



REQUEST FOR PROPOSALS
FOR
CLASSROOM SUPPORT SERVICES

RFP No. 25-002

RFP Issued	June 28, 2024
Publication	<i>Sacramento Bee</i> June 28 and July 05, 2024
Deadline for Questions	July 08, 2024, by 2:00 p.m.
Addendum (if applicable)	July 10, 2024, by 2:00 p.m.
Proposal Deadline	July 15, 2024, by 2:00 p.m.

Twin Rivers Unified School District: *Inspiring each student to extraordinary achievement every day!*





NOTICE

NOTICE IS HEREBY GIVEN that the Twin Rivers Unified School District of Sacramento County, California, hereinafter referred to as the “the District,” will receive up to, but not later than 2:00 p.m., July 15, 2024, proposals for:

RFP No. 25-002 Classroom Support Services

Proposals must be submitted in PDF format via email to proposals@trusd.net with the subject line: **RFP 25-002 Proposal** on or before 2:00 p.m. on July 15, 2024.

Questions or clarifications for the Request for Proposals documents can be directed to proposals@trusd.net with the subject line “RFP 25-002 Questions”. Only questions submitted through this process will be accepted.

All responses to questions will be posted on our District webpage on July 10, 2024, by 2:00 p.m. Proposers are responsible for checking the District webpage for updates or Addenda.

All interested parties may obtain a copy of the RFP online at <https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html> or by contacting the Twin Rivers Unified School District, Contract Services & Risk Management Department, 3222 Winona Way, North Highlands, CA 95660.

Any proposal received later than the specified time will be disqualified.

The evaluation criteria specified herein will be used to determine which of the proposals provides the best quality for Twin Rivers Unified School District at the most economical cost. The District reserves the right to accept or reject any or all proposals, waive all technicalities, and accept the proposal(s) that is most favorable to the District. Recognizing that there are important considerations other than price, the District may not necessarily award to the lowest proposer. The District has the right to ask for any clarifications on any or all proposals.

Proposals must be effective for sixty (60) days following the deadline for the receipt of proposals.



INFORMATION AND CONDITIONS

GENERAL CONDITIONS AND INSTRUCTIONS

1. **SECURING DOCUMENTS:** Specifications and other contract document forms are available without charge to prospective Proposers at the Contract Services & Risk Management Department, Twin Rivers Unified School District website at: <https://www.trusd.net/>
2. **TAXES:** The District shall not be responsible for any taxes, with the exception of sales tax or use taxes where applicable. Applicable taxes shall be added by the Proposer to his invoice(s) and included in the proposal.
3. **ASSIGNMENT OF CONTRACT:** The successful Proposer shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this proposal form, which he may be awarded, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District. Notice is hereby given that the District will not honor any assignment made by the Contractor unless the consent in writing, as indicated above, has been given.
4. **ADDENDA OR BULLETINS:** Any Addenda or bulletins issued by the District during the time of proposal or forming a part of the documents loaned to the Proposer for the preparation of this proposal shall be covered in the proposal and shall be made a part of the contract.
5. **WITHDRAWAL OF PROPOSALS PRIOR TO OPENING:** Any Proposer may withdraw their proposal, either personally or by a written request, at any time prior to the scheduled time for the opening of Proposals.
6. **WITHDRAWAL OF PROPOSALS AFTER OPENING:** A Proposer may not withdraw his proposal for a period of sixty (60) days after the date set for the opening thereof.
7. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of the contract documents or finds discrepancies in, or omissions from, the specifications, he may submit to the Director of Contract Services & Risk Management of the Twin Rivers Unified School District a written request for an interpretation or correction hereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or addendum duly issued by said Director of Contract Services & Risk Management, and a copy of such addendum, will be posted on the District's webpage at <https://www.trusd.net/Departments/Contract-Services--Risk-Management/Doing-Business-with-TRUSD/index.html>. The District will not be responsible for any other explanation or interpretation of the proposed documents.



8. **RESTRICTED PROPOSAL:** Only those companies fully licensed, equipped, and experienced in the work being performed, with skilled personnel immediately available and able to obtain necessary components immediately, shall be considered qualified Proposers for this contract.
9. **NO CONTACT WITH THE BOARD OF TRUSTEES:** Proposers may not contact any member of the Twin Rivers Unified School District Board of Trustees regarding this RFQ-P unless specifically invited to an interview conducted by the Board.
10. **NON-DISCRIMINATION:** The Twin Rivers Unified School District does not discriminate in the selection, acceptance, or treatment of any Contractor based on race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran status, medical condition as defined in Section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law. The District likewise prohibits discrimination by Contractors and may require the successful contractor(s) to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement in compliance with Government Code 12990.
11. **WORKPLACE VIOLENCE PREVENTION:** Consistent with SB 553 as incorporated into Section 527.8 of the California Code of Civil Procedure, the District and Contractor shall comply with existing law that authorizes any employer whose employee has suffered unlawful violence or a credible threat of violence from any individual that can reasonably be construed to be carried out or to have been carried out at the workplace, to seek a temporary restraining order and an order after hearing on behalf of the employee and other employees at the workplace. An employer is required to include a Workplace Violence Prevention Plan as part of their effective Injury and Illness Prevention Program (IIPP). Without fear of reprisal, District employees, other employers (Contractor), and their employees are to report violent incidents, threats, or other workplace violence concerns to the District or law enforcement. When applicable, the District will share information with Contractor and their employees. Contractor and their employees' respective roles may include participation in the Workplace Violence Prevention Plan for reporting, investigation, and recording incidents.
12. **INSURANCE REQUIREMENTS:** Successful Proposer shall maintain during the life of this contract Commercial General Liability, Business Automobile Liability and Workers' Compensation and Employers' Liability insurance coverage. The minimum amounts of such insurance shall be as hereinafter set forth. Successful Proposer will be required to furnish certificates of insurance prior to the start of work.
 - Commercial General Liability
 - a. Proposer shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury,



personal injury, and property damage, including without limitation, blanket contractual liability. If an aggregate limit applies, either the general aggregate limit shall apply separately to these services or the general aggregate limit shall be twice the required occurrence limit. Proposer's general liability policies shall be primary and shall not seek contribution from the District's coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide the District and its officers, officials, employees, and volunteers shall be additional insured under such policies.

- Sexual Abuse-Molestation Coverage
 - a. Proposer shall provide coverage with a limit of no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. This insurance shall cover potential claims of sexual abuse or molestation. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the proposer agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- Workers' Compensation and Employers' Liability
 - a. Proposer shall maintain Workers' Compensation Insurance with Statutory Limits and Employers' Liability Insurance with a limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. The Proposer shall submit to the District, with a certificate of insurance, a waiver of subrogation in favor of the District.

13. INDEMNIFICATION: Other than in the performance of professional services and to the full extent permitted by law, Proposer shall indemnify, defend, and hold harmless District and any and all of its employees, officials, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Proposer or by any individual or District for which Proposer is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Proposer, except when caused by the active negligence or willful misconduct of the District.

14. TOBACCO-FREE DISTRICT: The Twin Rivers Unified School District has been designated a tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property and in District vehicles.



15. **IRS REQUIREMENTS:** The District shall view the legal position of the Proposed as an “independent contractor” and that all persons employed to furnish the services are employees of the Proposer and not of the District.

- The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the Proposer is a party.
- The Proposer will complete the IRS Form W-9 attached to the District’s Services Agreement (Attachment D), provide a taxpayer identification number, and indicate whether the Proposer is a corporation, sole proprietor, partner, individual, etc.

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OVERVIEW OF THE DISTRICT

The Twin Rivers Unified School District ("District") is a K-12 public school district located in northeastern Sacramento County with an enrollment of over 27,000 students in preschool through adult education.

The District serves the communities of North Sacramento, Del Paso Heights, Rio Linda, North Highlands, and Foothill Farms. The district has four high schools, five middle schools, 27 elementary schools, three dependent charter schools (at eight site locations), a K-12 independent study school, two continuation high schools, one special education school, an adult education program, and preschools. A list of all District schools can be found on the District website.

Twin Rivers is in an economically diverse region characterized by a mix of residential development and light industry. 90% of District students are eligible for Federal Free and Reduced-price meals.

A seven-member Board of Trustees governs the district under the day-to-day leadership of Steven Martinez, Ed.D., appointed District Superintendent, effective July 1, 2013

SCOPE OF PROPOSAL

Twin Rivers Unified School District is seeking proposals from qualified firms to provide classroom support services for K-12 students, including working with students through physical play so that their teachers can be released to work in their Professional Learning Community. Classroom support services may also be used for yard duty support, extracurricular activity time, and other activities based on school needs for the day. The District intends to select one or more firms that can meet or exceed the needs and requirements specified herein. Contracts will be awarded, at the District's option, for a term of up to three years. Following the selection of a vendor(s), Board approval of contract(s), certificates of insurance evidencing coverage, and fingerprinting, the classroom support services will begin in August 2024.

Below is a description of the District's needs and requirements. In your proposal, please describe how your meets or exceeds these requirements, including relevant recent experience.

- Vendors must have experience working with large groups of students at a time
- Vendors must provide their employees with at least 12 hours of training on employee best practices for engaging and working with diverse students.
- Ongoing employee training offered monthly.
- Vendor must provide a contact person who will directly assist the District in



implementing the teacher release schedule.

- Teams of support staff need to be organized in groups of 4 and consist of the following:
 - 1 emergency credentialed team member per school site per day
 - 3 additional team members per school site per day.

4 Teams of 4 persons, as specified above, will be needed for a total of 16 people.

- Vendors must have a substitute pool available in case classroom support staff are unavailable for the day.
- Vendors must provide well-planned lessons and activities aligned with the CASEL framework (self-awareness, self-management, social awareness, relationship skills, and responsible decision-making).
- Vendors must have an effective behavior management system.

- **Program Schedule:**

M, T, Th, and F – 7:45 AM to 3:15 PM

(includes 30-minute unpaid break)

W – 7:45 AM to 1:15 PM (includes 30-minute unpaid break)

- **Cost Proposal:** Include your cost proposal for all services, with rates for service from August 20, 2024, to June 6, 2025, according to instructional days on District Student Calendar included in **Attachment C**. **Please also include your cost for labor and materials. Include hourly or daily rates for classroom support services and a breakdown of those rates (i.e., the amount going to salaries, materials, overhead, etc.)**
- **Period of Contract:** The contract term will span the 2024-25 School/Fiscal year, with exact dates to be determined after Board approval of vendors. It is the District's intent for this RFP, any addenda, the Firm's proposal, any additional information requested, and negotiated changes to be incorporated by reference into the contract.

16. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

I. PROPOSAL CONTENTS

Please address the following points in your proposal. Separate proposal sections into tabs for each lettered section below:

- a) Please discuss your firm's experience in creating and implementing a successful high-quality classroom support program. *(2-page max.)*



- b) Provide information on how you recruit mentors/staff and the minimum requirements. Please provide a detailed description of the training they are provided. Please also discuss how you manage your mentors/staff throughout the duration of the program, including communication with the school, the District, timekeeping, and absences *(2 pages)*
- c) Resume of your company's knowledge and expertise; explanation of any prior experience with TRUSD; and short bios of your account and technical team. *(1 paragraph each)*
- d) Provide a list of public school districts that you currently serve or have served with such programs within the last three years. Please include the names and email addresses of your contacts/references *(1-2 pages)*
- e) Vendors must provide well-planned lessons and activities aligned with the CASEL framework (self-awareness, self-management, social awareness, relationship skills, and responsible decision-making). Please submit a few sample lessons, in various grade levels, as an appendix to your proposal. 10 pages maximum.
- f) Please feel free to include any other relevant information, experience, or skills that increase the value of your firm's offering and services. *(1-page max.)*
- g) Individuals who work with District students must be fingerprinted at our District Office before going onto school sites, in compliance with CA Education Code Sec. 45125.1. Please acknowledge this in your response *(not in page maximum)*.
- h) Please complete, sign, and return the District-Required Forms included in **Appendix 1** *(not in page maximum)*.

17. SUBMISSION OF PROPOSAL:

- Proposals shall include a table of contents properly indicating the section and page number of the information included.
- The proposal signature page must accompany your proposal, with all information supplied and signatures applied as required. The authorized signature should show the title of the person signing the proposal. A person authorized to act on behalf of the contractor must sign the proposal in ink. A Non-Collusion Declaration shall be included in the response (Attachment A).
- A list of at least three (3) references from jobs with school districts, colleges, and/or public agencies, including name, address, and telephone number. (Attachment B). Do not list Twin Rivers Unified School District employees as references.

18. EVALUATION AND AWARD CRITERIA: Proposals shall be evaluated based on the criteria listed hereunder. Information and/or factors gathered during interviews, discussions, and/or negotiations shall also be utilized in the final selection decision. The District reserves the right to waive any and all irregularities and award the contract to the firm or firms which, in the sole opinion of the District, best fulfills the terms and conditions of this request.



19. EVALUATION CRITERIA ASSIGNED WEIGHTS:

To be deemed “responsive,” proposals must be received by the deadline and address all requirements of this RFP. Responsive proposals will be scored by a District panel using the following criteria:

- A. Demonstrated understanding of and responsiveness to the RFP
10 points
- B. Ability to meet and/or exceed the needs of the District as identified in Sec. IV of this RFP
20 points
- C. Past experience and demonstrated success in providing classroom support services to TRUSD and/or school districts of comparable size and needs
20 points
- D. Personnel: qualifications, leadership, recruitment, and training programs
20 points
- E. Proposed cost, clearly presented; competitive fee structure
25 points
- F. Additional benefits of the firm’s offering
5 points

Award of contract(s) will be based upon the proposal scores and, if required, follow-up interviews at the District’s option. Contract awards are conditional on final approval by the Twin Rivers USD Board of Trustees. The District reserves the right to:

- Request an interview with and/or additional information from any firm before its selection.
- Select the firm that, in the District’s judgment, will best meet the District’s needs. Fees are an important factor but are not the sole factor in selecting.
- Reject any and all proposals or waive any non-statutory informality. The Board’s decision to accept or reject the contract shall be final.
- Award a contract, multiple contracts, or portions of the whole, to more than one firm;
- Not to award a contract due to proposals received or for any other reason.

The decision of the District panel and Board of Trustees will be final. **August 27, 2024**, is the target date for the award of contracts by the Twin Rivers USD Board of Trustees.



PROPOSAL FORM

Having carefully examined the Proposal Notice, Terms, Conditions, Specifications, and Proposal Form, the undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the specifications and conditions at quoted prices unless noted in writing.

The undersigned affirms that they are duly authorized to execute this proposal and that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other proposer.

ADDENDA (if any): Issued in accordance with the Instructions to Proposers, the undersigned acknowledges receipt of Addenda Nos. _____ dated _____.

The undersigned hereby proposes and agrees to furnish and deliver the goods and services per the terms, conditions, specifications, and quoted prices.

Corporate Seal
(if a corporation)

Proper name of Individual, Company, or Corporation

Authorized Signature

Type or Print Signer's Name

Title

Address

Telephone

E-mail

Date



ATTACHMENT A

NON-COLLUSION DECLARATION

(Public Contract Code Section 7106)

_____deposes and says that
(Name of Authorized Representative)

he/she is _____ of _____,
(Title) (Firm Name)

the party providing the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly colluded, conspired, connived, or agreed with anyone else to put in a sham proposal; that the respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are factual; and, further, that the respondent has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information of date relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member of agent thereof to effectuate a collusive or sham proposal.

(Signature)

(Typed or Printed Name)



ATTACHMENT B

REFERENCES

Per Article 21, list at least three references of contracts with school districts, colleges, and/or public agencies within the last five years.

Name of Organization

Address City State Zip Code

Telephone Email

Name of Organization

Address City State Zip Code

Telephone Email

Name of Organization

Address City State Zip Code

Telephone Email



ATTACHMENT C

STUDENT CALENDAR

TWIN RIVERS USD 2024-2025 STUDENT CALENDAR

Board Approved 1/23/2024

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25*	26
27	28	29	30	31		
November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15•	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20○	21
22	23	24	25	26	27	28
29	30	31				

KEY CALENDAR DATES	
8/20/24	First Day of School ◻
12/20/24	Minimum Day - K-12 ○
3/21/25	TK-6 Shortened Day ◆
6/6/25	Last Day of School/Minimum Day ◻
NON-STUDENT DAYS	
8/14/24 - 8/16/24	K-12 Professional Development
8/19/24	Teacher Work Day
11/21/24 - 11/22/24	TK-6 Parent/Teacher Conference Days
11/21/24 - 11/22/24	7-12 Professional Development
DISTRICT HOLIDAYS/BREAKS	
7/4/24	Independence Day
9/2/24	Labor Day
11/11/24	Veterans Day
11/25/24-11/29/24	Thanksgiving Break
12/23/24-1/3/25	Winter Break
1/20/25	Martin Luther King, Jr. Day
2/10/25 & 2/17/25	Presidents Days
4/14/25-4/21/25	Spring Break
5/26/25	Memorial Day
6/19/25	Juneteenth
Secondary Final Exams	
Minimum Days (Secondary Only)	
1/16/25 & 1/17/25	1st Semester
6/5/25 & 6/6/25	2nd Semester
END OF GRADING PERIOD	
Grades TK-6•	
Trimester 1: November 15, 2024 (62 days)	
Trimester 2: March 7, 2025 (60 days)	
Trimester 3: June 6, 2025 (58 days)	
Grades 7-12*	
Quarter 1: October 25, 2024 (48 days)	
Quarter 2: January 17, 2025 (42 days) - Semester end (90 days)	
Quarter 3: March 28, 2025 (47 days)	
Quarter 4: June 6, 2025 (43 days) - Semester end (90 days)	
Early Release Wednesday	
All students will be released 2 hours early every Wednesday	
LEGEND	
◻ First/Last Day of School	
• End of Grading Period TK - 6	
* End of Grading Period 7-12	
◆ TK-6 Shortened Day	
○ Minimum Day	

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17*	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7•	8
9	10	11	12	13	14	15
16	17	18	19	20	21◆	22
23	24	25	26	27	28*	29
30	31					
April 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6◻•○	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					



ATTACHMENT D

SAMPLE DISTRICT SERVICES AGREEMENT



To be completed by Purchasing

P.O. # _____
Vendor # _____

Twin Rivers Unified School District
Administrative Services
District Mailing Address: 3222 Winona Way, North Highlands, CA 95660

Services Agreement / Contract - \$35,000 or More

This **SERVICES AGREEMENT** (“CONTRACT” or “AGREEMENT”) is made this day of _____, 20____, between the Twin Rivers Unified School District, herein referred to as “DISTRICT,” and _____, hereinafter referred to as “CONTRACTOR”.

RECITALS

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the special services required; and

WHEREAS, CONTRACTOR has demonstrated its competency to perform the special SERVICES required by this AGREEMENT through its prior experience in:

NOW THEREFORE, the DISTRICT hereby engages the services of CONTRACTOR, and in consideration of the mutual promises contained herein, the Parties agree as follows:

- INCORPORATION OF RECITALS/PRECEDENCE OF AGREEMENT OVER EXHIBITS:** The parties adopt and incorporate by reference the foregoing recitals as a term of the AGREEMENT. Should there be any ambiguity or inconsistency between any exhibits to this AGREEMENT and the terms of this AGREEMENT, the terms of this AGREEMENT take precedence.
- SERVICES:** CONTRACTOR shall perform the following services (“SERVICES”): *(If a separate scope of services or proposal generated by the DISTRICT or the CONTRACTOR is available, attach it and reference it here. Please do not attach an outside vendor’s contract):*

LOCATION:

List the site(s) where this work will be performed, e.g., District-wide or specific District sites. A list of sites may also be attached:

4. TERM and TERMINATION:

Term. This AGREEMENT shall commence on _____ and shall continue through _____ provided all SERVICES under this AGREEMENT are performed satisfactorily. The determination of a satisfactory performance shall be made through sound and reasonable judgment and discretion of the DISTRICT. Subject to applicable laws, this Term may be extended by mutual written consent of the parties in accordance with the provision set forth herein regarding amendments.

Termination. This AGREEMENT may be terminated as follows unless otherwise specified herein:

- a. Mutual AGREEMENT: The Parties may terminate this AGREEMENT at any time by mutual AGREEMENT in writing.
- b. District's Discretion: DISTRICT, at its sole discretion, may terminate this AGREEMENT for any reason on 30 days written notice to the CONTRACTOR.
- c. Breach: Either party may terminate this AGREEMENT in the event of a material breach by the other party. The party seeking termination must describe the breach in sufficient detail to provide the other party with adequate notice and an opportunity to cure. If the breaching party does not entirely cure the breach within 15 days of the date of the notice, then the non-breaching party may terminate this AGREEMENT at any time thereafter by providing a written notice of termination.
- d. Licensing/Bankruptcy: DISTRICT may terminate this AGREEMENT immediately upon either of the following events: (1) denial, suspension, revocation, or non-renewal of any license, permit, insurance, or certificate that CONTRACTOR must hold to perform the SERVICES; or (2) in the event CONTRACTOR files for bankruptcy.
- e. Furlough/Non-Appropriation: DISTRICT reserves the right to immediately terminate or suspend this AGREEMENT without notice if DISTRICT's Board of Trustees determines that funding for the SERVICES is insufficient or due to Non-Appropriation of Federal funding.

Upon termination, CONTRACTOR shall provide the DISTRICT with all documents and Work Product created, maintained, or collected by CONTRACTOR pursuant to this AGREEMENT, whether or not such documents are in draft or final form. DISTRICT shall pay CONTRACTOR for all SERVICES performed to DISTRICT's satisfaction in accordance with this AGREEMENT prior to the termination date. Any amounts disputed and unpaid by the DISTRICT shall be withheld pending the outcome of the dispute resolution.

5. FEE, PAYMENT and TAXES:

Fee. DISTRICT shall pay CONTRACTOR for work satisfactorily rendered pursuant to this AGREEMENT in the amount of \$ _____. This sum shall be payable _____.

Payment. CONTRACTOR shall submit invoices to the District Accounts Payable Department requesting payment for completion of the work at the above-noted intervals. DISTRICT shall review and validate all invoices for approval before payment and then remit payment within thirty days of approval.

CONTRACTORS PLEASE NOTE: Invoices should be submitted to Accounts Payable, Twin Rivers Unified School District, 3222 Winona Way, North Highlands, CA 95660. As a general procedure, payment is remitted 30 days from receipt and verification of invoice.

INITIATORS PLEASE NOTE: Accounts Payable will not process payment until the services have been completed and you furnish verification by transmitting a Request for Direct Payment Form. If progress payments are needed, they must be stated in the contract and supported by Requests for Direct Payment.

Upon early termination pursuant to the provisions of Paragraph 4 above, DISTRICT shall pay CONTRACTOR for all SERVICES performed to DISTRICT's satisfaction prior to the date of notification of termination. Any amounts disputed by the DISTRICT shall be withheld pending the outcome and resolution of such dispute, in accordance with the dispute resolution procedures set forth in Paragraph 30 herein.

Taxes. CONTRACTOR agrees to complete the "Request for Taxpayer Identification Number and Certification" (Form W-9) within this AGREEMENT and acknowledges that the DISTRICT will report payment information to the Internal Revenue Service under the name and TIN or SSN, whichever is applicable, provided by CONTRACTOR. If applicable, DISTRICT will provide CONTRACTOR and the Internal Revenue Service ("IRS") with a statement of earnings at the conclusion of each calendar year as required by the IRS and will withhold 7% from all payments for out-of-state (non-California) CONTRACTORS, in accordance with California Revenue and Taxation Code Section 18662. DISTRICT shall not otherwise withhold or set aside income tax, Federal Insurance Contributions Act tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the CONTRACTOR to account for all of the above, and CONTRACTOR agrees to hold DISTRICT harmless from all liability for these taxes.

- 12. WORK PRODUCT OWNERSHIP.** All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products, and other materials (collectively, the "Work Product") produced by CONTRACTOR under this AGREEMENT shall be the sole and exclusive property of DISTRICT. No Work Product produced, either in whole or in part, under this AGREEMENT shall be subject to private use, copyright, or patent by CONTRACTOR without the prior written consent of the DISTRICT. DISTRICT shall have all rights, titles, and interests in and to the Work Product, including the right to secure and maintain the copyright, trademark, and/or patent rights in said Work Product in the name of the DISTRICT (specifically excluding any underlying pre-existing intellectual property). DISTRICT may use CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the Work Product for any purpose and in any medium.
- 13. EQUIPMENT AND FACILITIES.** CONTRACTOR shall furnish, at their own expense, all labor, materials, equipment, supplies, and other items necessary to complete the SERVICES to be provided pursuant to this AGREEMENT. DISTRICT will provide CONTRACTOR access to all needed records and materials held by the DISTRICT that DISTRICT determines are pertinent to and necessary for the completion of the SERVICES hereunder unless such materials are confidential and not subject to disclosure.
- 14. DEVOTION OF TIME.** CONTRACTOR shall devote such time and energy to the performance of its duties under this AGREEMENT as is reasonably necessary for a satisfactory performance. Should DISTRICT require SERVICES not included in this AGREEMENT, CONTRACTOR shall make a reasonable effort to accommodate the District's additional requirements without decreasing the effectiveness of the performance of the duties hereunder.
- 15. INSURANCE AND INDEMNIFICATION.**

Insurance Requirements. During the term of this AGREEMENT, at CONTRACTOR's sole cost and expense, CONTRACTOR agrees to procure and maintain the following insurance:

- CONTRACTOR shall maintain **Commercial General Liability** insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to these SERVICES or the general aggregate limit shall be twice the required occurrence limit. CONTRACTOR'S general liability policies shall be primary and shall not seek contribution from the DISTRICT'S coverage and be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that DISTRICT and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
- If applicable for SERVICES involving hired/volunteer adults working with students in school activities, therapy, recreational programs, athletics, studies, or any activities involving the custodial care of children, CONTRACTOR shall provide **Sexual Abuse-Molestation** coverage with a limit of no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) aggregate. This insurance shall cover potential claims of sexual abuse or molestation. The Sexual Abuse and Molestation coverage must either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the SERVICES required by this AGREEMENT.
- CONTRACTOR shall provide **Business Automobile Liability** coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.
- If applicable for professional SERVICES from an accountant, architect, attorney, claims administration firm, consultant, insurance broker, engineer, financial advisor, medical professional, or other person who maintains a professional license CONTRACTOR shall provide **Professional Liability** coverage that

insures against professional errors and omissions that may be made in performing the SERVICES to be rendered in connection with this AGREEMENT, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this AGREEMENT, and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the SERVICES required by this AGREEMENT.

- For CONTRACTORS with employees, CONTRACTOR shall maintain **Workers' Compensation** Insurance with Statutory Limits and **Employer's Liability** Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. CONTRACTOR shall submit to DISTRICT, along with the certificate of insurance, a waiver of subrogation endorsement in favor of DISTRICT.
- If CONTRACTOR is providing technology-related products or SERVICES and has access to personally identifiable information of the DISTRICT, CONTRACTOR shall maintain **Cyber Liability** Insurance with required limits of not less than one million dollars (\$1,000,000) per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by CONTRACTOR in this AGREEMENT and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

Each insurance policy required by the AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days prior written notice has been given to the DISTRICT, except that ten (10) days prior written notice shall apply in the event of cancellation for nonpayment of premium. All self-insured retentions and deductibles above \$100,000 must be declared to and approved by the DISTRICT.

Evidence of Insurance - **Prior to the commencement of work, CONTRACTOR shall furnish the DISTRICT with certificate(s), additional insured endorsement(s), and waiver(s) of subrogation evidencing compliance with the insurance requirements above.** Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher. The CONTRACTOR shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein. However, insurance requirements may be determined on a "per subcontractor" basis, considering the particular work to be done by the subcontractor.

I, the Initiator, acknowledge that I have attached a Certificate of Insurance, Additional Insured Endorsement, and Waiver of Subrogation from the Contractor evidencing compliance with the insurance requirements above.

Please contact Contract Services & Risk Management with questions: risk.management@trusd.net

Indemnification.

- **Indemnity for Professional Liability:** When the law establishes a professional standard of care for CONTRACTOR's SERVICES, to the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend, and hold harmless District and any and all of its officials, employees and volunteers from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant is responsible for such damages, liabilities, and costs on a comparative basis of fault between the CONTRACTOR and the DISTRICT in the performance of professional SERVICES under this AGREEMENT.
- **Indemnity for Other than Professional Liability:** Other than in the performance of professional SERVICES and to the full extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless DISTRICT and any and all of its employees, officials, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs

of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONTRACTOR or by any individual or DISTRICT for which CONTRACTOR is legally liable, including, but not limited to officers, agents, employees, or subcontractors of CONTRACTOR, except when caused by the active negligence or willful misconduct of the DISTRICT.

- 16. BUSINESS LICENSES AND CERTIFICATE PERMITS.** As an independent CONTRACTOR, it shall be the sole responsibility of CONTRACTOR to obtain any needed business licenses, certificates, or permits to conduct business to meet the terms of this AGREEMENT.
- 17. ASSIGNMENT AND SUBCONTRACTING.** This AGREEMENT and the duties required hereunder may not be assigned to any third party without the written consent of the DISTRICT. In the event of an assignment by CONTRACTOR to which DISTRICT has consented, the assignee or his/her legal representative shall agree in writing with DISTRICT to personally assume, perform, and be bound by the covenants, obligations, and AGREEMENTs contained herein. Additionally, CONTRACTOR shall not subcontract any portion of this AGREEMENT without the written consent of the DISTRICT. In the event that a subcontract is approved by the DISTRICT, all requirements of this AGREEMENT shall flow down and apply to the subcontractor.
- 18. FINGERPRINTING AND CALIFORNIA DOJ CLEARANCE.** CONTRACTOR agrees to comply with the requirements of California Education Code section 45125, as follows:

All current and subsequent employees, volunteers, and subcontractors of CONTRACTOR who will, or are likely to, interact with DISTRICT students are required to obtain clearance from both the California Department of Justice ("CADOJ") and clearance from the Federal Bureau of Investigation ("FBI"). Notwithstanding the restrictions on sharing and destroying criminal background check information and notwithstanding the express provisions of California Education Code sections 44237, 45125.1, and 56366.1, **CONTRACTOR shall require all current and subsequent employees, volunteers, and subcontractors to submit fingerprints through DISTRICT's background clearance process, which includes Live Scan fingerprinting. This process can be completed from any Department of Justice approved fingerprint location using the District's Live Scan form.**

In addition, CONTRACTOR shall require all current and subsequent employees, volunteers, and subcontractors who will interact with DISTRICT students outside the immediate supervision and control of the student's parent or a DISTRICT employee to enroll in DISTRICT's subsequent arrest notification service as required by California Penal Code section 11105.2.

No current or subsequent employees, volunteers, or subcontractors of CONTRACTOR who have been convicted of a violent or serious felony, as those terms are defined in California Education Code Section 44237 subdivision (h), shall interact with DISTRICT students outside the immediate supervision and control of the student's parent or an DISTRICT employee, unless despite the employee's, volunteer's, or subcontractor's conviction of a violent or serious felony, they have met the criteria to be eligible for employment pursuant to California Education Code section 44237 subdivisions (i) or (j). CONTRACTOR hereby agrees that CONTRACTOR's current or subsequent employees, volunteers, and subcontractors shall not interact with DISTRICT students unless and until CADOJ and FBI clearances are ascertained through DISTRICT's Live Scan system.

- 19. EMPLOYMENT WITH A PUBLIC AGENCY.** CONTRACTOR, if an employee of another public agency, agrees that CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the time in which SERVICES are actually being performed pursuant to this AGREEMENT. If

CONTRACTOR is a CALPERS or CalSTRS annuitant, CONTRACTOR must disclose this fact to the DISTRICT before signing this AGREEMENT and will be compensated through the DISTRICT'S Payroll and Benefits department.

- 20. ANTI-DISCRIMINATION.** It is the policy of the DISTRICT that in connection with all work performed under this AGREEMENT, there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and DISTRICT policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractor(s).
- 21. SAFETY, SECURITY, CONTROLLED SUBSTANCES.** CONTRACTOR is responsible for maintaining safety in the performance of this AGREEMENT. CONTRACTOR shall adhere to the DISTRICT'S rules and procedures pertaining to safety, security, and driving on school grounds, particularly when children are present. No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on DISTRICT property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use controlled substances, alcohol, or tobacco on school sites. Upon arriving each day, CONTRACTOR'S employees and agents must report to the school's main office, scan their California Driver's License or other official ID into the school's digital visitor system, Hall Pass, and receive a daily visitor ID, which they must wear at all times while on site.
- 22. NO SOLICITATION.** In order to avoid interruption to the education of students and the operation of DISTRICT schools, CONTRACTOR shall not engage in any sales or the solicitation of business on any DISTRICT property or through the use of any DISTRICT resources or systems, absent the express prior written consent of the DISTRICT'S Chief Business Official or designee, which express written consent must be obtained no fewer than five days in advance of the occurrence of any such sale or solicitation.
- 23. STUDENT DATA PRIVACY.** If CONTRACTOR will provide technology SERVICES that involve the digital access, use, storage, or management of student records, then CONTRACTOR must sign a separate California Student Data Privacy Agreement in compliance with Education Code Section 49073.1. and attach a student data privacy certification for compliance with Education Code section 49073.1. The California Student Data Privacy Agreement is available through the DISTRICT. Student records include any information directly related to a student maintained by the DISTRICT or acquired directly from the student through the use of instructional software or applications assigned to the student by a DISTRICT employee.
- 24. RECORD RETENTION AND AUDIT.** CONTRACTOR shall establish and maintain books, records, and systems of account in accordance with generally accepted accounting principles, reflecting the SERVICES and transactions completed under this AGREEMENT. CONTRACTOR shall retain such records throughout the term of this AGREEMENT, during any extensions or renewals, and for three (3) years thereafter. Additionally, pursuant to Government Code Section 8546.7, every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit by the State Auditor as specified in the Government Code. CONTRACTOR shall permit the DISTRICT or an independent auditor to audit, review, and make copies of all such records. Audit(s) may be performed at any time, provided that the DISTRICT shall give reasonable prior notice to CONTRACTOR and shall conduct an audit(s) during CONTRACTOR'S normal business hours unless CONTRACTOR otherwise consents.
- 25. LIMITATION OF DISTRICT LIABILITY.** Other than as provided in this AGREEMENT, the DISTRICT'S financial obligations under this AGREEMENT shall be limited to the payment of Fees identified in Section 5 of this AGREEMENT and in any subsequent Amendments hereto. Notwithstanding any other provision of this

AGREEMENT, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this AGREEMENT for the SERVICES performed in connection with this AGREEMENT.

26. **CONFIDENTIALITY.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employees, and/or subcontractors shall maintain the confidentiality of all information received in the course of performing the SERVICES. This requirement to maintain confidentiality shall extend beyond the termination of this AGREEMENT.
27. **PUBLIC HEALTH MANDATES – DISTRICT POLICY.** CONTRACTOR agrees to comply with all local, state, and Federal Public Health Mandates, guidance, and related DISTRICT Policies and protocols.
28. **WAIVER.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
29. **ENTIRE CONTRACT.** This AGREEMENT supersedes any and all other AGREEMENTS, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other AGREEMENT, statement, or promise relating to the subject matter of this AGREEMENT which is not contained herein shall be valid or binding.
30. **DISPUTES.** Notwithstanding the requirements set forth in Government Code section 900, et seq., any and all disputes that arise out of this AGREEMENT shall first be resolved by good faith negotiations between the parties with the assistance of non-binding mediation. In the event either party determines that they are not able to resolve the dispute through negotiation and mediation, then the dispute shall be submitted to binding arbitration in accordance with the American Arbitration Association. Pending the resolution of any dispute, the CONTRACTOR agrees that it will neither rescind the AGREEMENT nor stop the performance of the SERVICES.
31. **SEVERABILITY.** In the event that any provision of this AGREEMENT is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this AGREEMENT will be affected by such holding, and all of the remaining provisions of this AGREEMENT will continue in full force, and effect, unless to do so would invalidate the intent of the parties in entering into this AGREEMENT.
32. **AMENDMENTS.** The terms of this AGREEMENT shall not be modified, supplemented, or amended in any manner whatsoever except by written AGREEMENT signed by both parties.
33. **GOVERNING LAW.** This AGREEMENT shall be governed by, and the rights, duties, and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California, and the venue shall be appropriate in Sacramento, California.
34. **NOTICE.** Any notice required or permitted to be given under this AGREEMENT shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, to the primary mailing addresses of the DISTRICT and CONTRACTOR.
35. **FORCE MAJEURE.** In the event either party is unable to perform its obligations under the terms of this AGREEMENT because of acts of God, strikes, pandemics, or other such events reasonably beyond the parties' control, such non -non-performing party shall not be liable for damages resulting from such failure to perform;

provided, however, that such non-performing party must notify the other party of its inability to perform due to a force majeure event and must resume performance as soon as is reasonably practicable thereafter.

36. AGREEMENT CONTINGENT UPON BOARD APPROVAL. DISTRICT shall not be bound by the terms of this AGREEMENT until it has been formally approved by the District’s Board of Trustees, and no payment shall be made or owed to CONTRACTOR absent that formal approval. This AGREEMENT is deemed approved when it has been signed by the Superintendent, Chief Business Official, or other Designee.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the date set forth below.

Contractor Printed Name		/	Authorized Signature		/	Date	/	Email Address	
Address			City		State		Zip Code		Phone

NOTE: SERVICES MAY NOT BEGIN, AND P.O. WILL NOT BE ISSUED UNTIL THE DISTRICT RECEIVES BACKGROUND CLEARANCE (SEC. 17) AND INSURANCE DOCUMENTATION (SEC. 15).

TO BE COMPLETED BY INITIATOR AND CONFIRMED BY HUMAN RESOURCES			
Fingerprinting (Ed Code 45125)	Required	TB Clearance (AR 1240)	Required
	Not Required		Not Required

_____ Director Contracts & Risk Management	_____ Date	_____ Budget Services	_____ Date
_____ Administrator	_____ Date	_____ Sr. Budget Analyst	_____ Date
_____ School Leadership (if applicable)	_____ Date	_____ Budget Director/Executive Director	_____ Date
_____ Special Funding (if applicable)	_____ Date	_____ Chief Business Official/Authorized Designee	_____ Date
_____ Date of Board Approval	_____ Payroll Notes (if applicable)		

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

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

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

Individual/sole proprietor C corporation S corporation Partnership Trust/estate

LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions

(Applies to accounts maintained outside the United States.)

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)

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 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

		-									
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Part II Certification

Under penalties of perjury, I certify that:

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

Sign Here	Signature of U.S. person	Date
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General Instructions

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

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they