PURCHASED SERVICES AGREEMENT

City of Arlington, Washington

Use this form for routine, continuing operational services. Do not use it for public works, architectural/engineering services, or other professional/personal services without procurement/contract review.

Project / Service Name	
Project / Contract No.	
Contractor Legal Name	
City Department	
City Contract Administrator	
Procurement Method	☐ Informal quotes ☐ ITB ☐ RFP/RFQ ☐ Cooperative contract ☐ Sole source ☐ Emergency ☐ Other: [Insert]
Initial Term	[Start date] through [End date]
Maximum Contract Obligation	$_____, including all amendments, renewals, taxes, and reimbursables unless expressly excluded.

1. Scope of Services

The City of Arlington, a Washington municipal corporation ("City"), and [Contractor legal name] ("Contractor") enter into this Purchased Services Agreement ("Agreement") for the routine, continuing, and necessary operational services described in Exhibit A.

The City has classified this procurement as a purchased services contract. This Agreement is not intended for public works, architectural/engineering services, or professional/personal consulting services unless the City has made a written determination and attached the applicable supplemental requirements. The procurement record, including the solicitation or selection documentation, is maintained in the City contract file.

Contractor shall furnish all labor, supervision, materials, equipment, tools, transportation, permits, and incidentals necessary to perform the Services, except for items expressly identified as City-furnished in Exhibit A. Contractor shall perform the Services in accordance with this Agreement, Exhibit A, applicable law, and the service levels and acceptance requirements stated in Exhibit A.

2. Term

The initial term begins on [start date] and ends on [end date], unless earlier terminated under this Agreement. The Agreement may be renewed only by a written amendment signed by both parties before expiration. The City may renew the Agreement for up to [number] additional [one-year] term(s), subject to satisfactory performance, continuing City need, available appropriations, and required City approvals.

The total amount payable under this Agreement, including all renewals, amendments, taxes, reimbursable expenses, and authorized change orders, shall not exceed the Maximum Contract Obligation stated on the cover page unless increased by a written amendment executed by the City before the additional work is performed.

3. Communications

The City Contract Administrator identified on the cover page is authorized to administer this Agreement, inspect performance, approve invoices, issue routine operational direction within the agreed scope, and identify deficiencies. The Contract Administrator may not change the scope, term, compensation, or other material terms except through a written amendment signed by authorized representatives of both parties.

Contractor shall designate a qualified contract manager with authority to receive notices and respond to operational issues. Contractor shall communicate with City personnel only as reasonably necessary to perform the Services and in accordance with City direction.

4. Standard of Care

Contractor shall exercise the degree of skill and diligence normally employed by the Contractor engaged in the same profession and performing the same or similar services at the time such services are performed. Contractor will be responsible for the technical accuracy of its services and documents resulting therefrom, and the City shall not be responsible for discovering deficiencies therein. The Contractor agrees to correct any deficiencies discovered without additional compensation, except to the extent such deficiencies are directly attributable to deficiencies or omissions in City-furnished information

5. Compensation and Method of Payment

The City shall compensate Contractor only as set forth in Exhibit B. Exhibit B must state the authorized pricing method, rates or unit prices, applicable taxes, reimbursable expense rules, and not-to-exceed amount. No payment is due for Services outside the approved scope or in excess of the Maximum Contract Obligation unless authorized by written amendment.

Each invoice must identify, at a minimum: contract number; invoice period; service location or asset; work order or service-ticket number, if applicable; dates of service; quantities; unit prices or hours; approved reimbursables; taxes; and the amount due. Contractor shall provide supporting documentation required by Exhibit A or B.

The City will pay undisputed amounts within thirty (30) days after receipt and approval of a complete invoice. The City may withhold the disputed portion of an invoice while paying undisputed amounts. Reimbursable expenses are not payable unless specifically listed in Exhibit B and preauthorized in writing by the City. No markup is allowed on reimbursable expenses unless expressly stated in Exhibit B.

6. Changes or Amendments

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

7. Public Works and Prevailing Wage Determination

The City has made the following determination for this Agreement:

☐ The Services are not public work and are not subject to prevailing wage requirements.
or

☐ The Services are purchased services that include work subject to prevailing wage requirements. Contractor shall comply with Exhibit C — Prevailing Wage Requirements.

Contractor shall promptly notify the City before performing work that materially changes the scope, location, method, or character of the Services in a manner that may affect this determination. Contractor shall not perform the changed work without written City direction.

8. Independent Contractor and Access

The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the Contractor. The Contractor shall not be deemed to be an employee, agent, servant or representative of the City for any purpose, and the Contractor is not entitled to any of the benefits the

City provides for its employees. The Contractor will be solely and entirely responsible for his/her acts during the performance of this Agreement.

When Services are performed at City facilities or involve City keys, access cards, systems, equipment, or sensitive locations, Contractor shall ensure that its personnel comply with City site rules, safety requirements, identification/badging requirements, and access-control procedures. Upon City request for reasonable operational or safety concerns, Contractor shall remove an individual from City work and provide a qualified replacement.

9. Subcontracting and Assignment

The Contractor shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.

Contractor remains fully responsible for all acts, omissions, compliance obligations, service levels, wages, insurance, and performance of its subcontractors. Any approved subcontract must include obligations consistent with this Agreement, including nondiscrimination, confidentiality, records retention, public-records cooperation, insurance, and, if applicable, prevailing wage requirements.

10. Hold Harmless and Indemnification

10.1 The Contractor shall, at its sole expense, defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, actions, suits, liability, loss, or costs including attorney fees, caused by the wrongful or negligent acts, errors or omissions of the Contractor or the Contractor's agents, employees or subcontractors in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City or the City's agents or employees.

10.2 The Contractor's duty to indemnify and hold the City harmless against liability for damages arising out of or caused by the concurrent negligence of City or City's employees or agents and Contractor or the Contractor's employees or agents shall apply only to the extent of the negligence or wrongdoing of Contractor and the Contractor's employees or agents.

10.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The Contractor certifies, by signing this Agreement, that this indemnification provision was mutually negotiated. The provisions of this section shall survive the expiration or termination of this Agreement.

10.4 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

11. Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

11.1 Insurance Term. The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of this Agreement and for thirty (30) days after the completion date, unless otherwise indicated herein.

11.2 No Limitation. The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance or otherwise limit the City recourse to any remedy available at law or in equity.

11.3 Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

11.3.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

11.3.2 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

11.3.3 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

11.3.4 Professional Liability insurance appropriate to the Contractor's profession, if applicable.

11.4 Minimum Amounts of Insurance. The Contractor shall maintain the following insurance limits:

11.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

11.4.2 Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

11.4.3 If applicable, Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit.

11.5 Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

11.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

11.7 Verification of Coverage. The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

11.8 Subcontractors' Insurance. The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor -provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and

every subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

11.9 Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

11.10 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

11.11 City Full Availability of Professional Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidence limits of liability lower than those maintained by the Contractor.

12. Ownership of Assets

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Contractor pursuant to this Agreement.

13. Compliance with Laws and Regulations

Contractor agrees to comply with all other applicable federal laws and regulations governing the provision of professional services on federally funded projects, including but not limited to the Federal Acquisition Regulation (FAR), 48 CFR , Competition in Contracting Act (CICA), Brooks Act, Federal Acquisition Streamlining Act (FASA), Service Contract Act (SCA), Anti-Kickback Act, False Claims Act (FCA), and any agency-specific regulations applicable to the project. The Contractor further agrees to adhere to ethical standards and guidelines set forth by the contracting agency and to refrain from engaging in any conduct that would violate federal law or compromise the integrity of the procurement process. The Contractor acknowledges that failure to comply with these requirements may result in termination of the contract and/or other remedies available to the contracting agency, including but not limited to suspension or debarment from future government contracts.

14. Nondiscrimination

14.1 The City is an equal opportunity employer.

14.2 Nondiscrimination Requirement. During the term of this Contract, the Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

14.3 Obligation to Cooperate. The Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that SERVICE PROVIDER, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

14.4 Default. Notwithstanding any provision to the contrary, Agency may suspend the Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Agency receives notification that the Contractor, including any subcontractor, is cooperating with the state investigating agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Agency may terminate this

Contract in whole or in part, and the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

14.5 Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor ,subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Agency shall have the right to deduct from any monies due to the Contractor or subcontractor, or that thereafter become due, an amount for damages the Contractor or subcontractor will owe Agency for default under this provision.

14.6 If any assignment and/or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

15. Ownership and Maintenance of Records

Contractor shall maintain complete, accurate, and sufficiently detailed books, records, service tickets, inspection logs, reports, and other documents relating to performance and payment under this Agreement for at least six (6) years after expiration or termination, or longer if required by law. The City, State Auditor, and other officials authorized by law may inspect, copy, and audit such records at reasonable times.

Contractor acknowledges that records relating to this Agreement may be subject to disclosure under the Washington Public Records Act, chapter 42.56 RCW. Contractor shall promptly provide records requested by the City and shall not withhold records solely because Contractor considers them confidential. Contractor may identify records it believes are exempt, but the City will make the final disclosure determination unless otherwise required by law.

All City-furnished property remains City property. Unless Exhibit A provides otherwise, the City owns service records, reports, inspection logs, photographs, data, and other deliverables specifically created for the City under this Agreement. Contractor retains ownership of its pre-existing materials, tools, methods, and templates, subject to the City's right to use incorporated materials as necessary to use the deliverables.

16. Confidential Information and City Data [Use When Applicable]

This section applies only if Contractor will access, receive, store, transmit, or create City Data or Confidential Information. "City Data" means data provided by or on behalf of the City, including resident, customer, utility, payment, employee, security, and system information.

Contractor shall use City Data only to perform this Agreement and shall protect City Data using reasonable administrative, technical, and physical safeguards appropriate to the nature of the data and Services. Contractor shall notify the City within [24/48] hours after discovering any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, loss, or destruction of City Data. Contractor shall cooperate with the City in investigation, containment, remediation, notification, and records-production obligations.

Upon expiration or termination, Contractor shall return or securely destroy City Data at the City's direction, except to the extent retention is required by law. Contractor shall ensure that approved subcontractors with access to City Data are bound by equivalent obligations.

17. Federal Funding Requirements [Use When Applicable]

If the City identifies this Agreement as federally funded, Contractor shall comply with the federal requirements specifically identified in Exhibit D. In the absence of Exhibit D, this Agreement does not impose federal contracting requirements beyond laws otherwise applicable to Contractor's performance.

18. Termination

The City may terminate this Agreement, in whole or in part, for convenience upon at least [five (5)] calendar days' written notice to Contractor. The City may terminate for cause if Contractor materially breaches this Agreement and fails to cure within [five (5)] calendar days after written notice, or within another reasonable cure period stated in the notice. The City may suspend Services when reasonably necessary to protect public health, safety, property, funding, or operations.

If the Contractor fails to perform in the manner called for in this Agreement, or if the Contractor fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the City may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Contractor, setting forth the manner in which the Contractor is in default. The Contractor will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. Notices

Notices, other than applications for payment, shall be given in writing to the persons named below:

CITY: City of Arlington Attention:
Address:
Email:

CONTRACTOR:
Attention:
Address:
Email:

20. Attorney's Fees and Costs

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding

21. Waiver

No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this Agreement. No waiver in one instance shall be held to be a waiver of any other subsequent breach or nonperformance. Failure of either party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

22. Jurisdiction and Venue

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Snohomish County, Washington.

23. Severability

23.1 If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

23.2 If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

24. Entire Agreement

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

SIGNATURES

The parties execute this Agreement as of the latest date written below.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY OF ARLINGTON:	CONTRACTOR:
_____	_____
City Authorized Representative	*Authorized Representative*
_____	_____
(Print)	*(Print)*
_____	_____
(Title)	*(Title)*

EXHIBIT A — SCOPE, SERVICE LEVELS, AND PERFORMANCE MEASURES

Complete this exhibit for each purchased services contract. Attach additional pages if needed.

Service Locations / Assets	
Services and Tasks	[Describe each recurring or on-call service; identify exclusions]
Service Frequency / Schedule	[Daily/weekly/monthly/seasonal/on-call; hours; holiday coverage]
Response and Completion Times	[Routine: __; urgent: __; emergency: __]
Contractor Equipment / Materials	[List included items and standards]
City-Furnished Items / Responsibilities	[Access, utilities, keys, permits, equipment, notice]
Reports and Documentation	[Service tickets, logs, photos, reports, manifests, inspection forms]

EXHIBIT B — COMPENSATION AND INVOICE REQUIREMENTS

Pricing Method	☐ Fixed monthly fee ☐ Unit price ☐ Hourly rates ☐ Fixed sum ☐ Other: [Insert]
Rate / Unit Price Schedule	[Attach table with labor classifications, hourly rates, unit prices, monthly fees, taxes]
Not-to-Exceed Amount	$[Insert]
Reimbursable Expenses	☐ None ☐ Authorized only as follows: [describe; include documentation and markup rules]
Invoice Frequency	☐ Monthly ☐ Other: [Insert]
Required Invoice Backup	[Work orders, service tickets, quantity records, receipts, reports, etc.]

EXHIBIT C — PREVAILING WAGE REQUIREMENTS [IF APPLICABLE]

Attach the City's current prevailing-wage requirements, applicable Department of Labor & Industries wage-rate information, required Intent/Affidavit forms, subcontractor requirements, and final-payment conditions. This exhibit applies only when the City has selected the applicable determination in Section 7.

EXHIBIT D — FEDERAL FUNDING REQUIREMENTS [IF APPLICABLE]

Attach only the federal clauses, certifications, wage requirements, debarment requirements, reporting requirements, and flow-down provisions identified by the applicable funding source or grant administrator

NON-COLLUSION DECLARATION

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, free gift, commission or thing of value on account of such sale.

I HEREBY DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

Dated this _____day of _____, 202__, at _____, WA

_____

(Name of Organization)

_____

(Name and Title of Person Signing)

_____

(Signature)

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

_____, certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this bid.

The bidder certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

_____

Company Name

_____ _____

Authorized Official Signature *Title of Authorized Official*

_____ _____

Typewritten Name *Date*

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Goto *www.i,s.gov/FormW9* for instructions and the latest information.

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC D C Corporation D S Corporation D Partnership D TrusVestate

☐ Limited liability company. Enter the tax classification (C□C corporation, s□s corporation, P□Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3);

Exempt payee code Qf any)

Exemption from FATCA reporting code (if any)

(App/if,s to accounts maintarroo outside tte US)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup w1thhold1ng. For 1nd1v1duals, this Is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get* a *TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ] - [ ] -

or

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 arn subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified rne that I arn no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form Qf any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here **Signature of U.S. person** ► **Date** ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

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

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

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

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