

REQUEST FOR PROPOSAL
RFP#05-22-23
FOR
INDEPENDENT FINANCIAL AUDIT SERVICES
FOR
SANTA CLARA COUNTY OFFICE OF EDUCATION

NOTICE IS HEREBY GIVEN that the Santa Clara County Office of Education, hereinafter referred to as the SCCOE, will receive up to, but not later than, **3:00pm, Friday, January 20, 2023** sealed proposals for the award of a contract for independent financial audit services for the year ending June 30, 2023, with the option on the part of the SCCOE to renew the contract for a period or periods not to exceed a total of four (4) years thereafter.

All proposals shall be submitted in the format specified by the SCCOE. Proposals shall be received in the office of Purchasing Services, Attention: Jas Sohal, Santa Clara County Office of Education, 1290 Ridder Park Drive, MC 254, San Jose, CA 95131-2398.

Questions relating to the Statement of Work may be directed to the Director, Niti Sharma, at (408) 453-6623.

1. INTRODUCTION

This Request for Proposal (RFP) contains specifications and related documents covering independent audit services as specified herein.

This RFP shall not be construed:

1. To create an obligation to enter into a contract on the part of the SCCOE with any audit firm nor
2. To serve as the basis for a claim for reimbursement for expenditures related to the development of a proposal.

Notwithstanding other provisions of the RFP, Auditors are hereby advised that this request is an informal solicitation of proposals only. This RFP is not intended to be construed as engaging in formal bidding pursuant to any statute, ordinance, policy or regulation.

2. BACKGROUND INFORMATION

2.1 Overview of the Santa Clara County Office of Education

The SCCOE is the connecting link between 31 local K-12 school districts and four (4) community college districts within the County of Santa Clara and the State

Department of Education. The office administers the programs below. A more detailed description can be found at

<http://www.sccoe.org/depts/Pages/default.aspx>

- Educational Services provides countywide education programs including Migrant Education, Alternative Education, Special Education, Head Start-Early Head Start, State Preschool, and Environmental Education.
- Professional Learning & Instructional Support provides leadership, service, and support to school districts through professional learning opportunities in the areas of: curriculum/instruction development, college and career technical education skills, and district/school improvement services.
- Human Resources handles SCCOE's personnel activities, including recruiting and selecting employees, maintaining employee records, and collective bargaining agreements. The department also coordinates compensation and benefits. Credentialed staff, hired by the public school system in Santa Clara County, register their credentials with this office.
- District Business and Advisory Services (DBAS) provides oversight and advisory services to the 31 school districts, 4 community college districts, and 5 JPAs located in Santa Clara County. DBAS also provides payroll and vendor warrant processing services; training and guidance on school business operations; and serve as a hub for the collection, processing, and dissemination of fiscal, budgetary, and related statistical information and reports for the districts, JPAs, and charters.
- Internal Business Services provides services in the areas of budgeting, attendance accounting, financial accounting, centralized purchasing services, and payroll.
- General Services provides facility maintenance and operations, on and off-site custodial, real estate leases; initiates and directs construction projects; and school bus transportation.
- Technology Services provides administrative systems support, network administration and security, information systems operations, data systems and technical support to SCCOE and school districts.

The office is financed primarily by state funds and taxes received from the Santa Clara and Santa Cruz counties. There are also over 140 programs funded via federal, state and local agencies. Please see:

<http://www.sccoe.org/depts/bizserv/ibs/Pages/Accounting-Services.aspx> for the FY 20-21 Annual Audit Report.

2.2 Self-Insurance Plans

The SCCOE has several self-insurance plans, including Property and Liability, Workers' Compensation, Dental, and Vision.

2.3 Information Systems

The SCCOE utilizes QSS/QCC, a fully integrated system for Budgeting, Personnel, Payroll, General Ledger Accounting, Accounts Payable, Accounts Receivable/Invoicing, Payroll, and HR.

2.4 Finance Corporation

The Santa Clara County Board Of Education has a fully owned subsidiary – The Santa Clara County Board Of Education Finance Corporation. This entity issued debt to finance the purchase of the building that houses the SCCOE offices. This entity is independent of the SCCOE and issues its own financial statements.

3. INFORMATION AND GENERAL CONDITIONS

3.1 Preparation of Proposal Documents

Five (5) sealed copies of the proposal shall be submitted by no later than , **3:00pm, Friday, January 20, 2023**. Proposals shall be delivered to the attention of the Purchasing Manager, Santa Clara County Office of Education, 1290 Ridder Park Drive, Mail Code 252, San Jose, CA 95131-2398.

It is the sole responsibility of the person submitting the proposal to see that it is delivered on time. **Proposals received after 3:00pm, Friday, January 20, 2023 will be returned to the Audit Firm, unopened.**

3.2 Signature and Contact Information

The proposal must be signed in the name of the Auditor and must bear the signature of the person authorized to sign proposals on behalf of the Audit Firm. The authorized signer must also provide their contact information, including a phone number and email address.

3.3 Completion of Proposals

Proposals shall be complete in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the SCCOE, the information contained therein was intended to erroneously and fallaciously mislead the SCCOE in the evaluation of the proposal.

3.4 Erasures

The proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing, in the margin immediately opposite the correction. The signature should belong to the person signing the proposal.

3.5 Examination of Contract Documents

Auditors shall thoroughly examine the contents of the RFP. The failure or omission of any Auditor to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the Auditor from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this Section.

If the Auditor discovers any ambiguity, conflict, discrepancy, omission, or other errors in the RFP, he/she shall immediately notify the SCCOE of the error in writing and request modification or clarification of the document. Clarification shall be given by written notice to all Auditors participating in the RFP, without divulging the source of the request for same. Modifications shall be made by addendum issued pursuant to Section 3.6 below.

If an Auditor fails to notify the SCCOE of an error in the RFP before the date scheduled for submission of proposals, or of an error which reasonably should have been known to him/her, he/she shall submit the proposal at his/her own risk. If the contract is awarded to the Auditor, he/she shall not be entitled to additional compensation or time by reason of the error or its subsequent detection.

3.6 Addenda

The SCCOE may modify this RFP before the date scheduled for submission of proposals by issuance of an addendum to all parties who received the RFP for the purpose of submitting a proposal. Addenda shall be numbered consecutively as a suffix to the RFP reference number. (The first number of an addendum would be RFP#-05-22-23_Addendum 01).

3.7 Modification of RFP Response

Auditor may modify his/her proposal after its submission by written notice to the SCCOE of withdrawal and resubmission prior to the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner.

3.8 Withdrawal of Proposals

Auditor may withdraw his/her proposal by submitting a written request to the SCCOE at any time prior to the date for proposal submission. Auditor may thereafter submit a new proposal before the proposal submission date. A proposal may not be withdrawn after the proposal submission date.

3.9 Rejection of Proposals

The SCCOE reserves the right to reject any or all proposals received in response to this Request for Proposal or to negotiate separately with any Audit Firm when it is determined to be in the best interest of the SCCOE to do so.

3.10 Misunderstandings

The RFP documents will be clarified by the SCCOE upon written request from an Audit Firm. The County Superintendent's decision shall be final in any matter of interpretation of the documents.

3.11 Cost of Preparation of Proposals

Costs of developing responses to this RFP are entirely the responsibility of the Audit Firm, and shall not be chargeable to the SCCOE.

3.12 Award of Contract

It is anticipated that the contract will be awarded within the sixty (60) day period that proposals are required to remain open. If award cannot be made within that time, Audit Firms will be requested in writing to extend the time period during which the Audit Firm agrees to be bound by their proposal. Written notification will be made to unsuccessful Audit Firms.

3.13 Errors in Proposal

Audit Firms shall be bound by the terms and conditions of their proposals, notwithstanding the fact that errors are contained therein.

3.14 Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code of the State of California, each Audit Firm shall sign and file with the SCCOE the following certificates before performing the work to be done:

"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 the code, and I will comply with such provisions before commencing the work to be done under the contract.

3.15 Contract Documents

Documents included in this RFP are complimentary. Work called for by one shall be binding as if called for by all.

3.16 Related Experience

All Audit Firms must submit information that indicates specific qualifications to perform the financial and compliance audit services as specified herein. Each Audit Firm shall submit with the proposal; a list of clients for whom similar services have been performed during the past three (3) years. The reference list shall include the names and addresses of each client, the names, titles and telephone numbers of each client's cognizant manager, and the dates the work was performed. During the evaluation and selection process, SCCOE may contact each of the referenced clients.

3.17 Tentative Schedule of Events

Issue Request for Proposal/ Advertisement	12/28/22 & 1/4/23
Proposals Due	1/20/23 at 3:00pm
Complete Evaluation	1/23/23
Oral Interviews	1/27/23
Award Contract	Upon confirmation at a regularly scheduled Santa Clara County Board of Education Meeting

3.18 Definitions

The term SCCOE, as used in these clauses, shall be construed to mean the Santa Clara County Board of Education, and all employees, officers and agents of the Santa Clara County Office of Education.

3.19 Covenant Against Contingent Fees

Audit Firm warrants that no person has been employed or retained to solicit or secure the contract to be executed as a result of this Request for Proposal, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the SCCOE shall have the right to terminate any contract that may be entered into with the Audit Firm.

3.20 Affirmative Action

Audit Firm shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, handicap, age, sexual preference or national origin.

Audit Firm shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State of California setting forth the provisions of the Fair Employment Practices Act.

3.21 Compliance with Civil Rights

Auditor hereby assures that he/she will comply with Subchapter VI of the Civil Rights Act of 1964, USC Sections 2000 e through 2000 3 (17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement or under any project, program or activity supported by the Agreement.

3.22 Payment Retention

The SCCOE shall pay Audit Firm an amount not to exceed the maximum cost proposed by Audit Firm for each audit year this Agreement is in effect. The SCCOE shall retain ten percent (10%) of each payment as stipulated in the Education Code. Such retention to be held by the SCCOE until released by official notification of the Office of California State Controller.

3.23 Supplemental Compensation and Additional Services

If, during the course of the examination, the Audit Firm finds any unusual item or circumstance, which, in their view, warrants an immediate detailed investigation, the same will be reported in writing to the Superintendent and the Chief Business Official, SCCOE. If, in the opinion of the Superintendent and the Chief Business Official, a more detailed verification is required than that which would be required under ordinary circumstances, a written authorization will be provided to the auditor by the Superintendent.

Additional services are not within the scope of services and to be performed pursuant to this Agreement. If additional services are required and authorized, the Agreement will be amended to reflect the additional services and supplemental compensation shall be at the rates applicable for the then current audit year. If the additional work is not authorized by the Superintendent and the Chief Business Official, the audit report may be qualified according to the circumstances involved.

3.24 Auditor Obligation to Perform Work in Accordance with Standards

If the work performed by Audit Firm is not in accordance with the standards as specified herein, or if the reports submitted by Audit Firm are not complete; or if the reports are rejected by the California State Departments of Finance, Education, or the State Controller as incomplete; then the Audit Firm shall be obligated to do whatever is required to correct the reports to meet the requirements specified in the standards, or as specified by the Department of Finance and/or the Department of Education, or the State Controller at no additional cost to the SCCOE.

3.25 Insurance and Indemnification

Audit Firm shall take out and maintain, during the term of the Agreement, such general liability and property damage insurance as is required to protect the Audit Firm and the SCCOE from any and all actions, suits or other proceedings which may arise as a result of the work performed by the Audit Firm pursuant to the Agreement with the SCCOE.

Audit Firm shall hold harmless and indemnify the SCCOE and all officers, agents and employees of the SCCOE, from and against any such actions, suits or other proceedings.

3.26 Independent Contractor

While performing services pursuant to this Agreement, Audit Firm is an Independent Contractor and not an officer, agent or employee of the SCCOE.

3.27 Assignment of Contract

The Audit Firm shall not assign, transfer or subcontract, by operation of law or otherwise, any or all of their rights, burdens, duties or obligations without the prior written consent of the SCCOE.

3.28 Legal Action

If the SCCOE prevails in any action in law or equity to enforce or interpret the provisions of this agreement, it shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

4. STATEMENT OF WORK

4.1 Scope of the Audit Service

Audit Firms shall submit a proposal to provide the SCCOE with financial audit services for a period not to exceed five (5) years. Said audit services shall include all funds under the jurisdiction and control of the SCCOE.

4.2 Technical Standards

Examination of financial records, statements and program compliance shall be made in accordance with the provisions of section 41020 of the Education Code of the State of California.

All audit services shall be performed in accordance with generally accepted auditing standards (GAAS) as issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA) and standards stipulated by the Governmental Accounting Standards Board (GASB).

4.3 Work to be Done

4.3.1 Conduct a comprehensive financial and compliance audit of the SCCOE as required by the State of California.

4.3.2 Conduct a comprehensive financial and compliance audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States (Government Auditing Standards); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance).

4.3.3 Provide a separate audit of the financial records and statements of the Santa Clara County Board Of Education Finance Corporation.

4.3.4 Prepare and file related tax forms or obtaining exemption from filing of tax returns.

4.3.5 Prepare and submit three (3) copies of the preliminary audit report and management letter for review and discussion with the SCCOE Superintendent and prior to working with management and staff in Business Services such as the Chief Business Officer, Director of Internal

Business Services, and the Controller, to finalize these reports for each of the audits.

- 4.3.6 Conduct an exit conference with the Superintendent, Chief Business Officer, the Director and Controller of Internal Business Services.
- 4.3.7 Attend such meetings with the Santa Clara County Board of Education and staff of the SCCOE, as may be required during the course of the audit and to present the final audit reports and management letters.
- 4.3.8 In accordance with Education Code (EC) Section 41020(b)(3), in the event that the governing board of a local educational agency (LEA) under SCCOE has not provided for an audit by April 1, the County Superintendent of Schools, shall provide for the audit and the cost of the audit shall be chargeable to the school district.

4.4 Staffing

The Audit Firm shall assign professional staff as appropriate to the conduct of the audits. The Controller will facilitate the activities of all Auditors on the engagement. Supervising Auditors shall be CPA's in the State of California.

The Auditor shall certify that all assigned staff meet the educational requirements for Governmental engagements as specified by the California Board of Accountancy, Federal General Accounting Office, Governmental Accounting Standards Board, and the AICPA as appropriate.

4.5 Audit Reports

A separate audit report shall be submitted for the audit of the SCCOE and its Finance Corporation. Each report must include an appropriate opinion relative to the financial and/or compliance portions of the audit. Electronic softcopy and five (5) hardcopies of each audit report shall be addressed to the attention of the Santa Clara County Board of Education. The reports shall be delivered to the SCCOE no later than November 31st each year. Copies of each report shall be filed by the Audit Firm with the following agencies:

One copy SCCOE, County Superintendent

One copy State Controller's Office, Division of Audits

Two copies California Dept of Education, School Fiscal Services Division

Two copies Federal Audit Clearinghouse, Bureau of the Census

4.6 Management Letter

A separate management letter shall be prepared and submitted for each individual audit. The management letter shall include a statement of findings and recommendations affecting the financial statements, internal control, accounting, accounting systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material information.

The first draft of the management letter will be reviewed with the Superintendent and the Chief Business Official. Prior to the submission of the final draft of the management letters, the Audit Firm shall meet with the Superintendent, Chief Business Officer, and the Director of Internal Business Services of the SCCOE to discuss and clarify potential findings.

4.7 Working Papers

Working papers shall be retained by the Auditor for a period of three (3) years, unless otherwise specified by the County Office. Such working papers shall be available for review and audit by the County Office, representatives of the Federal and/or State governments and other individuals designated by the County Office.

4.8 Resources to be Provided by the SCCOE

4.8.1 Prior Year's Record - Copies of prior year's financial statements, budgets, and audit reports are available and shall be provide to the auditors.

4.8.2 Staff Assistance – The SCCOE shall, to whatever extent possible, assign appropriate staff to assist the Audit Firm by providing required information and explanations. Staff will furnish the Auditor with copies of existing schedules as appropriate. It is not the intent of the SCCOE to furnish staff assistance for the purpose of locating documents or preparing audit workpapers.

4.8.3 Working Space – The SCCOE shall provide the Auditors with working space for a maximum of five (5) persons. Requests for space shall be directed to the attention of the Controller four (4) weeks prior to the time the space will be required. The request shall include an estimate of the time the space will be required. SCCOE COVID-19 protocols will be followed as applicable.

5. **PROPOSAL RESPONSE REQUIREMENTS**

5.1 General

All proposals shall be submitted in the format as specified below.

5.2 Title Page

Indicate the name of the firm, local address, the name of your firm's contact person for the purposes of this RFP, the telephone number and e-mail address of the contact person.

5.3 Table of Contents

Include a clear identification of the material included in your firm's response by section and by page number.

5.4 Letter of Transmittal

Summarize your understanding of the work to be done. Indicate the names of the persons who will be authorized to make representations on the part of your firm, their titles, addresses and telephone numbers. The person and/or persons who is authorized to execute the contract on the part of your firm shall sign the transmittal letter.

5.5 Profile of Audit Firm

5.5.1 State whether your firm is local, regional, national or international.

5.5.2 State the location of the office that will be responsible for the audit if your firm is awarded the contract, and state the number of partners, managers, seniors, supervisors and other professional staff employed at this office.

5.5.3 Describe the range of experience that the firm has in performing audits of school districts and County Offices of Education. Provide current samples of audit reports and management letters prepared for these agencies.

5.5.4 Describe the range of activities performed by the office from which the work will be done (i.e. auditing, tax services, or management services), indicating the percentage of work related to School Districts and the percentage of work related to County Offices of Education.

5.6 Auditor's Staffing and Qualifications

5.6.1 Indicate the name and position of the person who will manage the audit services as specified in this Request for Proposal. Provide a brief resume of the manager's background, training and experience. Specifically discuss the manager's experience in managing School District and County Office of Education audits of the size and complexity as the audits specified herein.

5.6.2 Indicate the names of supervising auditors who will be assigned to the audit of the SCCOE. Provide a brief resume of the supervisors' background, training and experience in supervising School District and County Office of Education audits of the size and scope of the audits as specified herein.

5.6.3 Indicate the levels and titles of other auditors who will be assigned to perform services under the contract. Include a job description which describes the types of experience, background and training required for each of the classifications proposed.

5.7 Regulatory Sanctions

The Auditor must clearly indicate to the SCCOE if the firm or assigned staff have been assessed any sanctions by State or Federal regulatory agencies for deficient work on any California school district audit in the prior three (3) years, including a statement of how the deficiency was resolved. If the firm is posted in the California State Controller website, please provide explanations for "Audit Reports Initially Rejected" and "Delinquent Audit Reports"

5.8 References

Provide a list of School District and County Office of Education clients (at least 3 references) for whom your firm has provided auditing services in the past three (3) years. Indicate the scope of the audits performed for each of the referenced clients. Include the name of the client, address, telephone and the name of each client's cognizant manager.

5.9 Auditor's Approach to the Examinations

Prepare a work plan to accomplish the auditing services as specified in this Request for Proposal. The work plan shall include time estimates for each significant segment of the work; the number of staff to be assigned, including supervisors where appropriate; the level of each of the staff members to be assigned; and any specialists who will be assigned during any portion of the audit.

5.10 Cost of the Services

State the maximum annual cost for the audit of the SCCOE for the first year services and each of the four (4) years thereafter. Costs, as specified in this Section, shall be based upon the scope of the work as specified herein. It is understood that if the scope of the work is increased and/or decreased, the maximum costs as proposed will be adjusted upwards and/or downwards as appropriate. The supporting data for the maximum cost of the audit services shall include the number of staff to be assigned, by level, the estimated maximum number of hours each of the staff will be assigned, and the hourly rate applicable to each level of staff assigned.

5.11 Additional Information

The preceding sections shall contain only the information requested. If the Auditor desires to present additional information, such additional information shall be presented in this Section of the RFP. If there is no additional information to present, indicate "There is no additional information to present."

5.12 Assurances

The Supervising auditor certifies to be is a licensed, Certified Public Accountant in active status before July 1, 2022 and meets the independence standards of the GAO Standards for Audit of Governmental Organizations, Programs, Activities and Functions.

The Auditor understands the primary purpose of the examinations, as specified herein, is to express an opinion on the financial statements. No extended services will be performed unless authorized by the SCCOE and the agreement covering the work to be done has been amended to reflect such extended services.

The Auditor shall certify that in accordance with auditing standards and other applicable guidelines, professional standards, and regulations, the Auditor will select the necessary procedures to test compliance and to disclose noncompliance with specified laws, regulations and contracts.

6.0 PROPOSAL EVALUATION

A proposal will not be considered unless the Audit firm submitting the proposal meets all of the criteria specified herein. All submittals will be evaluated by a panel and assigned an overall rating based on their scores in three major areas

- Technical

- References
- Cost

Firms selected through this evaluation will be invited to appear for a panel interview on Friday, January 27, 2023 at noon. Please reserve this time on your calendars in case you are selected for an interview. All firms participating in the oral panel must have all members of the engagement team attend this event. Following this evaluation, the finalist firm will be presented to the Superintendent who will review this nomination with the Board of Education. The Superintendent may then enter into contract negotiations with the successful firm.

NOTE: Attached Professional Service Agreement must be sent back signed with RFP response.

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

<i>For Contracts Office/Risk Management Use Only:</i>	
<i>RM#:</i> _____	
<i>Date:</i> _____	<i>Signature:</i> _____

**APPENDIX A
SCOPE OF SERVICES**

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

[Empty rectangular box for description of services]

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
Empty space for listing key personnel	Empty space for listing rates

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 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: 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 not 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>4 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>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (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.

Social security number								
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Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

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

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

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

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

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

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

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

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

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

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

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

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

Line 2

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

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • 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 ⁴
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.