRACTOR without the prior written consent of the responsible administrator or his or her designee.

## **20. NON DISCRIMINATION**

- 20.1. Contractor agrees that it shall not discriminate on the basis of sex, race, religious creed, national origin, age, ancestry, physical disability, marital status, sexual orientation, gender, AIDS/ARC/HIV status, or disability, in its performance under this Agreement.

## **21. DEPARTMENT OF JUSTICE CLEARANCES AND FINGERPRINTING**

- 21.1. CONTRACTOR is required to comply with the criminal background check provisions of Education Code Section 45125.1. CONTRACTOR hereby authorizes SCCOE to conduct criminal background checks with the California Department of Justice (CDOJ) and the FBI for all CONTRACTOR employees, interns, volunteers, subcontractors, agents, and representatives assigned to the SCCOE, and CONTRACTOR will certify that no employees, interns, volunteers, subcontractors, agents, or representatives who have been convicted of serious or violent felonies as specified, will have contact with students being served pursuant to the terms of this Agreement. However, such certification shall not relieve the CONTRACTOR, its agents, employees, interns, volunteers, subcontractors, agents and representatives of the obligation to independently complete the background check and fingerprinting process required pursuant to state law. The certification regarding felony conviction does not apply to an employee, agent or volunteer who has obtained a certificate of rehabilitation and pardon pursuant to California Penal Code Section 4852.01 et seq. for a serious or violent felony listed under EC 45122.1.
- 21.2. CONTRACTOR will provide the SCCOE with a list of all employees, interns, volunteers, subcontractors, agents and representatives who may have contact with students being served pursuant of this Agreement, and specify to which SCCOE sites or locations where services will be rendered where the individual will be assigned. Submit list to Human Resources Program Support Services (<https://www.sccoe.org/depts/Human-Resources/talent-management/Pages/student-access.aspx>) at (408) 453-4362 or via email at [HRprogramsupport@sccoe.org](mailto:HRprogramsupport@sccoe.org).
- 21.3. As written certification of its compliance with this Section 21 and each of its subparts, CONTRACTOR will complete and submit the SCCOE Criminal Background Check/Tuberculosis/ Immunization/Mandatory Reporter Training Certification Form ("CBC/TB form") which shall be submitted by CONTRACTOR along with a completed Adult Tuberculosis Risk Assessment Questionnaire and Certificate of Completion for each of CONTRACTOR'S employees, interns, volunteers, subcontractors, agents or representatives that may have contact with or access to students. CONTRACTOR'S written certification must be submitted to Human Resources Talent Management at (408) 453-4362 or via email at [Talent\\_Management@sccoe.org](mailto:Talent_Management@sccoe.org).
- 21.4. CONTRACTOR understands and agrees that as a condition of the Agreement, each of CONTRACTOR's personnel who may have contact with students shall authorize SCCOE in writing to conduct the Live Scan fingerprint process and CONTRACTOR shall immediately upon request by SCCOE, provide: 1) written authorization to SCCOE to perform said fingerprinting; and 2) written authorization for SCCOE to request from the Department of Justice, a background check for CONTRACTOR, and its employees, interns, volunteers, subcontractors, agents, and representatives, including but not limited to subsequent arrest notification, from the Department of Justice regarding the employees, interns, volunteers, subcontractors, agents, and representatives. (Ed. Code §§ 44340 and 44341, 44332.6, 44830.1).
- 21.5. All costs associated with fingerprinting, Department of Justice (DOJ), and Federal Bureau of Investigation (FBI) clearances will be borne by the CONTRACTOR. For any employees, interns, volunteers, subcontractors, agents or representatives that CONTRACTOR hires or otherwise engages subsequent to CONTRACTOR's initial submission of the personnel list to SCCOE, CONTRACTOR shall notify and submit an additional personnel list to SCCOE and immediately provide to SCCOE written authorization for SCCOE to perform fingerprinting and request DOJ and FBI background checks and clearances on CONTRACTOR's subsequent hires or subcontractors prior to CONTRACTOR's subsequent hires performing work under this Agreement. CONTRACTOR shall also immediately provide tuberculosis screening and certificates of completion and immunization certification forms for any CONTRACTOR employees, interns, volunteers, subcontractors, agents and representatives that CONTRACTOR hires subsequent to Contractor's initial submission of the CBC/TB form to SCCOE. All fingerprinting and DOJ clearances must be performed contemporaneously with the commencement of the SCCOE contract.
- 21.6. CONTRACTOR will conduct a FBI and DOJ background check in the state of residence for each of CONTRACTOR's employees, interns, volunteers, subcontractors, agents, and representatives residing

outside of California. CONTRACTOR shall provide SCCOE with CONTRACTOR'S employees, interns, volunteers, subcontractors, agents and representatives' written authorization for SCCOE to review the report of said background checks prior to performance of work pursuant to this Agreement by CONTRACTOR's employees, interns, volunteers, subcontractors, agents, and representatives, who do not reside in the State of California and who may have contact with, or access to students.

- 21.7. When the SCCOE receives clearance from both DOJ and FBI for CONTRACTOR or its personnel as required by California law, the CONTRACTOR will be notified by SCCOE that work can begin under this Agreement. CONTRACTOR shall not permit any employees, interns, volunteers, subcontractors, agents and representatives to have any contact with pupils on any SCCOE site, or SCCOE related activity until the Agreement has been fully executed and CONTRACTOR's employees, interns, volunteers, subcontractors, agents and representatives have completed and been notified by SCCOE Talent Management of the satisfactory fulfillment of requirements set forth in this Agreement regarding the DOJ, FBI fingerprinting and background check and tuberculosis and immunization records certification and clearance process. Failure by CONTRACTOR to comply with this Section may result in termination of this Agreement at the SCCOE's sole discretion.

## **22. MANDATED REPORTER TRAINING**

- 22.1. Our organization is committed to creating and maintaining an environment where everyone feels comfortable, respected, and free from unlawful discrimination, harassment, retaliation and abusive conduct.

We have adopted two interactive courses designed to assist CONTRACTORS to understand their rights, responsibilities, and our policies regarding discrimination, harassment, and abusive conduct.

In order to maintain consistency and reliability in compliance with mandated reporting and promote the health and welfare of students, each CONTRACTOR and its employees, interns, volunteers, subcontractors, agents, and representatives who will or may have access to students through this Agreement shall complete mandated reporter training and harassment and discrimination training provided by SCCOE.

Pursuant to this Agreement, each CONTRACTOR and its employee, agent, intern or volunteer working with or around students shall be identified as a mandated reporter and must complete an SCCOE mandated reporter acknowledgement form and SCCOE mandated reporter training prior to providing services, and must annually undergo such training within the first six weeks of each new school year.

Pursuant to this Agreement, each CONTRACTOR and its employee, agent, intern or volunteer must complete harassment and discrimination training prior to providing services and biennial thereafter.

- 22.2. Those working in our licensed day care facilities must complete an additional mandated reporter training prior to start and annually at the beginning of the school year.

## **23. TUBERCULOSIS SCREENING**

- 23.1. If CONTRACTOR or its personnel may have contact with students, CONTRACTOR shall submit for each employee, intern, volunteer, agent and representative a completed Adult Tuberculosis Risk Assessment Questionnaire and Certificate of Completion confirming that said personnel have completed a tuberculosis risk assessment and certificate of completion within the last sixty (60) days with no tuberculosis risk factors identified or, if tuberculosis risk factors have been identified, has been examined and determined by a licensed health care provider authorized to perform a tuberculosis risk assessment pursuant to Education Code section 49406 that he or she is free of infectious tuberculosis. CONTRACTOR shall submit to SCCOE for each of CONTRACTOR'S employees, interns, volunteers, agents and representatives a completed Adult Tuberculosis Risk Assessment Questionnaire and Certificate of Completion which must be updated and resubmitted every four years.



- 23.2. CONTRACTOR further acknowledges and agrees that CONTRACTOR shall be responsible for the costs of the tuberculosis risk assessment and certificate of completion. CONTRACTOR shall also immediately provide tuberculosis screening and certificates of completion and immunization certification forms for any CONTRACTOR employees, interns, volunteers, subcontractors, agents and representatives that CONTRACTOR hires subsequent to Contractor's initial submission of the CBC/TB form to SCCOE.

#### **24. DAY CARE FACILITIES IMMUNIZATIONS AND EXEMPTIONS**

- 24.1. Each employee and volunteer shall be immunized against influenza, pertussis and measles and receive an influenza vaccination between August 1 and December 1 of each year, unless exempt from doing so pursuant to Health and Safety Code § 1596.7995.
- 24.2. If CONTRACTOR or its personnel may have contact with students at a day care center, CONTRACTOR shall submit immunization records for each employee, agent, and intern subcontractor or volunteer and a list identifying such persons by name.
- 24.3. Contractor acknowledges and agrees that:
- CONTRACTOR shall be responsible for the costs of the immunizations.
  - CONTRACTOR certifies and agrees that its employees, interns, volunteers, subcontractors, agents, and representatives may only be exempt from this requirement if they submit a written statement from a physician licensed pursuant to Business and Professions Code Section 2050 declaring that because of the person's physical condition or medical circumstances, immunization is not safe; or submits a written statement from a physician licensed pursuant to Business and Professions Code Section 2050 providing that the person has evidence of current immunity.

#### **25. WAIVER**

- 25.1. SCCOE's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of any such default or right to which SCCOE is entitled, nor shall it in any way affect the right of SCCOE to enforce such provisions thereafter.

#### **26. VENUE**

- 26.1. This Agreement shall be governed by the laws of the State of California. The venue for all litigation relative to this Agreement shall be Santa Clara County.

#### **27. SECTION HEADINGS**

- 27.1. The section headings contained herein are for convenience in reference and are not intended to define the scope of any provision of this Agreement.

#### **28. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**

- 28.1. Original copies of this Agreement shall be executed by the respective party's authorized signatory(ies). This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

#### **29. SEVERABILITY**

- 29.1. If any term or provision of this Agreement shall be found illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

### 30. NOTICE TO PARTIES

All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office, postage prepaid and registered, as follows:

#### NOTICE TO THE SCCOE OFFICE:

Santa Clara County Office of Education

Division:

1290 Ridder Park Drive, MC \_\_\_\_\_

San Jose, CA 95131

Ph: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## NOTICE TO THE CONTRACTOR

|                     |  |
|---------------------|--|
| CONTRACTOR          |  |
| CONTACT PERSON NAME |  |
| STREET ADDRESS      |  |
| CITY                |  |
| STATE               |  |
| ZIP                 |  |
| TELEPHONE           |  |
| FAX                 |  |
| EMAIL ADDRESS       |  |
| TAXPAYER I.D.       |  |

### 31. NO THIRD PARTY BENEFICIARY

31.1. No persons other than the CONTRACTOR and SCCOE shall have any rights whatsoever under this Agreement.

### 32. SIGNATURES OF THE PARTIES

**CONTRACTOR  
APPROVED BY:**

**SANTA CLARA COUNTY OFFICE OF  
EDUCATION APPROVED BY:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Contractor Company Name

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX A  
SCOPE OF SERVICES**

**Description of Services** – The services to be performed pursuant to this Agreement include the following:

*If additional space is required, please continue on the following page.*

|  |
|--|
|  |
|--|

**SERVICE LOCATION**

|                  |
|------------------|
| Address          |
| City, State, Zip |

**Project Milestones and Deliverables** – CONTRACTOR shall submit invoices to SCCOE at the completion of each project milestone provided pursuant to this Agreement in accordance with the dates and times set forth in Schedule B Compensation and Schedule of Payments. Payments will be due upon completion and acceptance of the deliverables specified herein.

| <b>Project Milestone</b><br>List project milestones and number them below | <b>Date for Completion</b><br>("On or about" when date is not established) | <b>Location</b><br>("On or about" when location is not established) |
|---|--|---|
|   |  |   |

**Deliverables and Acceptance Criteria**

| <b>Deliverables</b><br>List project deliverables and number them below | <b>Acceptance Criteria</b> |
|--|----------------------------|
|  |                            |

**APPENDIX B  
COMPENSATION AND SCHEDULE OF PAYMENTS**

**Total Compensation Amount**

**The total not to exceed amount of this Professional Services Agreement is**

**\$ \_\_\_\_\_.**

| <b>Key Personnel Name / Job Title / Certification</b><br><small>List the name, job title, and certification, and rate for each key personnel and number them below</small> | <b>Rate</b> |
|--|-------------|
|  |             |

The services performed under this agreement will be compensated in accordance with the CONTRACTOR rate schedule noted above.

**Non reimbursable Expenses** - Travel is not a reimbursable expense and all travel costs must be included in the total contract price.

**INVOICES**

INVOICES FOR LEGAL SERVICES, WORKER'S COMPENSATION, EMPLOYEE BENEFITS, AND STUDENT RELATED MATTERS ARE CONSIDERED TO BE CONFIDENTIAL IN NATURE AND SHALL BE SUBMITTED DIRECTLY TO THE SCCOE RESPONSIBLE ADMINISTRATOR FOR REVIEW AND APPROVAL.

All non-confidential invoices will be submitted directly to Accounts Payable. SCCOE generally will process and pay bills within thirty (30) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. If reimbursement of expenses is authorized, CONTRACTOR shall submit invoices for such expenses, including full documentation of each expense incurred. The invoice shall be accompanied by a separate confidential invoice support statement that briefly describes each item of work performed, the identity of the person who performed the work, the time of performance if payment is on an hourly basis, and itemized reimbursable expenses. Payments are subject to a final review upon completion of services or other termination of this contract.

# Request for Taxpayer Identification Number and Certification

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

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |   |
|--|---|---|
| Print or type.<br>See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.   |   |
|  | 2 Business name/disregarded entity name, if different from above  |   |
|  | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
|  | 5 Address (number, street, and apt. or suite no.) See instructions.   | Requester's name and address (optional)   |
|  | 6 City, state, and ZIP code   |   |
|  | 7 List account number(s) here (optional)  |   |

## Part I Taxpayer Identification Number (TIN)

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

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

|                                |  |  |  |   |  |  |  |   |  |
|--------------------------------|--|--|--|---|--|--|--|---|--|
| Social security number         |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  | - |  |
| or                             |  |  |  |   |  |  |  |   |  |
| Employer identification number |  |  |  |   |  |  |  |   |  |
|                                |  |  |  | - |  |  |  |   |  |

## Part II Certification

Under penalties of perjury, I certify that:

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

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

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

## General Instructions

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

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

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

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

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

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



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

**Payments you receive will be subject to backup withholding if:**

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .   | THEN check the box for . . .  |
|--|---|
| • Corporation  | Corporation   |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.   | Individual/sole proprietor or single-member LLC   |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership  | Partnership   |
| • Trust/estate   | Trust/estate  |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

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

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

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

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

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

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

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

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

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

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

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), 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.

**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) other than an account maintained by an FFI                          | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)   | Each holder of the account  |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)   | The minor <sup>2</sup>  |
| 5. 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>   |
| 6. Sole proprietorship or disregarded entity owned by an individual  | The owner <sup>3</sup>  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor*  |
| For this type of account:  | Give name and EIN of:   |
| 8. Disregarded entity not owned by an individual   | The owner   |
| 9. A valid trust, estate, or pension trust   | Legal entity <sup>4</sup>   |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                     | The corporation   |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization                    | The organization  |
| 12. Partnership or multi-member LLC  | The partnership   |
| 13. A broker or registered nominee   | The broker or nominee   |

| For this type of account:   | Give name and EIN of: |
|---|-----------------------|
| 14. 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     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))  | The trust             |

<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 "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<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*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

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

## **DRUG-FREE WORKPLACE CERTIFICATION**

This Drug-Free Workplace Certification is required pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the SANTA CLARA COUNTY OFFICE OF EDUCATION determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to suspension of payments,

termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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NAME OF CONTRACTOR

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Signature

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Print Name

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Title

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Date