



**RFP 03-23-24**

**REQUEST FOR PROPOSAL  
FOR  
SCCOE HVAC PREVENTATIVE & enteliWEB TECHNICAL MAINTENANCE SERVICES**

**PROPOSAL DUE DATE  
3:00 pm, Wednesday, October 11, 2023**

**SUBMIT PROPOSALS TO  
Jas Sohal  
Manager, Purchasing Services  
Santa Clara County Office of Education  
1290 Ridder Park Drive  
San Jose, CA. 95131  
408-453-6858**

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FOR  
RIDDER PARK HVAC PREVENTATIVE & enteliWEB TECHNICAL MAINTENACE SERVICES

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Jas Sohal  
Purchasing Manager

## INSTRUCTIONS AND CONDITIONS

### NOTICE INVITING PROPOSAL

#### RFP 03-23-24 RIDDER PARK HVAC PREVENTATIVE & enteliWEB MAINTENACE SERVICES

Notice is hereby given that the Board of Trustees of the Santa Clara County Office of Education (hereinafter referred to as (SCCOE)), is requesting submissions from interested vendors to provide proposals RFP 03-23-24 RIDDER PARK HVAC PREVENTATIVE & enteliWEB MAINTENACE SERVICES located the Santa Clara County Office of Education at 1290 Ridder Park Drive, San Jose CA 95131. No offer of intent should be construed from this legal notice that the (SCCOE) intends to enter into a contract with the interested company for the RFP 03-23-24 RIDDER PARK HVAC PREVENTATIVE & enteliWEB MAINTENACE SERVICES unless, in the sole opinion of the (SCCOE), it is in the best interest of the (SCCOE) to do so. The (SCCOE) reserves the right to negotiate final contractual es with the successful company.

- **Mandatory Job Walk:** SCCOE will conduct a pre-bid work site job walk on Friday at 9:00am to 11:00am at the SCCOE located at 1290 Ridder Park Drive, San Jose CA 95131. We will meet in the front lobby area.
- **Submittal:** The SCCOE is requesting two (2) copies of the written proposals be submitted. All proposals must be in sealed envelopes bearing on the outside the name of the consultant, the address, and the name of the RFP (RFP 03-23-24 RIDDER PARK HVAC PREVENTATIVE & enteliWEB MAINTENACE SERVICES) for which the proposal is submitted. It is the sole responsibility of the contractor 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 contractor unopened. Sealed proposals must be submitted via mail or in person at 1290 Ridder Park Drive, San Jose, CA 95131-2304 no later than **3:00 pm Friday, September TBD, 2023.**
- **Withdrawal:** Companies may not withdraw proposals for a period of sixty (60) days after the date set for opening of proposals.
- **Rejection:** The County Superintendent of Schools reserves the right to reject any and all proposals and to waive any irregularity therein. Proposals will be studied and a recommendation will be made to the County Superintendent of Schools.
- **Questions:** Interested firms should direct questions in writing, no later than end of day Friday, September TBD, 2023 to Gena Santini [gsantini@sccoe.org](mailto:gsantini@sccoe.org) and Jas Sohal [jsohal@sccoe.org](mailto:jsohal@sccoe.org). A copy of the RFP 03-23-24 will be available at url: <http://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx>

### REVIEW OF PROPOSALS

All responsive proposals shall be reviewed and evaluated by SCCOE in order to determine which Proposer best meets the SCCOE's needs for this Project. The criteria by which the SCCOE will evaluate proposal are set forth

in this RFP. SCCOE reserve the right to reject any and all proposals or waive any irregularities in any proposal or the proposal process. SCCOE reserve the right to negotiate the terms of the agreement for this Project with one or more Proposers. In reviewing the proposals, SCCOE may consider the following in addition to the scored evaluation criteria:

1. The qualifications (including education, training, licenses, experience, and past performance) of the Proposer and its agents, employees, and sub-consultants in completing projects of a similar type, size, and complexity. SCCOE may consider Proposer's timely and accurate completion of similar projects within budget.
2. The feasibility of the proposal based upon the methodology of the proposed scope of services, and the reasonableness of the schedule of billing rates.
3. Proposer's understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this RFP.
4. Proposer's proposed language for the Services Agreement.
5. Prior experience with SCCOE, other School Districts and/or Government entities.

#### PROPOSAL EVALUATION AND AWARD:

- a. The SCCOE will utilize proposal evaluation criteria generally consisting of:
  - Qualifications and service capabilities (0-20 points)
  - Experience and past performance (0-20 points)
  - Quality of service/customer service/References (0-20 points)
  - Response Time and Availability (0-10 points)
  - Cost (0-30 points)

Maximum Total Points = 100
- b. During the evaluation process, the SCCOE may request proposal clarifications, explanations and answers, best and final offers, interviews, and other information. The SCCOE, may request an Offeror to make a presentation and make itself available for an interview.
- c. It is anticipated that a contract will be made with the Offeror whose proposal is determined by the SCCOE to be in the overall best interest of the SCCOE by applying the evaluation criteria established in this RFP.

#### SIGNING OF PROPOSALS

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

#### TAXES, CHARGES, AND EXTRAS

1. Full contract price as quote to include Sales Tax, Use Tax, or other taxes.
2. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose, except taxes legally payable by the Santa Clara County SCCOE, will be paid unless expressly included and itemized on the proposal.
3. The Santa Clara County SCCOE does not pay Federal Excise Taxes. Do not include these taxes in your quote price; however, do indicate on the quote the amount of any such tax. The Santa Clara County SCCOE will sign an Exemption Certificate in lieu of such a tax.

### QUALIFICATIONS

All Proposers may be required to furnish evidence of their technical ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the Santa Clara County SCCOE, or who is a defaulter as surety, contractor 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 quote 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 vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

### WARRANTY

Vendor warrants to the Santa Clara County Office of Education (SCCOE) and/or its SCCOE's that the goods and/or services covered by this order will conform to the drawings, Specifications, samples, description, and time provisions furnished by the SCCOE and will be of first class material and workmanship and free from defects; and the SCCOE reserves the right to cancel the unfilled portion of this order without liability to vendor for breach of this warranty. Goods will be received subject to inspection and acceptance at destination by the SCCOE and risk of loss before acceptance shall be on vendor. Defective goods rejected by the SCCOE may without prejudice to any other legal remedy, be held at vendor's risk and returned at vendor's expense. Defects are not waived by acceptance of goods or by failure to notify vendor thereof.

The contractor shall warrant that all materials and workmanship shall be the quality, quantity and character specified and shown, and that any defect due to the use of any improper workmanship or materials discovered and made known to contractor within one (1) year from the filing of the Notice of Completion shall be made good by contractor without additional expense to the SCCOE.

### RIGHTS & REMEDIES FOR DEFAULT

1. In the event any item furnished by the vendor in the performance of the contract or purchase order shall fail to conform to the Specifications thereof, or the same submitted by the vendor with his quote, the Santa Clara County SCCOE may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the Santa Clara County SCCOE, and immediately to replace all such rejected items with others conforming to such Specifications or samples providing that should the vendor fail, neglect, or refuse to do so the Santa Clara County SCCOE shall thereupon have the right to purchase in the open market in lieu thereof, a corresponding quantity of any such items to deduct from any moneys due to that, may thereafter become due the vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the Santa Clara County SCCOE. In the event the vendor shall fail to make prompt delivery as specified of any item, the same condition as to the rights of the Santa Clara County SCCOE to purchase in the open market and to reimbursement set forth above

shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God, or the government.

2. Cost of inspection of materials and/or services provided which do not meet Specifications will be at the expense of the vendor.
3. The rights and remedies of the Santa Clara County SCCOE provided above shall be exclusive and are in addition to any other rights and remedies provided by the law or under the contract.

#### OSHA

All material, equipment, or labor shall comply with the required standards of OSHA and CAL OSHA 1973 as last revised.

#### PROPOSAL RESULTS

Proposal results are available for inspection in the Purchasing Office, Santa Clara County SCCOE, 1290 Ridder Park Drive, San Jose, California 95131.

#### PRICE, TERMS, AND CONDITIONS

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

1. Any cash discounts given to the SCCOE must be so stated on the quote.
2. Cash discounts taken by the Santa Clara County SCCOE, unless otherwise stated on the quote form shall be computed from the total invoice amount. This amount may include material, labor, taxes, shipping, storage and other related costs.
3. Prompt payment discounts offered for payment taken within a specified time period will not be considered in evaluating offers for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.
4. In connection with any discount offered, time will be computed from date of complete delivery of the services specified, or from date correct invoices are received, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing the warrant or check.

#### TERM OF AGREEMENT

The term of this agreement will be for one (1) year with options for four (4) additional years at SCCOE's discretion.

#### 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 quote.

#### WITHDRAWAL OF PROPOSAL

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

#### LISTING SUBCONTRACTORS

If any, each Proposer shall include with the sealed quote 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, contractor shall secure the payment of compensation to employees. Contractor 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 the code, and I will comply with such provision before commencing the performance of the work of this contract." The certificate is included herein.

#### FEES AND PERMITS

The contractor shall procure and pay for all permits, licenses, and fees, etc., required to carry on and complete his work.

#### INSURANCE REQUIREMENTS

Vendor shall take out and maintain and shall require all subcontractors, 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. Insurance Covering Special Hazards: Following special hazards shall be covered by rider or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:
  - A.) Automotive and truck where operated in amounts as above.
  - B.) Material hoist where used in amounts as above.

#### PROOF OF CARRIAGE OF INSURANCE

Vendor shall not commence work nor shall vendor 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:

Certificates and insurance policies shall include the following clause:

1. "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.

#### RESPONSIBILITY OF CONTRACTOR

Contractor shall be solely responsible for:

1. Compliance of subcontractors with insurance requirements; and
2. Other insurance coverage including, but not limited to loss, theft, fire, property damage, and glass breakage.

#### SAFETY AND INDEMNITY

The contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. No act, service, drawing review or construction review by the SCCOE, the architect, the engineers, or their consultants is intended to include review of the adequacy of the contractor's safety measure, in, on, or near the construction site.

The contractor will hold harmless, indemnify and defend the SCCOE, the architect, the engineers, and their consultants, and each of their officers, employees, and agents from any and all liability claims, losses, or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the SCCOE, the architect, the engineer, and his consultants, and each of their officers, employees, and agents.

All work and materials shall be in full accordance with all applicable OSHA, state, and local laws and regulations. Code compliance is mandatory. Nothing in these plans and specifications is to be construed to permit work not conforming to code.

#### EXPERIENCE

All labor performed on this contract shall be competent and skilled for this work. All work executed under this contract shall be done in the best, most thorough, substantial, and professional manner.

#### CLEAN UP

The contractor shall be responsible for necessary cleanup during progress of work, and shall take necessary safety precautions to prevent injury to students, workers, or the public. Upon the completion, the contractor shall remove all of contractor's equipment and debris, leaving the entire area clean and ready to use, all as approved by the SCCOE.

#### INSPECTION

The work will be inspected periodically by an authorized representative of the SCCOE.

#### OTHER CONDITIONS

The specifications herein set forth, together with any drawings attached hereto and made a part hereof shall form the basis of a contract between SCCOE and the successful Proposer, hereinafter referred to as the Contractor.



The Contractor shall be liable for any damage to buildings or property if said damage is caused as a result of any work done under this contract. As an example, all ceiling tiles damaged by the vendor shall be replaced with matching new or as new tiles.

The Contractor shall be responsible for compliance with whatever codes, laws, regulations, rules, and ordinances which apply to this contract.

The Contractor shall be responsible for adjusting any jurisdictional labor claims in such manner as to assure noninterference with the work of other contractors on the job, and further to assure no delay in the completion of Contractor's own work.

The Contractor shall make no substitution of items, materials, or methods except as approved in writing by the SCCOE. Full compliance with the specifications and drawings shall be required.

The SCCOE shall be held harmless in any suit, action, or dispute arising over license, franchise, or patent infringement involving equipment furnished in the specifications and drawings.

The SCCOE reserves the right to make such alterations, deviations, additions to, or omissions from the Specifications and drawings, including the right to increase or decrease any item or portion of work, as may, in his judgment be deemed necessary or advisable and to require such extra work as may be mandatory for the proper completion of the work. Such changes will be set forth in a contract change order which shall specify, in addition to the work done, the mutually acceptable compensation. When such change involves a deletion or omission of any item or part thereof, the value shall be determined from the contractor's itemized quote.

The SCCOE shall decide all questions which may arise as to the quality or acceptability of items and materials furnished and work performed; as to the acceptable fulfillment of the contract on the part of the contractor; and as to the interpretation of the Specifications and drawings.

It is intended that the specifications and drawings shall include everything requisite and necessary to the proper completion of the work, notwithstanding that every detail of every item or process is not particularly mentioned or delineated.

The Contractor shall comply with the obvious intent and meaning of these specifications and drawings which shall be construed to include all labor and materials, measures, and modes or work necessary to complete the work herein specified in a workmanlike manner.

The Contractor shall check the drawings and specifications prior to submitting quote for compliance with these provisions. No extra payment will be allowed for additional requirements necessary for this provision if it/they were apparent at the time of the quote and was not taken into account in the preparation of the quote.

The SCCOE reserves the right to award the Agreement as a result of the initial proposals received, or it may elect to conduct negotiations with those Offerors as determined by the SCCOE, to be within an acceptable competitive range, or to negotiate separately with any Offeror when it is determined to be in the best interest of the SCCOE.

STATEMENT OF WORK  
RIDDER PARK HVAC PREVENTATIVE & enteliWEB TECHNICAL MAINTENANCE SERVICES

**Required Contractor License:**

**B - General Contractor**  
**C20 – Warm-Air Heating, Ventilating, and Air Conditioning**

SCOPE OF WORK:

The Santa Clara County Office of Education is requesting Proposals for HVAC Preventative Maintenance & enteliWEB Technical Maintenance Services at 1290 Ridder Park Drive, San Jose, CA 95131.

1. Quarterly HVAC preventative maintenance: Existing systems at Ridder Park include, but are not limited to cooling towers, air handlers, fan filters, pumps, and boilers and will be available for inspection at the job walk.
2. Monthly technical maintenance services related to the enteliWEB Software for Delta Controls Building Management System to include:
  - Monthly remote EMS inspections
  - Advise on any necessary repairs or upgrades
  - Modify control strategy to enhance performance and stability
  - enteliWEB subscription renewal and installation labor each year
  - Remote technical labor
  - Annual enteliWEB license renewal
3. The consultant services shall include, but not limited to providing a comprehensive HVAC Maintenance, Services and Repair (As Needed) organizational wide throughout Santa Clara County.  
HVAC RESPONSIBILITIES:
  - Evaluate, troubleshoot and repair HVAC systems
  - Heat pumps- remove/replace blower motor and capacitor
  - Cleaning, aligning, calibrating, tightening, adjusting and lubricating equipment.
  - Troubleshoot breakdowns and repair malfunctioning HVAC systems and components; utilize measuring and testing instruments.
  - Install compressors, evaporators, motors, and piping as well as mechanical/ electrical controls and condensers.
  - Read and interpret blueprints/ diagrams
  - Troubleshooting and diagnostics electrical and mechanical repairs.
  - Conduct preventative and corrective maintenance on bearings, pumps, motors, fans, belts, refrigerant, valves, actuators and dampers.
  - Provides technical support and responds to trouble calls throughout the organization.
  - Prepare estimates for cost of parts and repairs.
  - Provide quotes for repairs.
  - Perform corrective and preventative maintenance as assigned.
  - Responsible for timely completion of assigned projects and customer satisfaction.
  - Able to service and repair mammoth units, split systems, VRF Systems Chillers, Rooftop and Bard Systems.

- Variable refrigerant flow.
- HVAC supplies own transportation and tools.

CONTRACTOR RESPONSIBILITIES

The Contractor will not transfer or assign duties related to this contract to other companies or agencies without the written approval of the Santa Clara County Office of Education.

The Contractor will be responsible for compliance with all other provisions of this contract. Execution of this contract by the Contractor will be deemed as his certification that he has carefully examined all provisions and appendices, found no conflict between and among them, and certifies to his ability and intent to comply with them.

Monthly invoices shall be detailed and include documentation for all labor and material charges service calls.

LICENSES AND AFFILIATIONS

Provide a list of Company Licenses and Affiliations as they may pertain to this contract.

PROPOSAL FORM  
FOR  
RIDDER PARK HVAC PREVENTATIVE & enteliWEB TECHNICAL MAINTENACE SERVICES

TO: THE SANTA CLARA COUNTY OFFICE OF EDUCATION

Pursuant and in compliance with your Instructions and Conditions and all other documents relating thereto, the undersigned offered, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is being done, and with the specifications and other contract documents, hereby proposed and agrees to perform within the time stipulated, in contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expandable equipment, and all utility and transportation services necessary to perform all of the work required in connection with PROPOSAL#: 03-23-24 all in strict conformity with the specifications and other contract documents, including addenda no's. \_\_\_ on file at: <https://www.sccoe.org/depts/bizserv/purchasing/Pages/Bids-Posting-System.aspx> or at the Office of the Purchasing Manager of the Santa Clara County Office of Education.

BASE PROPOSAL

- 1. Quarterly HVAC preventative maintenance: Existing systems at Ridder Park include, but are not limited to cooling towers, air handlers, fan filters, pumps, and boilers.
- 2. Monthly technical maintenance services related to the enteliWEB Software for Delta Controls Building Management System.

ANNUAL COSTS

Year 1: \$ \_\_\_\_\_

Year 2: \$ \_\_\_\_\_

Year 3: \$ \_\_\_\_\_

Year 4: \$ \_\_\_\_\_

Year 5: \$ \_\_\_\_\_

\$ \_\_\_\_\_

One time evaluation charge

SUB TOTAL: \$ \_\_\_\_\_

OTHER COSTS: \$ \_\_\_\_\_

Explain: \_\_\_\_\_

\_\_\_\_\_

One-time cost to establish monitoring connections (If any)

SUB TOTAL: \$ \_\_\_\_\_

OTHER COSTS: \$ \_\_\_\_\_

Explain: \_\_\_\_\_

\_\_\_\_\_

Weekend Services

\$ \_\_\_\_\_

SUB TOTAL: \$ \_\_\_\_\_

OTHER COSTS: \$ \_\_\_\_\_

Explain: \_\_\_\_\_

\_\_\_\_\_

GRAND TOTAL: \$ \_\_\_\_\_

**PROFESSIONAL CONSULTING SERVICE FEES**

Using the Schedule of Fees section below, provide a standard fee schedule for the specific tasks required by the statement of work provided. Fees should distinguish hourly rates, and should qualify rates for regular, overtime, and holiday work, if applicable. All rates must be inclusive of all costs, overhead, general administrative costs, mileage and travel, indirect and direct costs, fees, profit, etc. Be thorough and specific, as this will form the pricing basis of any resultant contract.

- 3. The consultant services shall include, but not limited to providing a comprehensive HVAC Maintenance, Services and Repair (As Needed) organizational wide throughout Santa Clara County.

**SCHEDULE OF FEES**

Please indicate your firm’s normal business hours, and itemize, if applicable, in the Schedule of Fees the separate per hour charge for overtime, holiday, or after-hours costs. Hourly fee must include prevailing wages.

ITEM#	DESCRIPTION	PER HOUR RATE
1	Journeyman Hourly Rate	
2	Journeyman Overtime Rate	
3	Trip Charges (If Applicable)	

**DIR & PREVAILING WAGES:**

Any installation or repair work where contractor project is \$1,000 and over are subjected to prevailing wages, requiring contractors to pay their works prevailing wages.

***Small project exemptions:*** means that contractors who work exclusively on small projects are not required to register as public works contractors or file electronic certified payroll reports for those projects.

*However, prevailing wages must still be paid on projects with small project exemption. Contractors are still required to maintain certified payroll records on a continuous basis, and*

provide those records to the Labor Commissioner's Office upon request.

Small project exemption is applied based on the amount of the entire project, not a contractor's subcontracted amount of the project. Small project exemption applies for all public works projects that do not exceed:

- \$25,000 for new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

**PROPOSAL BOND REQUIREMENTS**

If there are any installations or repairs that are \$25,000 or more the following will apply:

Per California Civil Code 9550 (a), A direct contractor that is awarded a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000) shall, before commencement of work, give a payment bond (100% of the contract amount) to and approved by the officer or public entity by whom the contract was awarded.

SCCOE at its discretion may require a performance bond or maximum retention of 10% of the contract price until project is completed and may not hold the retention after the notice of completion and the balance must be returned to the contractor within 30-35 days.

**CONTRACTOR'S LICENSE**

Licensed in accordance with the act providing for the registration of the contractors,  
License No. \_\_\_\_\_

\_\_\_\_\_  
(Expiration Date)

\_\_\_\_\_  
(Proper Name of Proposer)

**THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.**



**NO PROPOSAL IS VALID UNLESS SUBMITTED ON THIS FORM AND SIGNED BY AUTHORIZED AGENT FOR YOUR COMPANY.**

**SUBMITTED BY**

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

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

CITY & ZIP: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Authorized Agent)

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Please Print)

NOTE: If Proposer is a corporation, the legal name of the corporation shall be set forth above, together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Proposer is a partnership, the true name of the firm shall be set forth above, together with the signature of the partnership; and if Proposer is an individual, his signature shall be placed above.

**PLEASE SUBMIT THE FOLLOWING WITH YOUR PROPOSAL:**

DESCRIPTION OF FIRM – Maximum 4 pages please provide a brief description of the firm, statement of interest and qualifications of the firm and personnel. Include information regarding the size, location, nature of work performed, and years in business, and approach that will be used in meeting the needs of the SCCOE.

CONSULTANT’S PERSONNEL – Maximum 3 pages, submit resume(s) or profiles of the specific individual(s) who will be assigned to provide the requested services, including their specific qualifications and recent related experience providing similar services. Also, submit copies of their professional certifications and/or licenses, as applicable.

CAPACITY & METHODOLOGY – Maximum 2 pages, use this section to address the ability of the firm to undertake and accomplish the required statement of work services for which you are requesting consideration. Please explain your ability and how quick you can respond to emergency requests and your availability for the maintenance appointments.

PAST PERFORMANCE – Maximum 2 pages, description of past performances of similar service and related experience

**ATTACHMENTS: A - H ON THE FOLLOWING PAGES**



ATTACHMENT- A  
**CERTIFICATE OF NONDISCRIMINATION BY SELLER**

As a supplier of goods or services to the Santa Clara County Office of Education, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, gender, sexual orientation, 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 principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons 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: \_\_\_\_\_

ATTACHMENT-B  
**CONTRACTOR'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.)

ATTACHMENT-C  
**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 \_\_\_\_\_, 201\_ , at  
\_\_\_\_\_, California

Authority: Public Contract Code 7106  
CCP 2015.5

**ATTACHMENT-D**  
**DESIGNATED SUBCONTRACTORS LIST**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RFP

PROJECT: \_\_\_\_\_ (Project Name)

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. **[IF THE SCCOE IS PREQUALIFYING BIDDERS FOR THIS PROJECT, INCLUDE THE FOLLOWING]** All listed first-tier subcontractors with the following license classifications must also have been prequalified by the SCCOE: A, B, C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46. Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.
7. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
8. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
9. **The SCCOE will permit each Bidder to submit each listed subcontractor's CSLB No. and the DIR No. no later than twenty-four (24) hours after bid opening.**
10. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

Scope of Work: \_\_\_\_\_

If DVBE, Percent of Work: \_\_\_\_\_ % CSLB No.: \_\_\_\_\_ DIR No.: \_\_\_\_\_

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

END OF DOCUMENT

**ATTACHMENT-E  
DRUG-FREE WORKPLACE CERTIFICATION**

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_  
(Print Name) (Title)  
\_\_\_\_\_  
(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
  - B. Establishing a drug-free awareness program to inform employees about all of the following:
    - i. The dangers of drug abuse in the workplace;
    - ii. Contractor's policy of maintaining a drug-free workplace;
    - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - iv. 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), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
  - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and

to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)



ATTACHMENT-F

**Contractor's Disclosure Form Regarding SCCOE Officials**

**To be completed by Contractor:**

Name of Contractor:	
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**Are any of Contractor's employees (or owners) ALSO current SCCOE employees/Board members? or former SCCOE employees/Board members within the last year? (Check "Yes" or "No" as applicable.)**

- NO.** None of Contractor's employees (or owners) are ALSO current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year.
  
- YES.** Contractor's employees (or owners) listed in the table below are ALSO current SCCOE employees/Board members, or former SCCOE employees/Board members within the last year. (Complete the table below. The list may be continued on an additional page as needed.)

NAME of current SCCOE employee/Board member, or former SCCOE employee/Board member within the last year, who is ALSO Contractor's employee (or owner):	JOB TITLE(S) AT SCCOE of current SCCOE employee/Board member, or former SCCOE employee/Board member within the last year, who is ALSO Contractor's employee (or owner):	DATE on which individual left SCCOE employment/Board. Or, if the individual is currently an SCCOE employee/Board member, write "current."	If individual is a current SCCOE employee/Board member, how is he/she to be paid? (I.e., through SCCOE Human Resources or Contractor plans to pay directly, etc.)

**Certification by Contractor:**

*On behalf of Contractor, I hereby certify that, to Contractor's knowledge, the information provided in this form is true, accurate, and complete. I agree that during the term of this Agreement, if Contractor learns of information that differs from that provided above, including but not limited to the hiring of new personnel who are current SCCOE employees or Board members, or former SCCOE employees or Board members within the last year. Contractor will promptly update this form with the SCCOE.*

\_\_\_\_\_  
**Contractor's Signature** **Date**

\_\_\_\_\_  
**Print Name of Signatory**

## ATTACHMENT-G

### Criminal Background Check/Tuberculosis Clearance Written Certification Form

Name of Independent Contractor/Service Provider:	
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*\* Provided as a summary only; the provisions in the Agreement regarding this subject matter shall control. Direct services to students must be performed on school grounds.*

**Contractor shall check the applicable boxes and fill in any applicable blanks.**

<b>CRIMINAL BACKGROUND CHECK</b>		
1.	<input type="checkbox"/>	Contractor/Contractor’s employees, agents or volunteers will <b><u>ONLY HAVE LIMITED OR NO CONTACT</u></b> with SCCOE students (as defined by SCCOE) in the performance of this Agreement. By checking this box, Contractor certifies that its employees, agents, volunteers will have no contact, or only limited contact, with SCCOE students in the performance of this Agreement.
2.	<input type="checkbox"/>	Contractor/Contractor’s employees, agents or volunteers, <u>listed here/attached</u> , will have <b><u>MORE THAN LIMITED CONTACT</u></b> with SCCOE students (as defined by SCCOE) in the performance of this Agreement. <b>INSERT NAMES OF EMPLOYEES</b> (Attach and sign additional pages, as needed.)  By checking this box, Contractor certifies that the employee(s), agent(s), volunteer(s) noted above/attached fingerprinted under procedures established by the California Department of Justice and the FBI, and the results of those fingerprints reveal that none of these individuals have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code, and Contractor certifies that it has requested subsequent arrest notification for these individuals.
<b>TUBERCULOSIS CLEARANCE</b>		
3.	<input type="checkbox"/>	Contractor/Contractor’s employees, agents or volunteers will <b><u>ONLY HAVE LIMITED OR NO CONTACT</u></b> with SCCOE students (as defined by SCCOE).
4.	<input type="checkbox"/>	Contractor/Contractor’s employees, agents or volunteers, <u>listed here/attached</u> , will have <b><u>MORE THAN LIMITED OR PROLONGED CONTACT</u></b> with SCCOE students (as defined by SCCOE) in the performance of this Agreement, and have cleared a TB Test (within the past year, four years if a chest x-ray). <b>INSERT NAMES OF INDIVIDUALS AND DATES OF T.B. CLEARANCE</b> (Attach and sign additional pages, as needed.)

**Further Certification by Contractor:** *“I hereby certify on behalf of Contractor that the information provided herein is true and accurate. I further agree that during the term of this Agreement, if Contractor learns of additional information that differs from the responses provided above, including but not limited to hiring new personnel and/or notice of a subsequent arrest, Contractor will immediately forward this information to SCCOE. If Contractor receives any subsequent arrest notification, I certify that Contractor will immediately notify SCCOE and bar such employee/ agent/ volunteer from performing any services under this Agreement that involve any contact with students.”*

\_\_\_\_\_  
Contractor Signature                      Date

\_\_\_\_\_  
Print name of Signatory

ATTACHMENT-H

**The following is SCCOE's Professional Services Agreement that contractors are expected to sign after award of this RFP and all of the general conditions listed in the agreement apply to this proposal.**

## PROFESSIONAL SERVICES AGREEMENT FOR SERVICES

### 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 herein. 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 11 of this Agreement.

#### 2. REPRESENTATIONS AND COMPLIANCE WITH LAWS

- 2.1 CONTRACTOR warrants and represents that CONTRACTOR and their key personnel have the required licenses and certifications to perform the scope of services described in Appendix A, Scope of Work.
- 2.2 CONTRACTOR further certifies that CONTRACTOR is not suspended or disbarred from public contracting or otherwise precluded from performing the services described in the Scope of Work, Appendix A due to any violation of laws or regulations that may be applicable to the services provided pursuant to this Agreement. CONTRACTOR shall comply with all applicable laws, codes, ordinances, rules, regulations.

#### 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 the 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 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.
- 3.3 Payments. Payments will be made upon SCCOE's receipt of CONTRACTOR's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper review of expenditures, should SCCOE require an audit to be performed.
- 3.4 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. Should the SCCOE temporarily accept work that SCCOE deems to be defective or unsatisfactory in part, SCCOE may 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's 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 with Sections 8, 9 or 10 of this Agreement.
- 3.5 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. INDEPENDENT CONTRACTOR

- 4.1 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 is obtained. The SCCOE does not retain the right to control the means or the method by which CONTRACTOR performs work under this Agreement.
- 4.2 CONTRACTOR shall be responsible for all costs and expenses incidental to the performance of services for SCCOE as outlined in Appendix A, including but not limited to, all costs of equipment, all employees, agent, and subcontractor costs, all fees, fines, licenses, bonds, or state and federal income tax, unemployment insurance, and all applicable withholdings required or imposed against CONTRACTOR or CONTRACTOR'S employees, agents or subcontractors.

#### 5. 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:

- 5.1 Commercial 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).
- a. 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.
- 5.2 Automobile Liability Insurance which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 per accident.
- 5.3 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.
- 5.4 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.

**6. VERIFICATION OF INSURANCE COVERAGE**

6.1 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 Risk Manager within (10) ten calendar days of written request.

**7. INDEMNIFICATION**

7.1 CONTRACTOR shall hold harmless, indemnify and defend SCCOE, its Board, officials, agents, and employees 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 the sub-contractor. 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 CONTRACTOR, its agents, servants or representatives.

**8. DEFAULT**

8.1 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.

8.2 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.
- 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.

8.3 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.

## **9. DISPUTE RESOLUTION**

- 9.1 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.
- 9.2 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:
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.

## **10. MEDIATION – WAIVER OF JURY TRIAL**

- 10.1 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.
- 10.2 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.

## **11. TERMINATION**

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

- 11.1 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.

- 11.2 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 or employees.

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

- 12.1 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.
- 12.2 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.

## **13. CONFLICT OF INTEREST**

- 13.1 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. 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.

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

- 14.1 CONTRACTOR hereby assigns to SCCOE all right, title, and interest, including, but not limited to, all copyright rights, in all materials and creations created by CONTRACTOR in its performance under this Agreement. CONTRACTOR shall execute any documents necessary to effectuate such assignment, with the exception that CONTRACTOR hereby grants to SCCOE an irrevocable, fully-paid royalty-free license to use any document provided to SCCOE. CONTRACTOR warrants that it has the lawful right to grant the forgoing license to SCCOE.
- 14.2 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. Based on incremental transfer wherein the above shall 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.

## **15. PRIVACY OF STUDENT RECORDS**

- 15.1 CONTRACTOR and its employees, agents and volunteers 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, "HIPAA") as is necessary.
- 15.2 CONTRACTOR and its employees, agents and volunteers shall comply at all times with the requirements relating to the confidentiality of student education records 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.
- 15.3 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. (34 C.F.R. § 99.33 (a), (b); Cal. Ed. Code § 49076.)



**16. AUDIT AND INSPECTION OF RECORDS**

16.1 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.

**17. SUBCONTRACTING**

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.

**18. ASSIGNMENT**

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 her designee.

**19. NON DISCRIMINATION**

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

**20. WAIVER**

20.1 Either party'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 the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**21. VENUE**

21.1 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.

**22. SECTION HEADINGS**

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

**23. EXECUTION OF THE AGREEMENT, EXECUTION IN COUNTERPARTS**

23.1 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.

**24. SEVERABILITY**

24.1 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.

**25. 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.	

**26. NO THIRD PARTY BENEFICIARY**

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

**27. 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

***For Contracts Office/Risk Management Use Only:***

***RM#:*** \_\_\_\_\_

***Date:*** \_\_\_\_\_ ***Signature:*** \_\_\_\_\_

**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 Milestones</b> List project milestones and number them below	<b>Date for Completion</b> ("On or about" when date is not established)	<b>Location</b> ("On or about" when location is not established)

**Deliverables and Acceptance Criteria**

<b>Deliverables</b> 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> <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. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> 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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><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.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**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.

<b>Social security number</b>								
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<b>or</b>								
<b>Employer identification number</b>								
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**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

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

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

**Future developments.** 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-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 • Sole proprietorship, or • 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, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • 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), ABLÉ 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> 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 <sup>4</sup>
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.