

INSTRUCTIONS AND CONDITIONS
FOR
CATERING SERVICES
AT
THE SANTA CLARA COUNTY OFFICE OF EDUCATION

RFP 02-24-25

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education, San Jose, California, hereinafter referred to as the SCCOE, will receive up to, but no later than, **Monday, April 22, 2024, at 3:00 p.m.** sealed proposals for the award of a contract for **RFP 02-24-25 - Catering Services** from interested parties hereinafter to referred to as the Contractor(s). Proposals shall be addressed to Jas Sohal, Purchasing Manager, and submitted to SCCOE's Purchasing Services at 1290 Ridder Park Drive, San Jose, California 95131 at the date and time stated above.

I. BACKGROUND INFORMATION

The SCCOE is soliciting proposals from qualified vendors to provide comprehensive catering services in conjunction with meetings, conference, trainings, etc. taking place in conference rooms at its offsite locations within Santa Clara County and Hollister. With approximately 500 staff members on-site and additional 100 or more staff off-campus, along with 31 school districts convening for various training and meetings, the SCCOE requires a vendor capable of meeting diverse culinary needs to meet various dietary needs. The SCCOE wishes to establish an ongoing and mutually beneficial relationship with a professional catering company to service these catering needs. This is done to leverage the volume of business into cost savings that would allow the SCCOE to administer public funds in a sound and fiscally responsible manner.

The SCCOE seeks to identify and retain one or more qualified Contractors to prepare, deliver, set-up, and tear down catered meals, in a professional manner with the utmost attention to detail. This RFP is the means for Proposers to submit the qualifications and request selection as a Contractor for these services. The contract term is initially envisioned as one year, with the possibility of annual extensions up to five (5) years, starting on or around **May 1, 2024**.

The SCCOE does not guarantee that the Contractor(s) will receive a specific volume of work, a specific total amount, or a specific order value under the awarded master agreement(s) for these services. Additionally, there will be no limit on the number of orders the SCCOE may issue under the Master Agreement(s), nor will there be any specific limitation on the quantity and maximum value of individual orders, but the SCCOE understands that there may be a minimum order requirement for specific deliveries.

II. DESCRIPTION OF SERVICES AND DELIVERABLES

Catering for meetings are arranged at offsite locations within Santa Clara County and Hollister. While catering may be available at the facility located at 1290 Ridder Park Drive, San Jose, the cafeteria services provider retains the primary right to cater at the Ridder Park facility. However, if the cafeteria services provider declines an order or is unable to accommodate dietary restrictions such as vegan, vegetarian, gluten-free, nut allergies, etc., an external vendor will be engaged for catering services at the Ridder Park facility.

The provision of exclusivity for catering orders does not extend to SCCOE programs subject to federal and/or state laws mandating a bidding process for services. This administrative regulation does not override any obligations imposed by federal or state laws that may restrict the grant of exclusivity within a contract. Employees/departments are permitted to make small or incidental food purchases for meetings and are not required to order from the cafeteria services provider for a group of people less than fifteen (15). A catering order is defined as any order for

food/beverages catering to fifteen (15) or more individuals. Catering events may take place during normal business hours, evenings, and weekends.

The selected vendor is expected to deliver services at a level commensurate with the highest standards of auxiliary service operations, ensuring responsiveness to the needs of staff, visitors, and the SCCOE community. This entails customer satisfaction through total quality management principles and operation of a production kitchen, encompassing the catering services. It is highly recommended that meals be freshly prepared and cooked within the certified premises and not solely consist of pre-packaged or mass marketed/branded items.

The Contractor(s) shall offer a full range menu featuring varied hot and cold entrees, sandwiches, soups, grill items and must include selections that can accommodate dietary restrictions (e.g., vegan, vegetarian, gluten-free, nut allergies, etc. ...) and fresh fruit and salad options.

Communicate information and feature displays which serve to educate consumers in becoming better informed and in developing healthier eating habits (e.g., nutritional requirements, nutritional contents of foods served, packing and labeling of food products, etc.)

Support and adhere to SCCOE's initiative and dedication to environmental sustainability by providing boxed or aluminum beverages for purchase in lieu of plastic bottled beverages. Exclusively offer beverages in boxed or aluminum containers for the catering events. Contractor agrees to keep an inventory and provide sustainable, eco-friendly paper plates, eating utensils, cups, boxes and paper napkins.

III. SCOPE OF SERVICES

The Contractor(s) will be asked to provide the SCCOE with the following work:

- Catering menu selection for breakfast, lunch, dinner, snacks, salad bar and beverages
- The Contractor(s) shall offer a full range menu featuring varied hot and cold entrees, sandwiches, soups, grill items and must include selections that can accommodate dietary restrictions (e.g., vegan, vegetarian, gluten-free, nut allergies, etc. ...) and fresh fruit and salad options.

A. SERVICE REQUIREMENTS

- Order Placement Process
- Catering orders may be placed Monday through Friday until 3:00pm, at least one day prior to the event.
- Menu selection changes may be made to a previously placed order up to 24 hours in advance of the event time/date.
- Changes in the number of meals specified in an order may be made by 3:00 p.m. on the business day preceding the scheduled delivery without penalty (increase or decrease).
- Full cancellation of orders previously placed may be made up to one (1) business day in advance of event time/date, without charge.
- Orders should be placed by the SCCOE to Contractor(s) using the Catering Menu Order Form which can be customized by each participating SCCOE program based on their service needs. Each program is responsible for submission of their own Catering Menu Order form to place order. The authorized program personnel will work with the contactor(s) on each order.
- Upon receipt of a Catering Menu Order Form, the Contractor(s) shall email a sales order to be confirmed by the SCCOE's authorized user before the order is considered authorized.

B. DELIVERY, SET-UP, and PICK-UP

- All orders are to be delivered and set-up by the specified "Delivery Time" on the Catering Menu Order Form.
- Any orders delivered late by 30 minutes or more will be at no charge to the SCCOE.
- If the Contractor(s) anticipates a late delivery; they will immediately call the SCCOE's representative with an estimated time of arrival.
- Contractor(s) may charge a "service fee" for caterings after 5:00 pm and weekend events.
- All meals must be delivered fully prepared and ready to serve.

C. PRESENTATION

The display of catered items will be placed on SCCOE-provided tables and must include, at a minimum, all the following items:

- Carafes are to be used for orange juice service.
- Linen table clothes are to be used on buffet surfaces.
- Communicate information and feature displays which serve to educate consumers in becoming better informed and in developing healthier eating habits (e.g., nutritional requirements, nutritional contents of foods served, packing and labeling of food products, etc.)

D. PROBLEM RESOLUTION

- The SCCOE requires direct access to a management representative with the Contractor(s), to gain immediate and accurate information and problem resolution; and
- The Contractor(s) will ensure prompt problem resolution, with appropriate and concise follow-up to the SCCOE's Purchasing Manager within 7 business days of receiving the SCCOE's request for problem resolution.

IV. BILLING AND PAYMENT INFORMATION

On weeks in which there is an order, all invoices must be emailed to the SCCOE's program contact/requestor on no less than a weekly basis in arrears.

- A. Each invoice must include the SCCOE Purchase Order number.
- B. Each invoice must include the following information:
 - Cost per meal, inclusive of preparation, set-up, tear-down of catered meals, and use of linen tablecloth and service charge
 - Ancillary cost such as flatware and paper products
 - Delivery charge, if applicable
 - Number of meals served.
 - Date of Service
 - Name of meeting
 - Event requestor
 - Room name
 - Sales tax
- C. For multiple day events within the same week, a single master invoice with a single unique invoice number may be utilized to cover the range of the event's orders.
- D. Any questions or concerns regarding payment of bills should be directed to the SCCOE's Purchasing Manager
- E. Contractor(s) must provide the SCCOE with a monthly statement listing all outstanding (unpaid) invoices.
- F. Any Orders delivered late by 30 minutes or more will be at no charge to the SCCOE.

- G. The Service and Deliverables must meet the following acceptance criteria or the SCCOE may reject the applicable Services or Deliverables:
- Timeliness: timely delivery of the catering as requested on the Catering Menu Order Form
 - Edibility of the food or drink: the catering is delivered as measured against commonly accepted standards.

The SCCOE will make every effort to ensure each correct, itemized invoice received from Contractor is paid promptly but is unable to pay any late fees or interest payments on invoices past due.

V. PROPOSAL CONTENTS

The following information must be included in the proposal. A proposal lacking any of the following information may be deemed non-responsive.

A. **Technical Proposal**

- **Company Information.** Legal name, business address, phone, and fax numbers. Proposer's name, address, telephone and fax numbers, and federal tax identification number (as shown on tax returns). *** Note that if Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.*
- **Physical location.** Provide the physical address of the location where catering service meals will be prepared for delivery.
- **History.** Provide a brief history of your company. Include management philosophy, length of years in the catering business, annual volume of catering business, and industry associations to which your company belongs.
- **Staffing.** Indicate staffing level and an organization chart identifying the members of your team, their roles, responsibilities, lines of authority and knowledge necessary to complete this project.
- **Key staff resumes.** For each key staff member of the Proposer's catering team: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.
- **Designated representative.** Name, title, address, telephone number, and email address of the individual who will act as Proposer's designated representative for purposes of this RFP.
- **References.** Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Proposer has conducted similar catering services. The SCCOE may check references listed by Proposer.
- **Methods and Plans**
 - **Method.** Describe your proposed method to complete the work including catering order placement & order confirmation methods, as well as your proposed delivery and pick-up procedures. For example: The Proposer receives an order for catering services from the SCCOE for an all day, on-site event with 40 attendees. Describe the method you would use to complete the work.
 - **Customer Satisfaction Plan.** Describe the plan you will implement to ensure continued customer satisfaction throughout this engagement. Include items such as guarantees, client surveys, problem escalation procedures, and periodic meetings with the SCCOE Purchasing Manager.
 - **Invoicing process.** Describe your proposed invoicing process.
 - **Menu options.** Submit an assortment of several cold lunch menu options, as well as any hot lunch menu options (desired but not a requirement), several cold and hot breakfast menu options, coffee service option(s), Appetizer / Hors

D' Oeuvre and dinner and/or evening reception hors d'oeuvres menu options. Menus should be creative and flexible. They should have the potential to rotate every 6 to 12 months.

- **Minimum Order.** The contractor will clearly state in their proposal all minimum ordering and delivery requirements (e.g. The minimum order for delivery is \$60.)
- **Dietary restrictions.**
 - Packaged menu options must include selections that can accommodate dietary restrictions (e.g., diabetic, vegetarian, gluten-free, vegan, nut allergies, etc.).

B. Cost Proposal

The following information must be included in the cost proposal:

- **Pricing**
 - Breakfast items on the catering menu.
 - Lunch items on catering menu.
 - Dinner items on catering menu.
 - Beverages: Coffee, Tea, Water, etc.

The lower cost option will be viewed favorably for the purpose of this RFP. All interested Proposers are encouraged to submit their best available proposed pricing for consideration.

- Delivery fees will be paid as a separate item. Proposer will clearly state in their proposal all delivery fees and their specifics.
- Ancillary cost such as flatware and paper products will be paid separately.
- Sales tax will be paid separately from cost per meal per person.
- Pricing on all saleable items shall be firm for the term of the contract. Price increases will only be allowed upon mutual consent of contractor and SCCOE.

VI. OFFER PERIOD

Price, terms, and conditions of the proposal is considered valid for 60 days from the date that proposals are opened by the SCCOE, unless the offering party in writing allows for a longer period.

VII. INTERVIEWS AND NEGOTIATIONS

Interview. The SCCOE may conduct interviews with Proposers to clarify aspects set forth in their proposals to finalize the contract terms and conditions, including cost, or to assist in finalizing the ranking of top-ranked proposals. Interviews may be conducted in person, via Zoom or by phone. If conducted in person, interviews will be held at the SCCOE's Ridder Park campus. The SCCOE will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The SCCOE will notify eligible Proposers regarding interview arrangements if an interview is requested.

Menu Tasting. The SCCOE may conduct Menu Tasting. If the Menu Tasting is necessary, it will be for the top 3 ranked Proposers only, to present in person at the SCCOE, a tasting of several items from the proposed breakfast and lunch menus. Delivery, presentation, and food quality and portion size will be assessed by the evaluating staff. All expenses associated with this tasting shall be borne by the Proposer. The SCCOE will notify the top-ranked Proposers regarding the tasting arrangements according to the scheduled date specified above.

VIII. SUBMISSIONS OF PROPOSALS

Questions regarding proposal procedures may be directed to Jas Sohal, Purchasing Manager, via email at jsohal@sccoe.org

Qualified Contractors are invited to submit three (3) sealed copies of their proposals via mail or courier addressed to:

Jas Sohal, Purchasing Manager
 Purchasing Services
 1290 Ridder Park Drive, San Jose CA 95131

Sealed proposals must be received no later than **3:00pm on Monday, April 22, 2024.**

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

A responsible proposal is one which includes as part of its response sufficient data to prove compliance to the specifications. A proposal not containing the following data may be disqualified.

1. List of references (minimum of three (3))
2. Pricing
3. Catering Menu with description, pricing, and pictures
4. Staffing Information and Resumes
5. Applicable Licensing Information – i.e., City of San Jose, State of California, Department of Consumer Affairs, State of California Contractor’s License
6. Proposal sign-off by an authorized agent for your Contractor

IX. EVALUATION CRITERIA

| EVALUATION CRITERIA | REFERENCE | MAXIMUM NUMBER OF POINTS |
|--|----------------------------|--------------------------|
| Reasonableness of fee proposal | Cost Proposal | 30 |
| Ability to meet timing requirements to complete the project, i.e., fulfill catering orders | Method and Plans | 15 |
| Appealing menu selection | Menu | 15 |
| Experience on similar assignments and positive feedback from reference | Company Information | 10 |
| Compliance with requirements of the RFP and Acceptance of SCCOE PSA Terms and Conditions | Attachments | 15 |
| Proximity of catering operation relative to the SCCOE locations | Logistics | 5 |
| | | 90 |
| Top-ranked candidates only: | | |
| Presentation and Quality of Menu Testing (to be scheduled) | Interview and Menu Tasting | 10 |
| Total Evaluation Points | | 100 |

X. PROPOSAL RESULTS

Proposal results are available for inspection at the Purchasing Services Department at the SCCOE at 1290 Ridder Park Drive, San Jose, California 95131 at the conclusion of the evaluation period.

XI. MODIFICATIONS

Changes in or additions to the Proposal Form or any other modifications of the Proposal Form which is not specifically called for in the contract documents may result in the rejection of your proposal as not being responsive. No oral or telephonic modification of any proposal submitted will be considered, and a mailed modification may be considered only if the postmark evidence that a confirmation of the transmittal duly signed by the Contractor was placed in the mail prior to the proposals being due.

XII. ERASURES

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

XIII. WITHDRAWAL OF PROPOSAL

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

XIV. WORKERS COMPENSATION

In accordance with the provisions of Sections 3700 of the Labor Code, contractor shall secure the payment of compensation to employees. Contractor shall sign and file with Owner the following certificate prior to performing the work under this contract. "I am aware of the provisions of Sections 3700 of the Labor Code which requires 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." The contractor will provide certificate of insurance to the Purchasing Manager.

XV. EQUIPMENT SAFETY STANDARDS

All equipment provided by the contractor shall fully comply with the Safety Orders of the State of California Division of Industrial Safety at the time of delivery and all standards and regulations pursuant thereto. Contractor shall consent to indemnity and hold harmless the SCCOE for any loss, damage, fine, penalty or expense whatsoever which the SCCOE may suffer because of failure of such equipment to comply with the Safety Orders and/or any standards and regulations pursuant thereto.

XVI. TERMINATION

The SCCOE will award the proposal to the successful contractor on the assurances by that Contractor that it fully recognizes the SCCOE's need and desire for good quality service, minimum complaints about the quality of services, that the needs of the SCCOE be met at the time of need, and that SCCOE personnel cannot afford the time to be continuously calling to the attention of Contractor its failure to service the SCCOE in a workmanlike manner. Contractor shall warrant and consent that essence of Contract is that the SCCOE will be a satisfied customer.

In the event of any violation of any term or provision of the Contract by Contractor, or if the SCCOE should consider the quality of service as supplied by Contractor to be unsatisfactory, the SCCOE will notify.

Contractor in writing of the violation or the cause of the dissatisfaction and Contractor shall have ten (10) days from the date of mailing or personal delivery of such notice to commence action to remedy and cure such violation of cause of such dissatisfaction. If Contractor fails to commence action within that time fails to promptly eliminate such violation or cause for dissatisfaction, the SCCOE will have the right to terminate the Contract.

XVII. NOTICES

All notices required to be given pursuant to the terms of the Contract are to be sent by Certified Mail to Contractor at its address shown on its proposal and to the SCCOE at 1290 Ridder Park Drive, San Jose, California 95131, or at such other place as either of the parties may specify in writing from time to time.

XVIII. ATTORNEY'S FEES

If any action or proceeding should commence or defended by either party to the Contract to enforce or interpret any of its provisions, the prevailing party will be entitled to recover from the other party all costs and reasonable attorney's fees incurred in connection therewith.

XIX. PERSONNEL

All personnel necessary for servicing, supplying, operating, and maintaining the food service equipment and facilities are to be selected, trained, and supervised by Contractor. Contractor will be responsible for employees' appearance and behavior. The employees shall be paid by the Contractor and Contractor shall be responsible for complying with all applicable city, county, state and Federal rules, regulations, and laws relative to the employment, compensation and working conditions of employees. All such employees shall submit to periodic health examinations, test, X-rays, and inspections as reasonably required by the SCCOE. All expenses incurred because of said examinations, test, X-rays, and inspections shall be a charge against Contractor. All employees shall be required to certify to the SCCOE, annually, by written documentation from a private doctor, hospital, or public agency that they do not have active tuberculosis.

XX. SAFETY AND INDEMNITY

Contractor shall be solely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. 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.

XXI. SANITATION

Contractor will clean and remove all food and supplies immediately following the close of the event.

XXII. COVID-19 PROTOCOLS

The Santa Clara County Office of Education complies with the Santa Clara County Public Health Department guidelines for safe operations: [Businesses and Workplaces - Emergency Operations Center - County of Santa Clara \(sccgov.org\)](#) and [Cal OSHA COVID-19 Prevention Non-Emergency Regulations.](#)

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 as it relates to any [Cal OSHA COVID-19 Prevention Non-Emergency Regulations.](#) The contractor will provide their Injury and Illness Prevention Program, IIPP to SCCOE that are in compliance with the [Cal OSHA COVID-19 Prevention Non-Emergency Regulations](#) and at minimum cover the following:

- Employers must address COVID-19 as a workplace hazard under the requirements found in section 3203 (Injury and Illness Prevention Program, IIPP),
- Include their COVID-19 procedures to prevent this health hazard in their written IIPP or in a separate document.
- Employers must provide face coverings and ensure they are worn by employees when CDPH requires their use.
 - COVID cases who return to work must wear a face covering indoors for 10 days from the start of symptoms or if the person did not have COVID-19 symptoms, 10 days from the date of their first positive COVID-19 test.
 - Employees still have the right to wear face coverings at work and to request and receive respirators from the employer when working indoors and during outbreaks.
- Employers must notify all employees, independent contractors, and employers with an employee who had close contact with a COVID-19 case.
- Employers must exclude COVID-19 cases during the infectious period from the workplace. [See CDPH COVID-19 Disease Control & Prevention](#)
- Employers must review CDPH and Cal/OSHA guidance regarding ventilation, including CDPH and Cal/OSHA Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments. Employers must also develop, implement, and maintain effective methods to prevent COVID-19 transmission by improving ventilation.
- Regardless of CDPH recommendations, employers must continue to make COVID-19 testing available at no cost and during paid time to all employees with a close contact, except for asymptomatic employees who recently recovered from COVID-19.
- In workplace outbreaks or major outbreaks the COVID-19 Prevention regulations still require testing of all close contacts in outbreaks, and everyone in the exposed group in major outbreaks. Employees who refuse to test and have symptoms must be excluded for at least 24 hours from symptom onset, and can return to work only when they have been fever-free for at least 24 hours without the use of fever-reducing medications, and symptoms are mild and improving.
- Please refer to the [COVID-19 Prevention – Non-Emergency Regulation What Employers Need to Know for additional information.](#)
- All contractors are encouraged to be fully vaccinated against COVID-19 and are required to follow the SCCOE COVID-19 requirements and protocols.

XXIII. FEES AND PERMITS

Contractor(s) shall procure and pay for all permits, licensees, and fees, etc., required to carry on and complete the work.

XXIV. INSURANCE REQUIREMENTS

Contractor(s) shall take out and maintain and shall require all subContractor(s), if any, whether primary or secondary, to take out and maintain:

- A. 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
- B. Automobile Liability Insurance for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than \$1,000,000 (one million dollars) per accident.
- C. Statutory Workers' Compensation Insurance with Employer's Liability of \$1,000,000 (one million dollars) per injury.
- D. Separate Endorsement or Policy which includes the following as an Additional Insured for the General Liability insurance: Santa Clara County Office of Education, its Board, officers, employees, interns, volunteers, agents and representatives and invitees.

XXV. VERIFICATION OF INSURANCE COVERAGE

The CONTRACTOR shall furnish certificates of insurance to the SCCOE 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 of any material change, cancellation and/or notice of non-renewal of the insurance within ten (10) calendar days of the change.

Contractor(s) shall be solely responsible for:

- A. Compliance of subContractor(s) with insurance requirements; and
- B. Other insurance coverage including, but not limited to loss, theft, fire, property damage, and glass breakage.

NOTE: The following attachments (A-D) must be sent back with the RFP response.

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, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority 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 and Submitted With Proposal)

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

The following is the SCCOE's Professional Services Agreement that you are expected to sign after award of this RFP and 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, "HIPPA") 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.

| Project Milestones List project milestones and number them below | Date for Completion ("On or about" when date is not established) | Location ("On or about" when location is not established) |
|--|--|---|
| | | |

Deliverables and Acceptance Criteria

| Deliverables List project deliverables and number them below | Acceptance Criteria |
|--|----------------------------|
| | |

**APPENDIX B
COMPENSATION AND SCHEDULE OF PAYMENTS**

Total Compensation Amount

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

\$ _____ .

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

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.

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 ¹ | Generally, exempt payees 1 through 5 ² |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to 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 to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|--|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 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 ² |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |

| For this type of account: | Give name and EIN of: |
|---|---------------------------|
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 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 |

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, 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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit 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.