

CONTRACT FOR JANITORIAL SERVICES

This Contract is made and entered into this day of July, 2017, by and between the County of Siskiyou, a political subdivision of the State of California, hereinafter referred to as "County," and The Machine Cleaning Service, LLC, an independent contractor, hereinafter referred to as "Contractor".

1. **Purpose of Contract:** The purpose of this Contract is to state the terms and conditions under which Contractor will provide janitorial and cleaning maintenance services for County facilities located at: 311 Fourth Street, 322 ½ W. Center Street and 305 Butte Street, all located in Yreka, California.

2. **Services to be Performed:** Contractor agrees to perform in a workmanlike manner and at the times indicated, those janitorial and cleaning maintenance services as set forth in Exhibit "A", which is attached hereto and hereby incorporated by reference.

3. **Materials and Supplies:** Contractor shall furnish all materials and equipment necessary to perform the services required by this Contract as listed in Exhibit "A".

4. **Compensation:** County shall pay Contractor at rate of Five Thousand Seven Hundred Dollars (\$5,700) per month, the not-to exceed annually of Sixty-Eight Thousand Four Hundred Dollars (\$68,400.00) for the services herein agreed to be performed. This compensation shall be made by an automatic payment through the Auditor's office unless otherwise agreed to by both parties.

5. **Term of Contract:** This Contract shall commence on July 1, 2017, and shall terminate on June 30, 2018, unless terminated earlier as provided herein.

6. **Termination on Occurrence of Stated Events:** This contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

6a. **Termination by County for Default of Contractor:** Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

6b. **Termination for Convenience of County:** County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

6c. **Termination of Funding:** County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

7. **Maintenance:** Contractor shall notify County immediately of any maintenance problem it becomes aware of, but which is not included in this Contract, such as electrical or plumbing problems, roof leaks, broken windows or locks, vandalism and so forth.

8. **Provisions for Unsatisfactory Service:** For the benefit of the County and Contractor, Exhibit "B" has been attached identifying a County employee and providing the means by which this employee can confirm that services as set forth in this Contract are being adequately performed by the Contractor. The Contractor shall provide the designated County employee with Exhibit "B" or some other document designated by County on a monthly, quarterly or annual basis, as directed by County. The designated County employee shall initial the form to indicate that services were satisfactory or indicate any problems with service. The form shall then be forwarded to the Department Head for review. Should the Contractor fail to perform services at any time as set forth in this Contract, the Department Head shall contact the Contractor in an effort to resolve any issues and facilitate the performance of services as set forth in this Contract. If, after contact is made, the services are still unsatisfactory in the opinion of County, County shall have the option to bring in janitorial services to perform the janitorial needs as set forth herein and deduct the cost of such services from the monthly rate established in this Contract.

9. **Compliance with Applicable Statutes, Ordinances and Regulations:** In performing the services required, Contractor shall comply with all applicable Federal, State, County and City Statutes, Ordinances and Regulations.

10. **Indemnification:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those claims resulting solely from the negligence or willful misconduct of County.

Contractor shall also defend, indemnify, and hold harmless the County, its officers, agents and employees, from and against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

11. **Insurance:** Contractor shall obtain and maintain for the entire term of this Contract comprehensive general public liability and property damage insurance in an amount acceptable to County. Where the services to be provided under this contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in an amount acceptable to County. Said policies shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. Contractor shall be insured against liability for workers' compensation unless Contractor has no employees and such insurance is not required by state law.

All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. Contractor shall furnish evidence of insurance prior to commencing work under this Contract. The certificate shall provide for ten (10) day advance notice to County of any termination or reduction in coverage.

12. **Employment Status:** Contractor shall, during the entire term of this Contract, be construed as an independent contractor, and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided, always however, that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Contractor understands and agrees that his personnel are not, and will not be, eligible for membership in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

In the event Contractor is subsequently determined to be an employee of County by the Internal Revenue Service, Contractor waives any right to recover employee benefits for the period during which County considered Contractor to be an independent contractor.

13. **Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding. Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

14. **Confidentiality:** Because of the nature of information potentially available or accessible to employees of Contractor, County reserves the right to either screen or reject actual or potential employees of Contractor, in County's sole discretion, when County has concerns regarding the ability of Contractor or its employees to maintain the integrity of certain confidential records or to have potential access to such records. If requested by County, Contractor shall provide a list of all employees who will or may be providing services under this Contract.

Contractor acknowledges that services may be performed on premises containing confidential, privileged, sensitive or proprietary documents or information. Contractor shall make all reasonable efforts to safeguard the premises while services are being performed and only employees of Contractor providing services are to be granted access to the premises. Contractor shall not knowingly read, review, copy, disturb or tamper with any information or documentation encountered while services are being performed and any information inadvertently obtained shall be kept confidential by Contractor. Contractor shall comply with all federal, state and local confidentiality laws and regulations.

15. **Non-Assignment of Contract:** Inasmuch as this Contract is intended to secure the specialized services of Contractor, no interest herein may be assigned, transferred, sold, or delegated without the County's prior written consent and any such assignment, transfer, or delegation without prior written County approval shall, in County's discretion, be considered null and void.

16. **Entire Agreement:** This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

17. **Covenant:** This Contract has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California.

18. **Severability:** If any provision in this Contract is held by any court to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Executed at Yreka, California, on the day and year first above written.

CONTRACTOR:

By: *Andrew Lopez*
Andrew Lopez
TAXPAYER I.D. 82-1164262

6/16/17
Date

COUNTY OF SISKIYOU

By: _____
Michael N. Kobseff, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: _____
Deputy

ACCOUNTING:
Fund 1001 Organization 107010 Account 714000 Activity Code (if applicable)

Encumbrance number (if applicable)

If not to exceed, include amount not to exceed: \$68,400.00

For multi-year contracts, please include separate sheet with financial information for each fiscal year.

Exhibit A

Property Locations: 311 Fourth Street, Yreka, CA; 322 ½ W. Center Street, Yreka, CA; and 305 Butte Street, Yreka, CA

Cleaning is to be performed after tenant work hours (any time after 4:30pm) Monday through Friday or on weekends, unless otherwise agreed upon by both parties.

Scope of Janitorial Services

County/Lessor Furnished Property

- a. Keys for access to work areas
- b. Toilet tissue (2-ply), paper towels, hand soap and toilet seat covers & air freshener
- c. All wastebasket liners (plastic) in all sizes required
- d. Non-skid floor wax and stripper compound
- e. Batteries
- f. Deodorant cakes and holders for all urinals and toilets (and/or flush tank type disinfectant/deodorizer)

Garbage dumpsters or containers will be located on premises. Removal of garbage from these dumpsters or containers will be the responsibility of the County. The County will provide power and water necessary to accomplish the work.

Janitorial Contractor Furnished Property

- a. Cleansers and Disinfectants (as agreed upon by the County)
- b. Vacuum cleaners
- c. Mop heads, handles and mop bucket with press; rags, dust rags & necessary hand tools
- d. Safety equipment as required.

Priority of Work

The County Representative may specify a particular priority of work, or may direct additional/reduced work during periods when the County or tenants are undergoing an emergency, i.e. fire or flood. The Janitor is expected to contact County, for extra/reduced compensation after these periods. The Janitor is expected to carry out the directions of the County representative as long as the amount of work is not excessive.

Work to be Performed Daily

- a. Empty and reline trash receptacles (both in and outside containers), and clean ashtrays (outside)

- b. Sweep floors and vacuum carpets, including: entryways, hallways, offices, stairs and elevator.
- c. Clean and disinfect all drinking fountains, handrails and elevator.
- d. Clean and disinfect all toilet fixtures, sinks and dispensers. Replenish toilet supplies as needed; fill hand soap and paper towel dispensers, toilet seat covers, waste receptacle liners and mirrors.
- e. Sweep, damp mop and disinfect all restroom floors.
- f. Spot clean glass at front and rear entrance doors, office entrance doors.
- g. Wipe down kitchen and coffee areas (including sinks, and out of microwaves as needed) and lunchroom tables.
- h. Clean and disinfect all public countertops.

Work to Perform Weekly

- a. Mop all hallway floors and stairways.
- b. Dust cabinets and windowsills.

Work to be Performed Monthly

- a. Wipe down and disinfect courtroom benches
- b. Remove carpet stains as needed
- c. Clean glass doors inside and out

Work to be Performed Every Six Months (Twice a Year)

- a. Scrub or strip and apply wax to entryways, hallways, stairs, stair landings and restroom floors in accordance with County specifications (supplied)

Work to be Performed Annually (Once a Year)

- a. Clean all interior windows
- b. Clean all vent louvers and grills throughout buildings
- c. Dust curtains and hanging blinds
- d. Dust all wall surfaces, exposed beams and track lights.
- e. Clean all carpets throughout all buildings

Work to be Performed as Required

- a. Janitorial sink rooms should be clean and orderly
- b. Strip and apply wax in basement hallway

Janitor Employee Standards and Conduct

The County may, in writing, require contractor to remove from the work area any employees the County deems incompetent, careless or otherwise objectionable, or for theft, possession and/or removal of materials, supplies, equipment or any County-owned property.

The Janitor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his/her employees as may be necessary.

The Janitor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official County use.

All employees must be 18 years of age or older.

Animals are not permitted on the premises.

Security

All Janitors working in the said facilities under this agreement will be required to pass a mandatory background clearance conducted through the Department of Justice, which requires fingerprinting. It will be the responsibility of the contractor to pay the costs associated with obtaining the background check for their employees.

Only employees that have been cleared through the Department of Justice are allowed on the premises during their work hours. No visitors, including children, will be permitted at the worksites during the employee's work hours.

The Janitor shall be required to ensure that all outside and applicable inside doors are locked and all exterior windows are closed and locked both during work and upon departure. The County will issue keys to the selected company for access to perform the work necessary. Keys shall be accounted for at all times by the Janitor and reported immediately if lost, misused or destroyed. The loss of such keys may require reimbursement for rekeying costs, if required for security purposes.

All keys to the facilities covered under this contract will remain in a pre-selected location within the facility when janitorial services are not being performed.

Inspection

Observations made by County employees and Courts staff may serve as the basis for directed corrections, any correction of unacceptable work will be directed in writing.

The Janitor may assume that his/her work is found acceptable unless he/she are informed to the contrary by the County.

Reasons for finding work unacceptable may include, but are not limited to the following:

- a. Visible dirt/marks left on walls, ceilings, floors or windows after performance of scheduled work
- b. Failure to empty wastebaskets
- c. Visible wax build up or scuffmarks after floor is stripped and rewaxed
- d. Trash or debris on any interior or exterior surfaces or any other litter left
- e. Nonappearance of Janitor to perform scheduled work
- f. Failure to stock restrooms
- g. Noncompliance with Standards and Conduct.

SCOPE OF JANITORIAL SERVICES
FOR
PUBLIC DEFENDER'S OFFICE

322 1/2 W. Center St. Yrckka

The Public Defender's Office will provide the following:

- *Toilet Paper
- *Paper Towels
- *Hand Soap
- *Trash bags

The Janitorial Service will provide the following:

- *Cleansers and disinfectants (not Pinesol)
- *Vacuum
- *Mop and bucket
- *Other cleaning supplies needed such as cleaning rags, cleaning brushes and dust rags

Work to be performed daily:

- * Empty and reline trash cans
- *Sweep floors and stairs
- *Vacuum carpets
- *Clean and disinfect all toilet fixtures, sinks, mirrors and dispensers
- *Replace any bathroom supplies as needed

Work to be performed weekly:

- *Mop kitchen and bathroom floors
- *Dust
- *Clean lobby window and counter
- *Clean stairs
- *Clean bathroom in "basement" location
- *Vacuum "basement" location

Work to be performed every three months:

- *Dust thoroughly

Work to be performed one a year:

- *Steam clean carpet
- *Strip and wax kitchen and bathroom floors ~~⊗~~ NO WAX FLOOR

Exhibit B

Scott Waite

Director of Public Works

1312 Fairlane Road

Yreka, California 96097



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

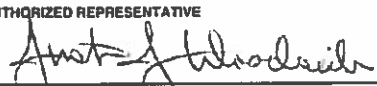
PRODUCER	Focus1 Insurance Group, Inc 720 E Jackson St Medford, OR 97504 License #: 100171325	CONTACT NAME: JUSTIN WOODSIDE	PHONE (A/C No, Ext): 541-772-3120	FAX (A/C, No): 541-772-7900
		E-MAIL ADDRESS: justin@focus1ins.com		
INSURED	THE MACHINE CLEANING SERVICE LLC 413 W MINER ST, APT C YREKA, CA 96097	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Liberty Mutual Insurance	24082	
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES CERTIFICATE NUMBER: 00000000-82369 REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BLS56682062	05/05/2017	05/05/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (JJW)

Request for Taxpayer Identification Number and Certification

**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.
ANDREW WIKE

2 Business name/disregarded entity name, if different from above
THE MACHINE CLEANING SERVICE LLC

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
413 W MINER ST APT C

6 City, state, and ZIP code
YREKA, CA , 96097-2838

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
-				-					
OR									
Employer identification number									
8	2								
-				-					

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Andrew Wike* Date ▶ *4/12/2017*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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?* on page 2.

By signing the filled-out form, you:

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