

09/25/09

**STATEMENT OF WORK
REGIONAL RADIATION DETECTION AND ALERT SYSTEM
PROGRAM SUPPORT**

1.0 SUMMARY

The District of Columbia Department of Fire and Emergency Medical Services (Fire and EMS) engages a Contractor to provide strategic planning and program management support for the National Capital Region (NCR) Radiation Detection and Alert System.

2.0 BACKGROUND AND PURPOSE

The NCR has committed resources to develop an area wide offensive radiological detection network that establishes the policies and procedures for the detection of radiological/nuclear material and provides the methods for instantaneous distribution of detection alerts to NCR jurisdictions. Successful implementation of such a system will require a regional coordination regarding the technologies and tactics used to conduct threat detection, identification, interdiction, and mitigation and an operational design that integrates detection devices with analytical software while leveraging previous District and NCR information technology investments.

This program is funded under a 2007 Urban Area Security Initiative (UASI) Grant Award for which Fire and EMS is the program manager.

3.0. SCOPE

Overview The Program Manager position will serve to fulfill project development/oversight for the Urban Area Security Initiative (UASI) Grant for development of the National Capital Region's (NCR) Nuclear Detection Program (NDP). The Nuclear Detection Program Development/Program Manager (NDPD/PM) will act as the single point-of-contact for the assignment of initial program development functions, and is accountable to the NCR/UASI Executive Supervisor for ensuring an adequately defined work scope, cost, schedule, and for monitoring all levels of performance in developing strategies for the Nuclear Detection Program Development (NDPD) as a component of the overall NCR Preventive Radiological/Nuclear Detection (PRND) Model. This position is also responsible for the sustained progress of assigned programs/projects/facilities in accordance with scope, cost, and schedule baselines, while ensuring compliance with Integrated Safety Management (ISM) principles.

3.1. PROGRAM PHASES

The Contractor will manage their staff and create Deliverables using management tools and technical methods to complete the following program phases:

3.1.1 Project Initiation

3.1.2 Requirements Definition

3.1.3 Installation and Configuration Management

3.2 MINIMUM EXPERIENCE REQUIREMENTS

3.2.1 Program Manager:

- Demonstrated, in-depth knowledge consistent with program management principles and best practices.
- Demonstrated experience in designing and implementing large civilian or non-civilian government information technology programs.
- Demonstrated, in-depth knowledge of District and NCR information technology programs and requirements.
- Demonstrated experience in writing and presenting reports to executive level personnel.

3.2.2. Support Staff as a whole the members of the project support staff should be able to demonstrate the following capabilities:

- Five years experience that demonstrates knowledge in the area of information technology program development and implementation.
- 5-10+ years experience in Radiological/Nuclear Detection/Emergency Response
- Project Management Certification (\$1,000,000 - \$5,000,000 dollar minimum)
- B.S. degree in one of the primary disciplines OR Associate's Degree combined with 10+ years work experience in a related field
- Experience with radiological emergency response operations
- Experience with Preventive Radiological/Nuclear Detection radiation (PRND) Technologies
- Experience with radiation safety/health physics
- Experience with radiological first responder programs
- Experience with radiological monitoring/surveillance
- Experience integrating technologies with law enforcement operations
- Knowledge of radioactive materials, hazards, and associated risks
- Proven track record in team leadership
- Ability to effectively convey sensitive information to the Senior Management, team members, subordinates, and members of the general public
- Ability to obtain a security clearance
- Proven track record in Crisis Management
- Critical thinker, results-oriented

4.0. DELIVERABLES

4.1. PROJECT INITIATION – SOLUTION DESIGN DOCUMENT (90 Days)

- 4.1.1. The solution design document shall capture detailed functional requirements for all components of the detection and alert system. This shall include required data elements, workflows, security roles and profiles, reports and use case scenarios.

4.2 REQUIREMENTS DEFINITION – SOLUTION ARCHITECTURE DOCUMENT (180 days)

- 4.2.1 The logical architecture of the system in terms of its processes and functions. The logical architecture consists of the major functions and systems and how they relate to each other.
- 4.2.2 The physical architecture of the system in terms of its major components, their responsibilities, and the relationships between them. The components may include: hardware, software, user interfaces, integration points and personnel.

4.3 PROGRAM MANAGEMENT (Continuous)

- 4.3.1 The Contractor shall develop from the requirements a Statement of Work to be used in the procurement process for the proposed system and its components.
- 4.3.2 The Contractor shall develop a line item budget for project and work the COTR to prioritize budget items.
- 4.3.3 The Contractor shall provide complete quarterly reports for the project in the manner and format designated by the State Administrative Agent and Fire Chiefs.
- 4.3.4 The Contractor shall identify future programs needs and maintenance costs and develop a program maintenance/sustainment plan.

4.4 INSTALLATION AND CONFIGURATION MANAGEMENT (9 months)

- 4.4.1 The Contractor shall fully configure the detection and alert software in the development environment to the specifications outlined in the Solution Design and Architecture Documents.
- 4.4.2 The Contractor shall conduct unit testing to validate the configured solution and corresponding functions in an integrated manner according to the Solution Design and Architecture Documents. The testing will also validate fulfillment of the functional requirements in scope for the solution and determine the readiness of the solution to the operational environment.

4.5 NOTIFICATION AND RESPONSE PROTOCOLS (9 months)

- 4.5.1 The Contractor shall develop notification processes and protocols for detection alerts. It is expected that these will be tiered notifications, tied to the type and location of alert and response protocols.
- 4.5.2 The Contractor shall develop response protocols for activations, these protocols will be focused on identification of hazard, initiating mitigation of hazard and will include collecting data pertinent to the cause of the activation.

5.0 SCHEDULE

- 5.1 The hours required for this project are based on a 40-hour workweek unless previously approved by the Project Manager or COTR.
- 5.2 Contractors are specifically required to ensure that contract staff adheres to the schedule requirements.
- 5.3 Actual hours worked will not exceed contractual hours; however the Program Office may adjust hours as required to effectively manage the project.

6.0 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer, or a valid changed PO is issued by the Contracting Officer. In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

7.0 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District, or Purchase Orders issued on behalf of the District, only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

Kenneth Morrow
Contracting Officer
Office of Contracting and Procurement
Information Technology Group
441 - 4th Street, N.W., 9th Floor
Washington, DC 20001
202/724-3959
202/727-1679 fax
kenneth.morrow@dc.gov
Website: ocp.dc.gov

8.0 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract shall be designated upon award of the contract. The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract. The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

9.0 ADVISORY AND ASSISTANCE SERVICES

The contract is a "nonpersonal services contract". It is therefore, understood and agreed that the Contractor and/or the Contractor's employees: (1) shall perform the services specified herein as

independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

10.0 DELIVERY OF WORK PRODUCT/INSTRUCTION FROM COTR

- 10.1 The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional instructions that the District COTR may direct. During performance under this contract and/or at completion of work, the Contractor shall provide orderly hand-over of work products and deliverables to the District COTR, including all documentation, electronic or otherwise, created during performance of the contract. All work product produced under the contract is at all times the property of the District.
- 10.2 In addition, the Contractor shall:
 - 10.2.1 Ensure that all work is performed on District premises, unless otherwise approved in writing by the COTR;
 - 10.2.2 Be specifically responsible for assuring that personnel have high end laptops with Window XP Professional and necessary communication equipment. **TRAVEL IS NOT REIMBURSABLE; IT MUST BE INCLUDED IN THE HOURLY RATE;**
 - 10.2.3 Establish and document project goals and optional strategies for their implementation. Support analyses with graphical drawings, charts, and other presentation instruments. MS Project will be used as the only Project Management Tool;
 - 10.2.4 Collect and document project constraints for cost, schedule, and quality. Obtain approval from the Contracting Officer for proposed scope changes;
 - 10.2.5 Throughout the performance of the above items, coordinate with District employees and other consultants/Contractors employed by the District;
 - 10.2.6 Provide sufficient support after submission of deliverables and work products, as necessary to clarify the contents of deliverables to the District;
 - 10.2.7 Continuously monitor the status of Contractor's work hereunder and update status, providing District management timely information regarding possible problems and proposed action required to mitigate such problems; and
 - 10.2.8 Provide reporting and communications in copies and form requested by the designated District representative.
- 10.3 The COTR is responsible for the technical administration of the contract and advising the Contracting Officer (CO) as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in writing by the CO. The COTR for this requirement is:

John Donnelly
Battalion Fire Chief
District of Columbia Fire & EMS
Division of Homeland Security and Special Operations
202-345-6850
John.donnelly@dc.gov

- 10.3.1 It is understood and agreed that the COTR **shall not have** the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- 10.3.2 The Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- 10.3.3 The Contracting Officer's Technical Representative (COTR), unless the representative expressly assigns a designee, is responsible for oversight and acceptance on all matters pertaining to the contract performance, other than those reserved to the Contracting Officer.
- 10.4 The District reserves the right to interview and otherwise verify qualifications of proposed contractor staff and reject any proposed candidates who do not meet District's requirements. Candidate Consultant expertise and relevant background and skills is the primary consideration.
- 10.5 Contractor acknowledges that the District may direct the contractor to remove any contractor staff that the District finds unacceptable, and the contractor shall immediately remove (and replace with new individual satisfactory to the District, if requested) such personnel. Contractor shall notify the District no less than 30 days in advance of any proposed change in personnel associated with this contract. The District reserves the right to review, interview and/or approve any proposed replacement candidates.
- 10.6 The Contractor Required Documents:
 - 10.6.1 Where documents are required from contractor, five (5) printed copies of written documents or other evidence of deliverables shall be provided to FEMS using standard Microsoft Office Suite applications (or other FEMS-established project management standards tools), unless otherwise agreed to. The deliverable shall also be accompanied by an electronic copy (on disk or CD or via email) of the document.
 - 10.6.2 If documents are prepared in PowerPoint or other graphical presentation, the deliverable shall include the required formats (printed + electronic copy of originals file) PLUS an additional electronic file which has been converted to a format suitable for electronic distribution (example PDF format).
 - 10.6.3 Copies shall be filed both with the FEMS Program Manager for incorporation into the overall program files and with the Contracts Management Officer as required for delivery verification.

11.0 Record Retention:

- 11.1 Electronic and paper documents, forms, survey instruments, background materials secured as part of this contract shall be considered the property of the District of Columbia.
- 11.2 Contractor shall periodically review these resource materials with the COTR and establish file and retention plans.
- 11.3 No later than fourteen (14) days before the close-out of the contract, the contractor shall review with the COTR all project-related materials and agree on a disposition plan.

PRICE SCHEDULE

This is a firm-fixed price contract that will be based on labor hours. Additional labor categories may be added as needed.

B.3.1 BASE PERIOD

Contract Line Item No. (CLIN)	Labor Category	Total Price
0001	Complete all the tasks detailed in the SOW.	\$ _____
Total Base Year Price		\$ _____

B.3.2 OPTION YEAR ONE (Option to keep additional staff for support and maintenance. You determine which labor category is applicable to the work for Supporting Staff #1 and #2.)

Contract Line Item No. (CLIN)	Labor Category	Unit	Unit Price	Quantity	Total Price
1001	Program Manager	Labor Hour	\$ _____	640	\$ _____
1002	Supporting Staff #1	Labor Hour	\$ _____	640	\$ _____
1003	Supporting Staff #2	Labor Hour	\$ _____	640	\$ _____
Grand Total for B.3.2					\$ _____

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date: _____

Name of Organization/Entity: _____

Address: _____

Business Telephone Number: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. Number: _____

Square _____ Lot _____

Federal Identification Number: _____

Contract Number: _____

Unemployment Insurance Account Number: _____

“I hereby authorize the District of Columbia, Office of Tax and Revenue, Office of the Chief Financial Officer; consent to release my tax information to an authorized representative of the District of Columbia agency from which I am seeking to enter into a contractual relationship with. I understand that the information released under this consent will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations as of the date found on the government request. I understand that this information is to be used solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.”

I hereby certify that:

- I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.**

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

Signature of Authorizing Agent

Title

Print Name

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	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
Requester's name and address (optional)		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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
+

or

Employer identification number
+

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

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. person (including a U.S. resident alien).

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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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.

U.S. person. 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.

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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient 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 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 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include 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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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**.

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 social security card. 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 social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business 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" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; 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-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 on-line at www.ssa.gov/online/ss5.html. 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 get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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: Writing "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 items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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

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

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

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments 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 or Archer MSA 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal 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.)

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.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

