

ADDENDUM B – SAMPLE CONTRACT, INSURANCE & W9 FORM

Please make sure to sign off that you've reviewed this document in the Submittal section of the proposal (located on the last page of the proposal).

SAMPLE CONTRACT # BETWEEN THE CITY OF PALO ALTO AND

This Contract (“Contract”), dated for convenience on _____, by and between the CITY OF PALO ALTO, a California chartered municipal corporation of the State of California (“CITY”), and _____, a corporation duly organized and existing under the Nonprofit Corporation Law of the State of California, located at _____ (“CONSULTANT”). CITY and CONSULTANT are referred to collectively as the “Parties”.

RECITALS:

A. CITY’s Human Services Resource Allocation Process (HSRAP) provides grants to organizations who deliver direct services. Through HSRAP, City desires to obtain services for _____ in the community (the “Program” or “Services”), as more fully described in Exhibit “A”.

B. CITY desires to engage CONSULTANT in providing the Services based on CONSULTANT’s qualifications and experience in performing the Services.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Contract, the Parties agree:

SECTION 1. TERM

1.1 The term of this Contract will commence _____ and will terminate on _____, unless this Contract is earlier terminated pursuant to Section 12 of this Contract.

1.2 Upon full execution of this Contract, CONSULTANT will commence work on the initial and subsequent Program tasks in accordance with the time schedule set forth in Exhibit “A”.

1.3 Time is of the essence in the performance of this Contract.

1.4 In the event that the Program is not completed within the time required through any fault of CONSULTANT, CITY’s City Manager will have the option of extending the time schedule for any period of time. This provision will not preclude the recovery of damages for delay caused by CONSULTANT.

SECTION 2. SCOPE OF PROGRAM SERVICES; CHANGES & CORRECTIONS

2.1 CONSULTANT shall perform the Services described in Exhibit A in accordance with the terms and conditions contained in this Contract. The performance of all Services shall be to the reasonable satisfaction of CITY.

2.2 CITY may require substantial changes in the scope or character of the Basic Services, or the Program, either decreasing or increasing the amount of work required of CONSULTANT. In the event that such changes are required, subject to the approval of CITY’s City Council, as may be necessary, CONSULTANT will be entitled to full compensation for all work performed prior to CONSULTANT’S receipt of the notice of change and further will be entitled to

an extension of the time schedule. CITY will not be liable for the cost or payment of any change in work, unless the amount of additional compensation attributable to the change in work is agreed to, in writing, by CITY before CONSULTANT commences the performance of any such change in work. Any increase in compensation for changes in the work required by CITY will require a Contract amendment executed by the Parties.

SECTION 3. QUALIFICATIONS, STATUS, AND DUTIES OF CONSULTANT

3.1 CONSULTANT represents and warrants that it has the expertise and professional qualifications to furnish or cause to be furnished the Services. CONSULTANT further represents and warrants that the program director and every individual, including any consultant, charged with the performance of the Services are duly licensed or certified by the State of California (or any other relevant government or professional organization), to the extent such licensing or certification is required by law to perform the Services, and that the Program will be executed by them or under their supervision.

3.2 CONSULTANT covenants and agrees that it will execute or cause to be executed, the Program.

3.3 CONSULTANT will assign a single program director to have supervisory responsibility for the performance, progress, and execution of the Program. The program director will represent CONSULTANT during the day-to-day work on the Program. If circumstances or conditions subsequent to the execution of this Contract cause the substitution of the program director, the CONSULTANT shall notify the program manager of such a change.

3.4 CONSULTANT represents, warrants and agrees that it will:

3.4.1 Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incident to the due and lawful administration of the Program;

3.4.2 Keep itself fully informed of and comply with all Federal, State of California, and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Contract and any materials used in CONSULTANT's performance of the Services;

3.4.3 At all times observe and comply with, and cause its employees and consultants, if any, who are assigned to the performance of this Contract to observe and comply with, the laws, ordinances, regulations, orders and decrees mentioned above; and

3.4.4 Will report immediately to the program manager, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and decrees mentioned above in relation to the deliverables.

3.4.5 Comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time.

3.5 Any deliverables given to, or prepared or assembled by, CONSULTANT or its consultants, if any, under this Contract will become the property of CITY and will not be made available to any individual or organization by CONSULTANT or its consultants, if any, without the prior written approval of the City Manager.

3.6 CONSULTANT will provide CITY with copies of any documents which are a part of the deliverables upon their completion and acceptance by CITY.

3.7 If CITY requests additional copies of any documents which are a part of the - deliverables, CONSULTANT will provide such additional copies or provide press-ready electronic files.

3.8 CONSULTANT will be responsible for employing or engaging all persons necessary to execute the Program. All consultants of CONSULTANT will be deemed to be directly controlled and supervised by CONSULTANT, which will be responsible for their performance.

3.9 In the execution of the Program, CONSULTANT and its consultants, if any, will at all times be considered independent contractors and not agents or employees of CITY.

3.10 CONSULTANT will perform or obtain or cause to be performed or obtained any and all of the following Additional Services, not included under the Basic Services, if so authorized, in writing, by CITY:

3.10.1 Providing services as an expert witness in connection with any public hearing or meeting, arbitration proceeding, or proceeding of a court of record;

3.10.2 Incurring travel and subsistence expenses for CONSULTANT and its staff beyond those normally required under the Basic Services;

3.10.3 Performing any other Additional Services that may be agreed upon by the parties subsequent to the execution of this Contract; and

3.10.4 Other Additional Services now or hereafter described in Exhibit "A" to this Contract.

3.11 CONSULTANT shall coordinate its services with other existing organizations providing similar services in order to foster community cooperation and to avoid unnecessary duplication of services.

3.12 CONSULTANT shall seek out and apply for other sources of revenue in support of its operation or services from county, state, federal and private sources. Unless deemed inappropriate by the program manager, CITY may support CONSULTANT in its search of grants, funding, or other income by serving as a sponsoring agency, by providing letters of support, or by rendering advice on application for grants.

3.13 CONSULTANT shall include an acknowledgment of CITY funding and support in all appropriate publicity or publications regarding its programs and services using words to the effect that "services are provided in cooperation with the City of Palo Alto" or "through City of Palo Alto funding" as approved by the program manager.

3.14 Throughout the term of this Contract, CONSULTANT shall remain an independent, nonprofit corporation under the laws of California governed solely by a Board of Directors, with up-to-date bylaws. CONSULTANT shall operate by its Bylaws. Any changes in

CONSULTANT's Articles of Incorporation, Bylaws, or tax-exempt status shall be reported by CONSULTANT immediately to the City's program manager.

3.15 The Board of Directors of CONSULTANT shall include representation from the broadest possible cross section of the community including: those with expertise and interest in CONSULTANT's services, representatives from community organizations, and users of CONSULTANT's services.

3.16 All meetings of the Board of Directors of CONSULTANT shall be open to the public, except meetings, or portions thereof, dealing with personnel or litigation matters or other matters required by law to be confidential.

3.17 CONSULTANT shall keep minutes of all regular and special meetings of its Board of Directors.

SECTION 4. DUTIES OF CITY

4.1 The City Manager will represent CITY for all purposes under this Contract. CITY's Manager of Human Services within the City's Community Services Department is designated as the Program Manager for the City Manager. The Program Manager will supervise the performance, progress, and execution of the Program, and will be assisted by the Management Assistant for the Office of Human Services. The Program Manager and/or Management Assistant of the Office of Human Services may conduct site visits of CONSULTANT's facility(s) during the Contract term.

4.2 In the event CITY should determine from any identifiable source, including but not limited to reports submitted by CONSULTANT under this Contract or any evaluation report from any identifiable source, that there is a condition which requires correction, CITY may forward to CONSULTANT requests for corrective action. Such requests shall indicate the nature of the issue or issues which are to be reviewed to determine the need for corrective action and may include a recommendation as to appropriate corrective action. Within thirty (30) days of CITY's request, CONSULTANT shall submit its response, which shall include its views of the problem and proposed action, if any. Upon request of either party, the parties shall meet to discuss any such request and response within the thirty-day period specified.

SECTION 5. COMPENSATION

5.1 In consideration of the full performance of this Contract, CITY will compensate CONSULTANT in the amount not-to-exceed _____ as follows, all subject to the provisions of 17.12 of this Contract:

5.1.1 In consideration of the full performance of the Basic Services in Exhibit "A" to this Contract, including any authorized reimbursable expense, CITY will pay CONSULTANT a fee not to exceed _____ for the City's Fiscal Year "FY" _____ subject to Section 17.12 of this Contract.

5.1.2 Reserved.

5.1.3 On the billing form provided by CITY, CONSULTANT shall submit a bill on a biannual basis by the fifteenth (15th) day of the following month for services provided under this Contract during the preceding three months. The bill shall specify actual expenditures along with verification documentation directly related to this Contract, in accordance with Exhibit "B". The fees of CONSULTANT's subconsultants, who have direct contractual relationships with CONSULTANT, must be approved, in advance, by CITY. CITY reserves the right to refuse payment of such fees, if such prior approval is not obtained by CONSULTANT. In accordance with Exhibit "A," Scope of Program Activities, the semi-annual report shall specify the CONSULTANT's measurement plan for evaluating the degree that the program goals and objectives have been met.

5.1.4 The full payment of charges for extra work or changes, or both, in the execution of the Program will be made, provided such request for payment is initiated by CONSULTANT and authorized, in writing, by CITY's Program Manager. Payment will be made within thirty (30) days of submission by CONSULTANT of a statement of itemized costs covering such work or changes, or both. Prior to commencing such extra work or changes, or both, the parties will agree upon an estimated maximum cost for such extra work or changes. CONSULTANT will not be paid for extra work or changes, including, without limitation, any design work or change order preparation, which is made necessary on account of CONSULTANT's errors, omissions, or oversights.

5.1.5 Direct personnel expense of employees assigned to the execution of the Program by CONSULTANT will include only the work and other documents pertaining to the Program, and in services rendered during the Program to the extent such services are expressly contemplated under this Contract. Included in the cost of direct personnel expense of these employees are salaries and mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

5.2 The schedule of payments will be made as follows:

5.2.1 Payment of the Basic Services will be made in biannual progress payments in proportion to the quantum of services performed, or in accordance with any other schedule of payment mutually agreed upon by the Parties, as set forth in Exhibit "B", or within thirty (30) days of submission. If CONSULTANT requests greater than 50% of contracted funding in one reimbursement, pre-approval from CITY must be obtained along with verification documents. Final payment will be made by CITY after CONSULTANT has submitted all deliverables, including, without limitation, reports which have been approved by the CITY's Program Manager.

5.2.2 No deductions will be made from CONSULTANT's compensation on account of penalties, liquidated damages, or other sums withheld by CITY from payments to general contractors.

SECTION 6. PROGRAM RECORDS

6.1 Upon reasonable notice, CONSULTANT shall grant CITY's program manager access to all CONSULTANT records, data, statements, and reports, which pertain to this Program. CONSULTANT shall secure all necessary client and/or personnel release of information forms to allow the program manager and others specifically designated, in writing by the program manager to be afforded such access. Access to clinical records will be coordinated with the client, the client's representative and the CONSULTANT upon reasonable request from the program

manager. CONSULTANT is not required to provide information, the disclosure of which is expressly prohibited by California or Federal laws.

SECTION 7. ACCOUNTING, AUDITS, OWNERSHIP OF RECORDS

7.1 CONSULTANT shall appoint a fiscal agent who shall be responsible for the financial and accounting activities of CONSULTANT, including the receipt and disbursement of CONSULTANT funds.

7.2. CONSULTANT shall appoint from its Board a treasurer who shall review Financial Statements of CONSULTANT on a regular basis.

7.3 Records of the direct personnel expenses and expenses incurred in connection with the performance of Basic Services and Additional Services pertaining to the Program will be prepared, maintained, and retained by CONSULTANT in accordance with generally accepted accounting principles and will be made available to CITY for auditing purposes at mutually convenient times during the term of this Contract and for three (3) years following the expiration or earlier termination of this Contract.

7.4 CONSULTANT shall provide for independent audit of its fiscal year transactions, records, and financial reports at least every two (2) years. The certified public accountant shall submit the report to both parties. The cost of this audit shall be borne by CONSULTANT.

7.5 The originals of the deliverables prepared by or under the direction of CONSULTANT in the performance of this Contract will become the property of CITY irrespective of whether the Program is completed upon CITY's payment of the amounts required to be paid to CONSULTANT. These originals will be delivered to CITY without additional compensation. CITY will have the right to utilize any final and incomplete drawings, estimates, specifications, and any other documents prepared hereunder by CONSULTANT, but CONSULTANT disclaims any responsibility or liability for any alterations or modifications of such documents.

SECTION 8. INDEMNITY

8.1 To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney's fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Contract, regardless of whether or not it is caused in part by an Indemnified Party.

SECTION 9. WAIVERS

9.1 No waiver of a condition or nonperformance of an obligation under this Contract is effective unless it is in writing in accordance with Section 17.6 of this Contract. No delay or failure to require performance of any provision of this Contract shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific

instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

9.2 No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Contract.

SECTION 10. INSURANCE

10.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Contract, the insurance coverage described in Exhibit C, entitled "INSURANCE REQUIREMENTS". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

10.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Contract will obtain and maintain, in full force and effect during the term of this Contract, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

10.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Contract. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Contract.

10.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Contract. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Contract, including such damage, injury, or loss arising after the Contract is terminated or the term has expired.

SECTION 11. WORKERS' COMPENSATION

11.1 CONSULTANT, by executing this Contract, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing the performance of the Program.

SECTION 12. TERMINATION OR SUSPENSION OF CONTRACT OR PROGRAM

12.1 The City Manager may suspend the execution of the Program, in whole or in part, or terminate this Contract, with or without cause, by giving thirty (30) days prior written notice thereof to CONSULTANT, or immediately after submission to CITY by CONSULTANT of any completed item of Basic Services. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance under this Contract.

12.2 CONSULTANT may terminate this Contract or suspend its execution of the Program by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY or in the event CITY indefinitely withholds or withdraws its request for the initiation or continuation of Basic Services or the execution of the Program.

12.3 Upon such suspension or termination by CITY, CONSULTANT will be compensated for the Basic Services and Additional Services performed and deliverables received and approved prior to receipt of written notice from CITY of such suspension or abandonment, together with authorized additional and reimbursable expenses then due. If the Program is resumed after it has been suspended for more than 180 days, any change in CONSULTANT's compensation will be subject to renegotiation and, if necessary, approval of CITY's City Council. If this Contract is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY, as such determination may be made by the City Manager in the reasonable exercise of his discretion.

12.4 In the event of termination of this Contract or suspension of work on the Program by CITY where CONSULTANT is not in default, CONSULTANT will receive compensation as follows:

12.4.1 For approved items of services, CONSULTANT will be compensated for each item of service fully performed in the amounts authorized under this Contract.

12.4.2 For approved items of services on which a notice to proceed is issued by CITY, but which are not fully performed, CONSULTANT will be compensated for each item of service in an amount which bears the same ratio to the total fee otherwise payable for the performance of the service as the quantum of service actually rendered bears to the services necessary for the full performance of that item of service.

12.4.3 The total compensation payable under the preceding paragraphs of this Section will not exceed the payment specified under Section 5 for the respective items of service to be furnished by CONSULTANT.

12.5 Upon such suspension or termination, CONSULTANT will deliver to the City Manager immediately any and all copies of the deliverables, whether or not completed, prepared by CONSULTANT or its consultants, if any, or given to CONSULTANT or its consultants, if any, in connection with this Contract. Such materials will become the property of CITY.

12.6 The failure of CITY to agree with CONSULTANT's independent findings, conclusions, or recommendations, if the same are called for under this Contract, on the basis of differences in matters of judgment, will not be construed as a failure on the part of CONSULTANT to fulfill its obligations under this Contract.

SECTION 13. ASSIGNMENT

13.1 This Contract is for the services of CONSULTANT, therefore, CONSULTANT will not assign, transfer, convey, or otherwise dispose of this Contract or any right, title or interest in or to the same or any part thereof without the prior written consent of CITY. A consent to one assignment will not be deemed to be a consent to any subsequent assignment. Any assignment made without the approval of CITY will be void and, at the option of the City Manager, this Contract may be terminated. This Contract will not be assignable by operation of law.

SECTION 14. NOTICES

14.1 All notices hereunder will be given, in writing, and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
 City of Palo Alto
 Post Office Box 10250
 Palo Alto, CA 94303

Copy to: Office of Human Services Manager
 City of Palo Alto
 4000 Middlefield Road, T-2
 Palo Alto, CA 94303

To CONSULTANT:

SECTION 15. CONFLICT OF INTEREST

15.1 In accepting this Contract, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

15.2 CONSULTANT further covenants that, in the performance of this Contract, it will not employ contractors or persons having such an interest mentioned above. CONSULTANT certifies that no one who has or will have any financial interest under this Contract is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

SECTION 16. NONDISCRIMINATION

16.1 As set forth in Palo Alto Municipal Code Section 2.30.510, as amended from time to time, CONSULTANT certifies that in the performance of this Contract, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to

nondiscrimination in employment.

16.2 CONSULTANT agrees that each contract for services from independent providers fulfilling obligations under this Contract will contain a provision substantially as follows:

Independent provider will provide : with a certificate stating that Independent provider is currently in compliance with all Federal and State of California laws covering nondiscrimination in employment; and that it will not discriminate in the employment of any person under this contract because of the age, race, skin color, national origin, ancestry, religion, disability, sexual orientation, gender or gender identity , housing status, marital status, familial status, weight, height or gender of such person.

16.3 If CONSULTANT is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of Federal law or executive order in the performance of this Contract, it will be in default of this Contract. Thereupon, CITY will have the power to cancel or suspend this Contract, in whole or in part, or to deduct the sum of twenty-five dollars (\$25) for each person for each calendar day during which such person was subjected to discrimination, as damages for breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer will constitute evidence of a breach of this Contract.

16.4 CONSULTANT understands and agrees that pursuant to the Americans Disabilities Act (“ADA”), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor or subcontractor, are required to be accessible to the disabled public. CONSULTANT will provide the Services specified in this Contract in a manner that complies with the ADA and any other applicable federal, state and local disability rights laws and regulations, as amended from time to time. CONSULTANT will not discriminate against persons with disabilities in the provision of services, benefits or activities provided under this Contract.

SECTION 17. MISCELLANEOUS PROVISIONS

17.1 (Reserved).

17.2 (Reserved).

17.3 This Contract will be governed by California law, without regard to its conflict of law provisions.

17.4 In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state Superior Court for the County of Santa Clara or in the United States District Court for the Northern District of California.

17.5 The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract may recover its reasonable costs and attorneys’ fees expended in connection with that action.

17.6 This document represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

17.7 All provisions of this Contract, whether covenants or conditions, will be deemed to be both covenants and conditions.

17.8 The covenants, terms, conditions and provisions of this Contract will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants, as the case may be, of the parties.

17.9 If a court of competent jurisdiction finds or rules that any provision of this Contract or any amendment thereto is void or unenforceable, the unaffected provisions of this Contract and any amendments thereto will remain in full force and effect.

17.10 All exhibits referred to in this Contract and any addenda, appendices, attachments, and schedules which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and will be deemed to be a part of this Contract.

17.11 This Contract may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

17.12 This Contract is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Contract will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section 17.12 will take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.

CONTRACT NO. SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Contract on the date first above written.

CITY OF PALO ALTO:

City Manager
Date:

By: _____
Consultant

APPROVED:

Department Director

APPROVED AS TO CONTENT:

Contract Manager

APPROVED AS TO FORM:

City Attorney

Attachments:

EXHIBIT "A":	SCOPE OF PROGRAM SERVICES
EXHIBIT "B":	CONTRACT BUDGET
EXHIBIT "C":	INSURANCE REQUIREMENTS
EXHIBIT "D":	PROGRAM POSITIONS/SALARIES

EXHIBIT A
SCOPE OF SERVICES

CONSULTANT shall provide the Services detailed in this Exhibit A, entitled “SCOPE OF SERVICES”.

Exhibit B :	
Name of Organization :	
Program Name :	
CONTRACT BUDGET	
Program(s) Expenses	Total Contract Budget for FY:
Salaries	
Program Operating Expenses	
Insurance	
Audit	
Rent	
Utilities	
Phone	
Postage	
Office Supplies	
Travel/Mileage	
Staff Development/Training	
Computer Hardware/Software	
Equipment	
Maintenance/Repair	
Books/Publications	
Printing/Publishing	
Capital Expenses	
Recruitment	
Other (specify)	
TOTAL	\$

**EXHIBIT C
INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY	\$1,000,000	\$1,000,000
		INJURY	\$1,000,000	\$1,000,000
		PROPERTY	\$1,000,000	\$1,000,000
		DAMAGE BODILY INJURY & PROPERTY DAMAGE COMBINED.		
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH	\$1,000,000	\$1,000,000
		OCCURRENC	\$1,000,000	\$1,000,000
		E PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED'S CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

II. CONTRACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL:
<https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONTRACTOR SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONTRACTOR SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

Vendors are required to file their evidence of insurance and any other related notices with the City of Palo Alto at the following URL:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>

OR

http://www.cityofpaloalto.org/gov/depts/asd/planet_bids_how_to.asp

EXHIBIT D
PROGRAM POSITIONS/SALARIES

Program or Administrative Position	Salaries (per fiscal year)
Position #1	\$
Position #2	\$
Position #3	\$
Position #4	\$
TOTAL	\$

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.