



REQUEST FOR STATEMENT OF QUALIFICATIONS AND PERFORMANCE DATA (SOIQ)

FOR

CONSTRUCTION TESTING AND INSPECTION SERVICES Solicitation #JB1650-CT

1.0 PURPOSE OF REQUEST

Salt Lake City School District (SLCSD) is seeking statements of qualifications and performance data (SOIQ) from firms engaged in providing Construction Testing and Inspection Services in the state of Utah. Statements will be used and evaluated to create a list of pre-qualified testing and inspection firms. This is an open-ended prequalification process. This list will be utilized when the procurement of testing and inspection services is to be less than \$100,000 per project. Projects greater than \$50,000 are subject to Board of Education approval. The anticipated starting term is May 1, 2016 to October 31, 2017.

2.0 BACKGROUND

Salt Lake City School District, a political subdivision of the State of Utah, located at 440 East 100 South, Salt Lake City, Utah 84111, is interested in selecting from a pre-qualified list of construction testing and inspection firms for small to major construction projects. SLCSD may choose to rotate through the list of qualified firms or select the firm based on their particular area of expertise, skills, and qualifications on a “per project” basis. Qualified firms are also NOT guaranteed a specific number of projects or specific amount of work.

3.0 ISSUING OFFICE AND SOIQ REFERENCE NUMBER

The Salt Lake City School District Purchasing Department is the issuing office for this document and all subsequent addenda relating to it, on behalf of the Construction/Facilities Department (hereby referred to as Department). The reference number for the transaction is Solicitation #JB1650-CT. This number must be referred to on all submissions, correspondence, and documentation relating to the SOIQ.

4.0 GENERAL INSTRUCTIONS

This SOIQ is designed to provide interested respondents with sufficient basic information to submit statements meeting minimum requirements, but is not intended to limit a statement's content or exclude any relevant or essential data. Respondents are at liberty, and are encouraged, to expand upon the specifications to evidence service capability under any agreement.

Construction testing and inspection services that are estimated to exceed \$100,000 will be solicited on a project by project basis and solicited according to the requirements found in the Utah Procurement Rules.

SLCSD reserves the right to reject any or all statements, or to waive any formality or technicality in any submission, in the best interests of the District. The District reserves the right to cancel this request for SOIQ in whole or in part at any time.

5.0 SUBMITTING THE SOIQ

Submissions must be received by **March 22, 2016 at 2:00 p.m.** Statements received after the deadline will be late and ineligible for consideration until the next open submission deadline of September 22, 2016 at 2:00 p.m. and/ or April 20, 2017 2:00 p.m. Rotation pool will be established alphabetically. All submissions received after the initial due date will be placed at the bottom of the rotation alphabetically as they are received.

Please submit three (3) copies of your proposal (without costs and fees) + one (1) unchanged electronic (CD) copy in a (doc). or (pdf) format in a sealed envelope with the solicitation #JB1650-CT "CONSTRUCTION TESTING AND INSPECTION SERVICES SOIQ" printed on the front of the envelope to the Salt Lake District School District Auxiliary Services Department- Attn: Joe Bryant, 995 W. Beardsley Place Salt Lake City, UT 84119. Faxed or emailed proposals are not acceptable forms of submission and will not be considered as a valid response from a respondent.

6.0 FEE DETERMINATION

Salt Lake City School District reserves the right to negotiate the fees for all projects issued. All fees may be negotiated at the time the opportunity is issued to the selected and most qualified firm on the rotation. If fair and reasonable compensation, contract requirements, and contract documents cannot be agreed upon with the selected firm, Salt Lake City School District shall advise the firm in writing of the termination of negotiations. Upon failure of negotiations, SLCSD will enter into negotiations with the next most qualified firm.

7.0 QUESTIONS

All questions, interpretations, or clarifications regarding this solicitation shall be submitted through BidSync and are subject to the deadline for submitting questions before **March 15, 2016 @ 10:00 a.m.** and any time after May 1, 2016. If any vendor detects any discrepancy, conflict, omission, or other error in these documents, they shall notify the District in writing, thru BidSync, and request clarification or modification of the SOIQ documents.

Clarifications, interpretations, and answers will be posted on BidSync and are considered addenda to the original request for SOIQ.

Any addenda submitted prior to the submittal deadline shall become part of this request and any information required shall be included in your proposal. Suppliers are cautioned not to consider verbal modifications.

No other District employee or board member should be contacted concerning this RFP during the selection process. Failure to comply with this requirement may result in disqualification. Questions and answers will be consolidated and posted at www.bidsync.com under the RFP #JB1650-CT

8.0 SELECTION FOR SERVICE

The District will include all prequalified vendors who meet the minimum requirements stated within this request on the project rotation pool. Qualified firms will remain on the project rotation pool for up to eighteen (18) months. **If your firm wants to renew your qualifications you must submit a new statement of qualification no more than eighteen (18) months after you have been qualified and placed on the project rotation pool as defined in Section 5.0.**

9.0 STANDARD CONTRACT TERMS AND CONDITIONS

While it is the intent of the District to proceed with this solicitation, nothing herein shall obligate the District to enter into contract(s) for Construction Testing and Inspection Services with a selected firm(s) during the 18 month term(s). Any contract resulting from this SOIQ with any pre-qualified construction testing and inspection firms will include, but not be limited to, the District's standard terms and conditions-Attachment A.

Awarded qualified firms shall remain on SLCSO's list for term(s) of eighteen (18) months provided:

- a) the firm has not been suspended for poor performance or failure to comply with requirements of their contract and/or has failed to meet all stated project, timelines, milestones, and due dates on past projects.
- b) the firm has not undergone a significant reorganization involving the loss of key personnel, to a degree that the firm no longer meets the qualification requirements outlined in this document. This determination shall be made at the sole discretion of the District.

10.0 QUALIFICATIONS SUMMARY

Provide a brief description of your firm's historical background, the scope and nature of services routinely provided by your firm on construction and remodeling projects.

1. General information about the testing and inspection companies experience and capabilities.
2. The number of years the company has operated under its current ownership and management.

3. The number, type, name and certification of employees working at the local office performing the work.
4. List 5 construction projects, exceeding \$1,000,000 in construction cost, for which the company has performed testing and inspection services during the past three years. Provide the following information for each project:
 - a. Project name.
 - b. Project construction cost.
 - c. Date services were provided.
 - d. Project owner's name, telephone number and contact person.
5. The following information for the person who will have primary responsibility for managing the testing and inspection services for this project:
 - a. Name, background and construction testing and inspection experience and certifications.
 - b. Individual's position with company and responsibilities for this project.
6. Resumes for all personnel proposed for the project. The owner reserves the right to reject individual resumes.
7. Name of laboratory proposed to perform all analysis (if any)
8. A Fee Proposal per project will be requested of the selected firm that identifies the following but is "NOT" required for your submission with this Request for Qualifications:
 - a. Estimated cost of Testing and Inspection services required for this project (It is understood that the final cost of the work will be adjusted to reflect the actual amount of work performed, based on the billing rates established below.)
 - b. Hourly rates / Unit prices for all inspection services required for this project.
 - a. All rates shall be inclusive of mileage and subsistence charges. Separate charges for mileage or subsistence will not be considered reimbursable
 - b. Fees for all laboratory and testing procedures required for the project.
 - c. The fees charged for the delivery and pick-up of items to and from the construction site.
 - d. The fees charged for project oversight, bookkeeping, laboratory report preparation (except final report) and distribution, and office expenses
 - e. Special charges or other fees that may apply to the company's services.
 - f. A complete and detailed breakdown of how the proposed cost was derived including labor hours, labor rates, material and equipment costs, testing charges, administration charges, parking, reimbursable items etc.
9. Identify what services will not be performed by your direct employees and identify any sub contract

personnel you propose to utilize.

10. Identify any special accommodations, facilities etc. you expect to be provided to accommodate and facilitate your work.

11.0 MINIMUM QUALIFICATIONS

The testing and inspection company shall meet the following minimum requirements to be eligible for consideration:

1. Meet the qualifications of local building officials for special testing and inspection as required under the Chapter 17 of the International Building Code as well as any State and local requirements for Salt Lake City, Utah.
2. Comply with ASTM C1077 and ASTM E329 for all inspection and testing services to be provided for this project.
3. Have at least five years of continuous operation under current ownership and management.
4. Have at least 5 International Code Council certified special inspectors in the Salt Lake City area.
5. The testing and inspection services shall be directed by a Project Manager with experience on comparable projects and having been in charge, with managerial responsibilities, and having at least 5-years on-site experience in testing of construction and material.

SCOPE OF SERVICES

The testing and inspection company shall provide the following services:

Perform special tests and inspections, in compliance with all Local, State and applicable UL assembly requirements, for the following types of work:

1. Concrete. (Non-structural concrete and site work concrete slabs shall not be tested and inspected unless specifically requested by the Owner.)
 - a. Attend Preconstruction meeting upon Salt Lake City School District Request
 - b. Batch plant inspection upon Salt Lake City School District Request
 - c. Review Mix designs
 - d. Verify correct mix design is being placed, including correct strength of concrete
 - e. Verify accuracy, configuration, and cleanliness of formwork
 - f. Ensure proper placement of reinforcing and all embedded items.
 - g. Inspect all shop and field welds of reinforcing
 - h. Review/inspect placement procedure to include temperature monitoring, water and air content

- i. Verify placement procedures are in accordance with Local and State codes and project specifications
- j. Verify proper mixing time
- k. Perform slump, air content, unit weight and temperature testing
- l. Take concrete cylinder tests in accordance with the requirements of the contract documents and codes.
- m. Provide facility for on-site testing of cylinders
- n. Verify additives and proper use per contract documents
- o. Provide measurement of floor flatness in accordance with project requirements as requested

2. Masonry- General

- a. Attend Preconstruction meeting upon Salt Lake City School District Request
- b. Attend grout demonstration test upon Salt Lake City School District Request
- c. Inspect and test masonry in accordance with State and Local Codes, Specifications for Masonry Structures
- d. Verify installation and placement of anchors
- e. Verify installation of waterproofing membrane – confirm laps
- f. Inspect brick, CMU, and CSMU for compliance with project specifications
- g. Inspect grade, size, and placement of reinforcement for conformance with project requirements
- h. Verify that grout spaces are clean prior to grouting
- i. Verify that correct grouting procedures are being followed
- j. Verify proportions of site-mixed grout and mortar
- k. Confirm location of control joints and expansion joints
- l. Perform testing of mortar and grout in accordance with project requirements
- m. Perform prism testing in accordance with ASTM requirements for each 5000 SF of wall
- n. Review and monitor storage and protection of materials as required
- o. Monitor installation of flashings and counter flashings for compliance with project requirements

3. Structural Steel – Metal Deck - Stairs

- a. Attend Preconstruction meeting upon Salt Lake City School District request
- b. Review mill reports/mill test analysis
- c. Review bolt mill tickets/shipments
- d. Review shop drawings
- e. Monitor placement and erection
- f. Verify bolting is in accordance with project requirements.

- g. Verify installation of welded headed studs is in accordance with project requirements
- h. Confirm that metal deck is supplied and installed in accordance with project requirements
- i. Inspect installation and alignment of adjustable items i.e., anchor bolts, leveling plates, wall supports, angles, bracing, gusset plates, or similar supporting members.
- j. Inspect erection tolerances for strict compliance with project requirements.
- k. Ensure that welding personnel are properly certified and licensed
- l. Review Welding Procedure Specifications and verify work is performed in accordance with them
- m. Inspect and test field welds in accordance with project requirements, perform NDT testing as required.
- n. Monitor correction of errors that occur during the work, i.e., reaming, cutting, drawing elements into line.
- o. Review and monitor storage and protection as required
- p. Inspect field painting or treatment of bolt heads, nuts, field welds, etc.

4. Shop Inspections

- a. Inspect and test shop welds in accordance with project requirements, perform NDT testing as required.
- b. Verify dimensions of members
- c. Verify mill tests analysis and reports
- d. Verify welding personnel qualifications and certifications
- e. Verify galvanizing as required

5. Spray-applied fire resistive materials

- a. Attend Preconstruction meeting upon Salt Lake City School District request
- b. Inspect thickness/density.
- c. Confirm installation in accordance with project requirements and manufacturers specifications
- d. Paving
- e. Review base material for compliance with the project requirements including compaction or proof rolling
- f. Review mix design
- g. Review asphalt material for compliance with the project requirements
- h. Perform extraction gradation and Rice value as required.
- i. Test asphalt density and pavement and coring for compliance with the project requirements

6. Electrical Inspections

Provide all required electrical inspections per National Electrical Code (NEC) and State of Utah adopted codes.

a. Earthwork Inspection NIC

b. By Geotech

CONFIDENTIALITY

Respondents are required to mark any specific information contained in their submittal which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the SOIQ (including CD copy). Pricing and service elements shall not be protected. An entire proposal shall not be protected under a Claim of Business Confidentiality. Blanket Claims of Confidentiality may cause your response to be deemed as “non-responsive”. The claim of business confidentiality must be submitted with your proposal. Provided for you reference is the link to the State of Utah Government Records Access and Management Act (GRAMA) <http://le.utah.gov/UtahCode/section.jsp?code=63G-2> .

All materials submitted become the property of Salt Lake City School District. Materials may be evaluated by anyone designated by the District as part of the proposal evaluation committee. Materials submitted may be returned only at the District’s option.

ATTACHMENT A

CERTIFICATION OF PROPOSAL OR STATEMENT OF QUALIFICATIONS
(must be submitted with packet to be considered responsive)

We have read the Request for Proposal herein issued by the Board and fully understand its intent. We certify that we have adequate personnel and resources to fulfill all proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the Board/Committee.

We further certify that, since the receipt of this RFP or SOIQ, no contact, discussion, or negotiation have been made nor will be made regarding this proposal with any Salt Lake City School District Board of Education Member or Salt Lake City School District employee other than the listed contact people in the RFP. We understand that any such contact may disqualify this proposal.

We further certify that we are properly licensed or will obtain a license to conduct business within the scope of this RFP/SOIQ, in the State of Utah.

We acknowledge receipt of the following addenda, numbered _____.

We agree to hold the costs and fees firm through the end of the term to any awarded contract.

We certify that all schedules and addenda contained herein shall be considered part of the entire RFP/SOIQ response and that the complete document submitted shall be considered a legally binding document.

Submitted by:

Individual / Firm Name: _____

Consultant Name _____

Telephone # _____

Email: _____

Authorized Signature: _____

Date: _____

Print Name and Title: _____

Title: _____

ATTACHMENT B

CONFLICT OF INTEREST STATEMENT AND DISCLOSURE
(must be submitted with packet to be considered responsive)

Pursuant to Utah Code Ann. §§ 31A-23a-401, and 31A-23a-501, a conflict of interest statement is required to affirm that Consultants, firm or any employee in your organization does not have a conflict of interest or potential conflict of interest.

Please review the following initial statements and sign.

I hereby certify that neither I nor any member of my organization has a material, personal or financial interest in or fiduciary relationship to the Board of Education, Salt Lake City School District, and /or District employees who have work related interest or responsibilities to the services requested in this RFP or SOIQ.

Printed Name and Title

Signature

Date

ATTACHMENT A- STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES



1. **AUTHORITY:** Provisions of this contract (“Contract”) are pursuant to the authority set forth in Title 63G, Chapter 6a of the Utah Code, Utah Administrative Code, Title R33), related statutes, Board policies, and administrative procedures that permit the Salt Lake City School District (“District”) to purchase certain specified services, and other approved purchases for the District.
2. **Acknowledgment:** There is no acknowledgment copy of the purchase order. Any discrepancies in price, quantities, items or delivery, must be phoned to the cognizant buyer at our Purchasing Department within 48 hours of your receipt of the purchase order. Failure to contest any of term or condition within this time frame indicates agreement with the terms and conditions contained herein.
3. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
4. **LAWS AND REGULATIONS:** The person or entity contracting with the District under this Contract (“Contractor”) and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable federal, state, and local laws, codes, rules, regulations, ordinances, including applicable licensure and certification requirements, and Board policies and their accompanying procedures.
5. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of, all records necessary to properly account for the payments made to the Contractor for costs authorized by this Contract. These records shall be retained by the Contractor for at least four years after the Contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow state or District auditors, and District staff, access to all the records to this Contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
6. **TIME:** The Contractor shall complete the scope of services work in a manner that achieves any milestones identified in the procurement documents related to this Contract and the attachments to this Contract. The full scope of services work shall be completed by any applicable deadline stated in the solicitation.
7. **TIME IS OF THE ESSENCE:** For all work and services under this Contract, time is of the essence and Contractor shall be liable for all damages to the District and anyone for whom the District may be liable, as a result of the failure to timely complete the scope of work required under this Contract.
8. **PAYMENT:**
 - 7.1 Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 60 days from the date a correct invoice is received by the appropriate District official, the Contractor may assess interest on overdue, undisputed account charges up to a maximum of the interest rate paid by the IRS on taxpayer refund claims, plus two percent, computed similarly as the requirements of Utah Code Ann. §15-6-3. The IRS interest rate is adjusted quarterly, and is applied on a per annum basis, on the invoice amount that is overdue.
 - 7.2 The Contract total may be changed only by written amendment executed by authorized personnel of the parties. Unless otherwise stated in the Contract, all payments to the Contractor will be remitted by mail or electronic funds transfer.
 - 7.3 The acceptance by the Contractor of final payment without a written protest filed with the District within thirty (30) working days of receipt of final payment shall release the District from all claims and all liability to the Contractor for fees and costs of the performance of the services pursuant to this Contract.
9. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by duly authorized representatives of both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
10. **DOCUMENT OWNERSHIP:** Contractor agrees that any work/services and all Deliverables prepared for District, to the extent to which it is eligible under copyright law in any county, shall be deemed a work made for hire, such that all right, title and interest in the work and Deliverables reside with the District. To the extent any work or Deliverable is deemed not to be, for any reason whatsoever, work made for hire, Contractor agrees to assign and hereby assigns all right, title, and interest, including but not limited to, copyright, patent, trademark, and trade secret, to such work and Deliverables, and all extensions and renewals thereof, to the District. Contractor

further agrees to provide all assistance reasonably requested by District in the establishment, preservation and enforcement of its rights in such work and deliverables, or subsequent amendments or modifications to such work and Deliverables, without any additional compensation to Contractor. Contractor agrees to waive, and hereby, to the extent permissible, waives, all rights relating to such work and Deliverables, or subsequent amendments or modifications to such work and Deliverables, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use.

- 11. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify," only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation to Bids or to the Multiple Stage Bid.

10.1 Status Verification System

(1) Contractor certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Utah Code Ann. §63G-12-302.

(2) The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Utah Code Ann. §63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

(3) The District will not consider a proposal for award, nor will it make any award, where there has not been compliance with this Section.

(4) Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws, including Utah Code Ann. §63G-12-302.

10.2 Indemnity Clause for Status Verification System

Contractor (includes, but is not limited to any Contractor or Consultant) shall protect, indemnify and hold harmless, the District and its officers, employees, agents, representatives and anyone that the District may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Contractor's subcontractor or subconsultant at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

- 12. CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the District, unless disclosure has been made in accordance with Utah Code Ann. §67-16-8. Contractor also represents that it has no conflict of interest in performing the services for the District under this Contract, unless such conflict of interest has been disclosed to the District and approval to proceed, notwithstanding the conflict, has been obtained from the District in writing. Further, Contractor certifies that it has not offered or given any gift or compensation prohibited by Utah Code Ann. §67-16-5, as amended, to any officer or employee of the District to secure favorable treatment with respect to being awarded this Contract.

- 13. CONTRACTOR AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the District to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the District, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the District. The Contractor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from the District for these Contract services. Persons employed by the District, and acting under the direction of the District, shall not be deemed to be employees or agents of the Contractor.

- 14. INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the District, and all its officers, agents, volunteers, and employees from and against any and all claims, loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Contract which are caused in whole or in part by the acts or negligence of (a) the Contractor, (b) the Contractor's officers, agents, volunteers, or employees, (c) the Contractor's subcontractors or subconsultants at any tier, or (d) anyone for whom Contractor may be liable but not for claims arising from the District's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.

- 15. Equal Opportunity and Non-discrimination:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C §2000(e)) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 C.F.R §90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated December 13, 2006, which prohibits sexual harassment in the work place. Contractor also agrees to abide by any other federal or state laws regarding any of the above mentioned prohibitions in this paragraph.

- 16. PERFORMANCE EVALUATION:** The District may conduct a performance evaluation of the Contractor's services, including specific personnel of the Contractor. References in the Contract to Contractor shall include Contractor, Contractor's subcontractors, or subconsultants at any tier, if any. Results of any evaluation will be made available to the Contractor.
- 17. WAIVERS:** No waiver by the District or Contractor of any default shall constitute a waiver of the same default at a later time or of a different default.
- 18. SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal authority, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- 19. RENEGOTIATION OR MODIFICATIONS:** This Contract may be amended, modified, or supplemented only by written amendment to this Contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of this Contract. Automatic renewals will not apply to this Contract.
- 20. SUSPENSION/DEBARMENT:** The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Contract), by any governmental department or agency in the United States, including any federal, state or local agency. If the Contractor cannot certify this statement, attach a written explanation for review by the District. The Contractor must notify the District Director of Purchasing within 30 days if suspended or debarred by any governmental entity during the Contract period.
- 21. TERMINATION:**
- 20.1 Unless otherwise stated in the Additional Terms and Conditions of the Salt Lake City School District, if applicable, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which this Contract may be terminated for cause. This Contract may be terminated without cause, in advance of the specified expiration date, by either party, upon fourteen (14) days prior written notice being given to the other party. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- 20.2 In the event of such termination, the Contractor shall be compensated for services properly performed under this Contract up to the effective date of the notice of termination. The Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the District is limited to full payment for all work properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of the Contractor having to terminate contracts necessarily and appropriately entered into by the Contractor pursuant to this Contract. Contractor further acknowledges that in the event of such termination, all work product, which includes but is not limited to all manuals, forms, contracts, schedules, reports, and any and all documents produced by Contractor under this Contract up to the date of termination are the property of the District and shall be promptly delivered to the District.
- 22. INSURANCE:**
- 21.1 To protect against liability, loss and/or expense in connection with the performance of services described under this Contract, the Contractor shall obtain and maintain in force during the entire period of this Contract without interruption, at its own expense, insurance as listed below from insurance companies authorized to do business in the State of Utah.
- 21.2 The following are minimum coverages that may be supplemented by additional requirements contained in the solicitation for this Contract or provided in an Attachment to this Contract:
- (1) Worker's Compensation Insurance and Employers' Liability Insurance. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction.
 - (2) General Liability Insurance. Contractor must carry insurance with policy limits no less than one million per incident and three million in the aggregate. Contractor must provide proof of insurance to District and must add District as an additional insured with notice of cancellation.
 - (3) Professional liability insurance in the amount as described in the solicitation for this Contract, if applicable.
 - (4) Any other insurance required in the solicitation for this Contract.
- 21.3 Any type of insurance, including automobile insurance, or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
- 21.4 The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order.

- 23. STANDARD OF CARE:** The services of Contractor and its subcontractors and subconsultants at any tier, if any, shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude and complexity of the services that are the subject of this Contract. The Contractor shall be liable to the District for claims, liabilities, additional burdens, penalties, damages or third party claims (i.e. another Contractor's claim against the District), to the extent caused by wrongful acts, errors or omissions that do not meet this standard of care.
- 24. DISTRICT REVIEWS, LIMITATIONS:** The right of the District to perform plan checks, plan reviews, other reviews and/or comment upon the services of the Contractor, as well as any approval by the District, shall not be construed as relieving the Contractor from its professional and legal responsibility for services required under this Contract. No review by the District or any entity/user, approval or acceptance, or payment for any of the services required under this Contract shall be construed to operate as a waiver by the District of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract, and the Contractor shall be and remain liable to the District in accordance with applicable law for all damages to the District caused by the wrongful acts, errors and/or omissions of the Contractor or its subcontractors or subconsultants at any tier, if any.
- 25. NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the District cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If the District becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render the Contractor's delivery or performance under this Contract impossible, or unnecessary, this Contract will be terminated, either in whole or in part. If the Legislature does not appropriate funds for paying the District's obligations on this Contract, or if funding to the District is reduced due to an order by the Governor, or is required by state law, or if federal funding (when applicable) is not provided, or requires any return or "give-back" of funds required for the District to continue payments, or if the executive branch mandates any cuts or holdbacks in spending, the District may terminate this Contract or proportionately reduce the services and purchase obligations and the amount due from the District upon thirty (30) days written notice to Contractor. If this Contract is terminated, or services and purchase obligations are reduced due to nonappropriation of funds or reduction in funding, as described in the preceding sentence, the District will pay Contractor for services properly performed, and will reimburse Contractor for expenses incurred, as authorized under this Contract, through the date of cancellation or reduction, and this payment shall be Contractor's sole remedy, and the District will not be liable for any future commitments, penalties, or liquidated damages.
- 26. SALES TAX EXEMPTION:** The District's sales and use tax exemption number is 11906942-005-STC. The tangible personal property or services being purchased are being paid from District funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of the District, unless otherwise stated in the Contract.
- 27. PUBLIC INFORMATION:** Contractor agrees that this Contract, related sales orders, and invoices shall be public documents, and shall be available for distribution. Contractor gives the District express permission to make copies of this Contract, related sales orders, and invoices in accordance with Utah's Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the District's Division of Purchasing, Contractor also agrees that the Contractor's response to the solicitation, if applicable, will be a public document, and copies may be given to the public under GRAMA laws. This permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 28. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the District, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.
- 29. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the District.
- 30. DEFAULT AND REMEDIES:**
- 29.1 Any of the following events will constitute cause for the District to declare Contractor in default of this Contract:
- (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Contract.
- 29.2 Should Contractor be in default under any of the provisions under Subsection 29.1 above, the District will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this Contract and any related contracts or portions thereof; or (3) Impose liquidated damages, if liquidated damages are listed in the Contract.

- 31. FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The District may terminate this Contract after determining such delay or default will reasonably prevent successful performance of this Contract.
- 32. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the District is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the District, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (Utah Code Ann. §63G-6-2304.5).
- 33. CONFLICT OF TERMS:** In order for any terms and conditions of the Contractor to apply to this Contract, they must be in writing and attached to this Contract. No other terms and conditions of the Contractor will apply to this Contract, including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the terms and conditions in the Contract, the order of precedence shall be: (1) Attachment A: District's Standard Terms and Conditions for Professional Services; (2) Contract signed by parties, if any; (3) Scope of Work of RFP; and (5) Terms and Conditions of the Contractor, if any.
- 34. ENTIRE CONTRACT:** This Contract including all attachments and documents incorporated hereunder, and the related District solicitation documents, if any, constitutes the entire Contract between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Contract shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the District. The parties agree that the terms of this Contract shall prevail in any dispute between the terms of this Contract and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Contract.
- 35. DISPUTE RESOLUTION:** In the event of any dispute under this Contract prior to any filing in any judicial proceedings, the parties agree to participate in good faith in the mediation of the dispute. The District, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of the dispute. If the District appoints such an expert or panel, District and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

No district employee or student shall be subjected to discrimination in employment or any district program or activity on the basis of age, color, disability, gender, gender identity, genetic information, national origin, pregnancy, race, religion, sexual orientation, or veteran status. The district is committed to providing equal access and equal opportunity in its programs, services and employment including its policies, complaint processes, program accessibility, district facility use, accommodations and other Equal Employment Opportunity matters. The district also provides equal access to district facilities for all youth groups listed in Title 36 of the United States Codes, including scouting groups. The following person has been designated to handle inquiries and complaints regarding unlawful discrimination, harassment, and retaliation: Kathleen Christy, Assistant Superintendent, 440 East 100 South, Salt Lake City, Utah 84111, (801) 578-8251. You may also contact the Office for Civil Rights, Denver, CO, (303) 844-5695.

EXHIBIT B

**SALT LAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION AND ARCHITECT'S /
ENGINEERS AGREEMENT**

THIS AGREEMENT, made effective as of _____, **2016**, by and between the **BOARD OF EDUCATION OF SALT LAKE CITY**, ("Board"), its designee, the Salt Lake City School District, ("District") and _____ Architects, ("Architect").

In consideration of the mutual covenants set forth in this Agreement, the District and Architect agree as follows:

ARTICLE I - DESCRIPTION OF WORK

Architect will perform all work as shown in the Contract Documents for the completion of the project generally described as follows: _____ Program as described in cost proposal dated _____, 2016.

ARTICLE II - CONTRACT TIME

Work will commence upon Architect's receipt of executed agreement and shall be completed as described in the cost proposal.

ARTICLE III - CONTRACT PRICE

District will pay Architect for performance of the work and completion of the project in accordance with the Contract Documents, subject to adjustment as provided in the Contract Documents. Fee will be based upon a _____ percent (____%) of final construction cost, plus reimbursable expenses and excluded services described in cost proposal.

ARTICLE IV - PROGRESS AND FINAL PAYMENTS

District will make progress payments as provided in the Contract Documents as follows:

- a. Progress and final payments will be on the basis of Architect's applications for payment as approved by **District**.
- b. On or about the first day of each month during the project, District will remit payment to Architect for all work completed during the preceding period.
- c. On final completion of the work and settlement of all claims, the remainder of the Contract Price.

ARTICLE V - CONTRACT DOCUMENTS

The Contract Documents that comprise the contract between District and Architect are attached to and made a part of this Agreement and consist of the following:

- a. This Agreement (pages 1 to 3, inclusive).
 - (1) Cost Proposal
- b. Any modifications, including approved Change Orders, duly delivered after execution of this Agreement.
- c. The District's Standard Terms and Conditions for Professional Services

ARTICLE VI - NO WAIVER

The failure of either party to insist upon strict performance of any of this Agreement's terms and conditions, or either party's waiver of any breach of any term or condition, shall not be construed as a waiver any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE VII – CLAIMS AND DISPUTES

The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution. The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be through arbitration. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

ARTICLE VIII - INDEMNITY

Architect hereby agrees to indemnify and save the Board and District harmless from and against any and all liability, loss, damage, cost and expense including "costs" and attorneys' fees (whether or not litigation is commenced) of whatever nature or type that the Board or District may hereinafter suffer, incur or be required to pay by reason of:

- a. Any injury or damage sustained or purported to have been sustained by any person or thing as the result of the negligent performance of professional services work by the Architect;
- b. Any other negligent act, error or omission of Architect, its agents, representatives or other persons who are at any time during the course of the construction of the building on the real property at the direction, supervision or behest of Architect, including, but not limited to, sub-Architects, labors, materials and supplies;
- c. Any breach or default of Architect in the performance of its obligations hereunder.

ARTICLE IX - GENERAL PROVISIONS

- a. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws. Similarly, all inspections shall be completed in accordance with IBC, IPC, IMC and NEC requirements if applicable.

- b. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- c. Architect may at its discretion engage subconsultants to perform work hereunder, provided Architect shall fully pay said subconsultant and in all instances Architect remains responsible for the proper completion of this Agreement.
- d. Architect shall furnish the District appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
- e. All change orders shall be in writing and signed both by the District and Architect.
- f. Architect warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Architect or its employees or subconsultant.
- g. Architect, at its own expense, shall obtain all permits necessary for the work to be performed.

ARTICLE X – MISCELLANEOUS

- a. Terms used in this Agreement that are defined in the Contract Documents shall have the meanings indicated in the Contract Documents.
- b. Neither party shall, without the prior written consent of the other, assign or sublet in whole or in part that party's interest under any of the Contract Documents, and, specifically, Architect shall not assign any monies due or to become due without the prior written consent of the Board.
- c. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
- d. The Contract Documents constitute the entire Agreement between the Board and Architect and may be altered, amended or repealed only by a duly-executed written instrument.

ARTICLE XI - OTHER PROVISIONS

Pay applications will be submitted to District following the procedure stated in Article IV above.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

DATED _____

DATED _____

SALT LAKE CITY SCHOOL DISTRICT

_____ ARCHITECTS, INC.

By: _____
 Janet Roberts
 Business Administrator

By: _____

By: _____
 Heather Bennett
 Board President

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

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.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. 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 the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

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, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation 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* on page 1.

*Note. 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, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

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

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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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. 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.