

DOWNEY UNIFIED SCHOOL DISTRICT



PURCHASE OF BRAND-SPECIFIC ADVANCED MANUFACTURING EQUIPMENT AND RELATED SUPPLY ITEMS (HAAS AUTOMATION, INC.)

BID NO.: 21/22-13

**BID SUBMITTAL DEADLINE:
FRIDAY, FEBRUARY 11, 2022, AT 11:00 A.M.**

Contact: Darren Purseglove, Director, Purchasing
and Warehouse
Downey Unified School District
11627 Brookshire Avenue
Downey, CA 90241
(562) 469-6531

TABLE OF CONTENTS

Bidding Requirements

Notice to Bidders.....	1
Calendar of Events	2
Instruction to Bidders	3

Bid Forms

Bid Forms and Proposal.....	12
Additional Detail Regarding Calculation of Base Bid.....	13
Bid Form Pricing Sheet.....	15
Non-Collusion Declaration	16
Certification.....	17

Contract Forms

Sample Purchase Agreement Form	18
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Appendix

2018 IRS W-9 Form (Blank)	31
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NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Downey Unified School District ("District") will receive sealed bids for the following products no later than the specified bid deadline:

**Bid #21/22-13 - Purchase of Brand-Specific Advanced
Manufacturing Equipment and Related Supply Items (Haas
Automation, Inc.)**

2. Bid documents will be available on or after Thursday, January 27, 2022, for download at the following link: <https://web.dusd.net/bids-rfps/> ("Contract Documents").
3. Sealed bids will be received until **11:00 a.m., Friday, February 11, 2022**, at the District's Purchasing Department located at: 11627 Brookshire Avenue, Room 169, Downey, CA 90241. Sealed bids may be opened by the District at or after that time and will be publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents.
5. The District shall award the contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount only.
6. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

Published: January 27, 2022

February 3, 2022

Newspaper: The Downey Patriot Newspaper

END OF DOCUMENT

CALENDAR OF EVENTS

Bid No.: 21/22-13 Purchase of Brand-Specific Advanced Manufacturing
Equipment and Related Supply Items (HAAS Automation, Inc.)

Event	Details	Date	Time (Pacific Std)
Bid Advertised	The Downey Patriot	January 27, 2022 February 3, 2022	N/A
Last Day to submit Request for Clarification or Explanations & Last Day to Submit the Request for Substitution Form	dpurseglove@dusd.net	February 4, 2022	4:00 pm
Response to Request for Clarification or Explanation posted	Posted on Downey USD Purchasing Website	February 8, 2022	4:00 pm
Bids Due	Downey Unified School District Attn: Purchasing Department 11627 Brookshire Ave Rm. 169 Downey, CA 90241	February 11, 2022	11:00 am
Recommendation for Award will be presented to Board	Downey Unified School District Board Room 11627 Brookshire Ave Downey, CA 90241	March 8, 2022	5:00 pm

INSTRUCTIONS TO BIDDERS

7. Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.
8. Downey Unified School District ("District") will evaluate information submitted by the apparent low bidder and, if incomplete or unsatisfactory to District, the apparent low bid may be rejected at the sole discretion of District.
9. Bids are requested for the procurement of:

Brand-Specific Advanced Manufacturing Equipment and Related Supply Items (Haas Automation, Inc.)

BID NO. 21/22-13

BIDS DUE: Friday, February 11, 2022 @ 11:00 am

("Products" or "Project")

10. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
 - b. Bids must be hand-delivered or mailed to the District's Purchasing Department on or before the date and time shown in the Notice to Bidders.
 - c. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
 - d. Bids must contain all documents as required herein.

Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.

7. Bids will be opened at or after the time indicated for receipt of bids.
8. Bidders must submit bids on the documents titled Bid Form and Proposal and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
11. **Bid prices are to include shipping, F.O.B., assembly, inside delivery, and any required installation.**
 - a. Destination will be designated within the boundaries of the District. Actual delivery dates should be coordinated with the District. All shipments shall be

accompanied by a packing slip. Purchase order number shall appear on all packing slips, invoices, and packages. Upon award of bid, the awarded bidder(s) shall keep sufficient stock of products and service material to ensure prompt delivery and service schedules. There shall be no minimum quantities required in order for the District to place orders as needed. **Bid all items F.O.B., District or any of its locations within the District boundaries.**

12. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.
13. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
14. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security, if required.
 - b. Bid Form.
 - c. Non-Collusion Declaration.
 - d. Certification Form.
15. If required, bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If bidder chooses to provide a Bid Bond as security, bidder must use the required form of corporate surety provided by District. The surety on bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
16. If bidder to whom the contract is awarded fails or neglects to enter into the contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of bidder to enter into contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of bidder's failure to enter into the contract would be extremely difficult and impractical to determine and that the amount of the bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

17. Bidders shall submit the Non-Collusion Declaration and Certification Form with their bids. Bids submitted without the Non-Collusion Declaration or Certification Form shall be deemed nonresponsive and will not be considered.
18. Department of Industrial Relations (DIR), Labor Code & Prevailing Wages for Public Works.

The assembly and delivery required in this bid will NOT generally require the payment of prevailing wage. If the bidder, or the District determines the service falls within Labor Code sections 1770 et seq., the District will report the project to DIR and will provide bidder with the DIR project number. Prevailing wage labor, when deemed necessary, will need a separate quote for that said labor, and will be provided by the bidder at that time.
19. All Products must conform to the terms and conditions set forth in the Contract Documents. The District reserves the right to reject all bids that do not conform to the Contract Documents. Should the bidder wish to request any substitution, the bidder shall submit a written request to the District within the deadline stated for questions. At a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific item), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" Product. Suitability and valuation of "equals" rest in the sole discretion of the District. Request for substitution received after the deadline for questions will not be considered. If the substituted item is acceptable, the District will approve it in an addendum issued to all bidders of record. It is understood and agreed to by the bidder that the District reserves the right to reject any such proposed substitution. If the Product offered by the bidder is not acceptable, in the sole opinion of the District, then the bidder expressly understands and agrees that bidder shall furnish the Products specified by the District.
20. Samples of Products may be required for evaluation. Samples will be delivered to the District and returned to the bidder at the bidder's expense. Bidders are hereby notified to have samples ready for prompt evaluation, if requested, within five (5) calendar days of bid opening. Samples that cannot be provided in that time may not be considered for award.
21. Bidder shall guarantee the Products against all defects or failures of materials and workmanship for a minimum period of one (1) year from the actual delivery date.
22. Do not include California Sales or Use Taxes in unit prices. This tax will be added and paid for by the District.
23. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District's Director, Darren Purseglove, C.P.M., at dpurseglove@dusd.net. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by addenda and emailed, faxed, mailed, or delivered to all bidders recorded by the District as having received the Contract Documents or posted on the District's website at <https://web.dusd.net/bids-rfps/>. Questions received less than **SEVEN (7)** calendar

days prior to the date for opening bids may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

24. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
25. Each bidder must acknowledge each addendum in its Bid Form and Proposal by number or its bid shall be considered non-responsive. Each addendum shall be part of the Contract Documents. A complete listing of addenda may be secured from the District.
26. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date and time set for the opening of bids.
27. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same Project unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.
28. The District's Governing Board shall award the contract, if it awards it at all, to the lowest responsive and responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the bidder to whom to award the contract by lot.
29. The bidder to whom the contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive. The District may award the contract to the next lowest responsive and responsible bidder, or reject all bids.
 - a. Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature.
 - b. Insurance Certificates and Endorsements as required.
 - c. Current W-9 Form.
 - d. Criminal Background Investigation/Fingerprinting Certification.
30. Any bid protest by any bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a bidder who has actually submitted a bid, and who could be awarded the contract if the bid protest is upheld, is eligible to submit a bid protest.

Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder.

- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
31. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District.

District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

32. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
33. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The successful bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
34. Prior to the award of contract, District reserves the right to consider the responsibility of the bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of bidders, proposed subcontractors, suppliers, and other persons and organizations to supply the Products in accordance with the Contract Documents to District's satisfaction within the prescribed time. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol, and such costs shall be included in the bid as an allowance. Any unused portion of the allowance designated for COVID-19 or other public health emergency/epidemic/pandemic compliance will revert back to the District documented by a deductive change order.
35. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS. The bidder hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is K12 Strong Workforce Program grant money appropriated by the State of California and is acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time due to non-availability or non-appropriation of sufficient funds.
36. A minimum contract term is twelve (12) months. Quoted prices must stay in effect until twelve months from the date of award. Contract may be extended upon mutual consent of District and Bidder pursuant to Education Code, Section 39644 and 81644. In the event of a general price decrease the District reserves the right to terminate the bid award unless the decrease is passed on to the District.
37. Subject to the provisions of the pricing-terms of the contract, and pursuant to Education Code, Section 39644 and 81644, this bid may be extended (by mutual annual consent expressed in writing) for two (2) additional twelve (12) month periods for a potential bid life not to exceed three (3) years.
38. The District must be notified of any change in pricing over the contract period within (10) ten days of any change. In the event of a price decline, such lower prices are to be immediately extended to the Downey Unified School District. In addition,

within 24 hours of any price decrease, the District shall be notified in writing of such changes and pending order shall reflect the newer price.

39. Payments may be invoiced after actual delivery to the required destination. Successful bidder must (1) accept and bill against a District Purchase Order and (2) at no time allow an account Purchase Order to exceed the dollar amount indicated. The District shall make payment for materials, supplies or services furnished under the Purchase Order within a reasonable and proper time after acceptance thereof and approval of the invoice the authorized District representative.
40. The Downey Unified School District and the Bidder each reserve the right to cancel, for any reason, lack of service, all or any portion of services covered by this contract. To exercise this right, a thirty (30) day written notice must be given.
41. THE DOWNEY UNIFIED SCHOOL DISTRICT DOES NOT GUARANTEE THAT ALL ITEMS OR QUANTITIES SHOWN ON THIS BID WILL BE PURCHASED/SERVICED. Any quantities specified in this bid are estimates only. Quantities are subject to change in order to meet the needs of the District, as well as individual school needs. No minimum order requirements may be imposed or will be allowed. All prices quoted must be firm for not less than one year from the award of the bid.
42. Awarded bidder(s) are required to immediately notify the Purchasing Director when manufacturers have discontinued awarded line items. Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number(s) with written proof from the manufacturer of the discontinued item. A replacement will be considered if, and only if, the proposed replacement is equal to or exceeds the discontinued line item(s) specifications and is offered for an equal or lesser price. Successful bidder(s) shall provide substantiating information when requesting consideration of a substitution as an equal. Official notification must be in written format via USPS, fax, or e-mail referencing the bid number and line item number.
43. RESPONSIBILITY FOR ERRORS AND/OR OMISSIONS ON THE PART OF THE BIDDER IN MAKING UP THEIR BIDS WILL NOT BE ASSUMED BY THE SCHOOL DISTRICT. All bids must be typewritten or in ink. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed in ink, prior to bid opening, by the person signing the bid. Bids must be verified before submission as they cannot be withdrawn after the date set for the opening of bids.
44. STATE BRAND AND MODEL NUMBER OF EACH ITEM PROPOSED IF REQUIRED ON THE BID FORM. The California Public Contract Code, Section 3400 states that a school district cannot limit "the bidding, directly or indirectly, to any one specific concern", unless the District makes a finding that is described in the invitation for bids or proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:
 - "in order that a field test or experiment may be made to determine the product's suitability for future use." [PCC section 3400(c)(1)]
 - "in order to match other products in use on a particular public improvement either completed or in the course of completion." [PCC section 3400(c)(2)]

- "in order to obtain a necessary item that is only available from one source."
[PCC section 3400(c)(3)]
- "in order to respond to certain emergency situations. [PCC section 3400(c)(4)]

The Downey Unified School District has made a finding and determined that specific items in this bid have been determined to match other products in use at the Community College level. The consistency of those items will allow District students to effectively transition from the K-12 Strong Workforce Program to the Community College program. **The District has listed Haas Automation, Inc. as the only acceptable product for line items 1 through 10 of the bid sheets. Bidders are instructed to bid ONLY the Haas Brand for those items. Other items of the bid sheet may be bid as referenced, or equal.**

45. All equipment proposed in response to this bid must conform to the Safety Orders of the State of California, Division of Industrial Safety and CAL-OSHA regulations in effect at time of bid. All portable power tools and equipment must be provided with three (3) wire grounding type cord and plugs or be double insulated to prevent electric shock. All stationary equipment shall be furnished with magnetic type switches located within easy reach of operator. Material Safety Data Sheets, where applicable, must be furnished under separate cover directly to the Purchasing Department. Failure to furnish said safety data sheets may delay payment of invoices rendered.
46. State sales taxes will be paid by the District and are not to be included in the bidder's quotation unless a space for such tax is shown on the Bid Form. School Districts are exempt from federal excise taxes. Exemption certificates will be furnished upon request.
47. Time of delivery/service is a part of the consideration and must be stated in definite terms at the time of the order and adhered to. Prices quoted shall be F.O.B. destination point(s) specified in the bid. All costs for delivery, fuel, drayage, insurance, freight, or the packing of said items are to be borne by the bidder. **All shipments are to be accompanied by a packing slip and the purchase order number shall appear on all cases and packages, and all shipments must be delivered inside or desktop/classroom. Tailgate deliveries will not be accepted.** Delivery shall be made within 30 days after receipt of a purchase order, unless successful bidder has made arrangements for a longer delivery period. Twenty-four (24) hour notice shall be given to District representative listed on the purchase order prior to any deliveries. When product is ordered, delivered, assembled, and set in place, all shipping material shall be removed from the site.
48. Bidder shall be an independent contractor while engaged in carrying out the terms and conditions of the purchase order and will NOT be considered an officer or agent of the District. The bidder/supplier shall maintain adequate insurance to protect its interest during the term of the contract.
49. Cost for preparing bid response and any other related material is the responsibility of the Bidder and shall not be chargeable in any manner to the District.
50. Bidder expressly warrants that the goods/services covered under this bid are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for

which they are used, and 3) fit for the particular purpose of which they are intended. The supplier, manufacturer, and or/bidder shall guarantee the product or service performed against all defects or failures of materials and workmanship for a minimum period of five (5) years from the actual delivery date.

51. Bidder represents that it has no existing financial interest and will not acquire any such interest, directly or indirectly, which could conflict in any manner or degree with the performance of services required under its own bid and that no person having any such interest shall be subcontracted in connection with this bid, or employed by Bidder.

Bidder will take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into an agreement any and all circumstances existing at such time, which pose a potential conflict of interest.

Failure to comply with the above provisions shall constitute grounds for immediate rejection of the proposal, in addition to whatever remedies the District may have.

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Governing Board of the Downey Unified School District ("District")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to supply all necessary materials, and equipment and furnish all products in accordance with the terms and conditions of the Contract Documents.

PRODUCTS: **Brand-Specific Advanced Manufacturing Equipment and Related Supply Items**

("Product") and will accept in full payment for the Product the following total lump sum amount, all taxes included:

_____ dollars \$ _____
<i>BASE BID, ITEMS 1 THROUGH 4 ONLY.</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), and Total Cost for Unit Prices.</i>

_____ dollars \$ _____
<i>BASE BID, ITEMS 5 THROUGH 10 ONLY.</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), and Total Cost for Unit Prices.</i>

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Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes unit prices in each of the two (2) category areas, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of bidder, subcontractors, and suppliers).
2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents and has contacted the District before bid date to verify the issuance of any clarifying addenda.
3. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
4. The following documents are attached hereto:
 - Non-Collusion Declaration
 - Current Company W-9 Form
5. Receipt and acceptance of the following addenda is hereby acknowledged (if issued):

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

6. Bidder specifically acknowledges and understands that if it is awarded the contract, that it shall perform the Project while complying with all requirements of the Department of Industrial Relations, if required.
7. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
8. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claims Act. It may also be considered fraud and the bidder may be subject to criminal prosecution.

Furthermore, bidder hereby certifies to the District that all representations, certifications, and statements made by bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s) (if applicable):

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No. (if applicable): _____

END OF DOCUMENT

Bid Form Pricing Sheet

ADVANCED MANUFACTURING EQUIPMENT AND SUPPLIES - BRAND AND MODEL SPECIFIC : MINIMILL-EDU

Line Item No.	Description	Model #	Brand	Brand and Model Specific Brand & Model #	Quantity	UOM	Unit Price	Extended Amount
1	MINIMILL-EDU	MINIMILL-EDU	HAAS AUTOMATION, INC	HAAS AUTOMATION, INC MINIMILL-EDU	12	BNDL	\$	\$
2	10-POCKET CAROUSEL TOOL CHANGER	MINIMILL-EDU	HAAS AUTOMATION, INC	HAAS AUTOMATION, INC MINIMILL-EDU	12	EA	\$	\$
3	COOLANT PUMP KIT	MINIMILL-EDU	HAAS AUTOMATION, INC	HAAS AUTOMATION, INC MINIMILL-EDU	12	KIT	\$	\$
4	EDUCATIONAL CONTROL SOFTWARE PACKAGE	MINIMILL-EDU	HAAS AUTOMATION, INC	HAAS AUTOMATION, INC MINIMILL-EDU	12	PKG	\$	\$
TOTAL FOR MINIMILL-EDU - BRAND AND MODEL SPECIFIC (LINE ITEMS 1 - 4)								\$

ADVANCED MANUFACTURING EQUIPMENT AND SUPPLIES - BRAND AND MODEL SPECIFIC : TL-1-EDU

Line Item No.	Description	Model #	Brand	Equivalent Brand & Model #	Quantity	UOM	Unit Price	Extended Amount
5	TL-1-EDU	TL-1-EDU	HAAS AUTOMATION, INC	HAAS AUTOMATION, INC TL-1-EDU	2	BNDL	\$	\$
6	4-STATION TOOL TURRET	TL-1-EDU	HAAS AUTOMATION, INC	HAAS AUTOMATION, INC TL-1-EDU	2	EA	\$	\$
7	COOLANT PUMP KIT	TL-1-EDU	HAAS AUTOMATION, INC	HAAS AUTOMATION, INC TL-1-EDU	2	KIT	\$	\$
8	MANUAL TALLSTOCK, MT4	TL-1-EDU	HAAS AUTOMATION, INC	HAAS AUTOMATION, INC TL-1-EDU	2	EA	\$	\$
9	8" MANUAL 3-JAW CHUCK, A2-5	TL-1-EDU	HAAS AUTOMATION, INC	HAAS AUTOMATION, INC TL-1-EDU	2	EA	\$	\$
10	1.0" ID BORING BAR HOLDER	TL-1-EDU	HAAS AUTOMATION, INC	HAAS AUTOMATION, INC TL-1-EDU	2	EA	\$	\$
TOTAL FOR TL-1-EDU - BRAND SPECIFIC (LINE ITEMS 5 - 10)								\$

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**CERTIFICATION
DOWNEY UNIFIED SCHOOL DISTRICT
(TO BE SUBMITTED WITH BID)**

BID NO. 21/22-13 – PURCHASE OF BRAND-SPECIFIC ADVANCED MANUFACTURING EQUIPMENT AND RELATED SUPPLY ITEMS (HAAS AUTOMATION, INC.)

The prices quoted herein shall remain firm for the period indicated in the bid packet. All orders issued against this bid shall be delivered and invoiced at the fixed cost or less due to decrease in the market for the term of this contract.

Bid prices include all delivery and handling charges. Applicable sales tax to be added by the District to all orders resulting from this bid. Bidder agrees to invoicing terms listed in the bid packet.

All supplies quoted are in accordance with the Instructions to Bidders, General Conditions, Special Conditions (if any), specifications shown and all other documents in this bid package. Quantities are estimates only and do not obligate the District in any way.

A copy of warranty on parts and repairs is attached with bid submittal.
Yes_____ No_____

Bidder will expedite parts as necessary for repairs at no additional cost.
Yes_____ No_____

Bidder can bill against an assigned Purchase Order issued by the Downey Unified School District.
Yes_____ No_____

Bidder has the letter indicating that they are authorized dealers to resell if requested.
Yes_____ No_____

The Bidder understands that, by signing this document, Bidder is certifying that he can perform all components of this contract.

Date:_____ Company:_____

Phone:_____ Address:_____

FAX:_____ City:_____ State:_____ Zip:_____

By:_____
Printed Name Title

Signature

E-Mail
END OF DOCUMENT

SAMPLE PURCHASE AGREEMENT FORM – NOT TO BE SUBMITTED WITH BID
DOWNEY UNIFIED SCHOOL DISTRICT

This Purchase Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2022 by and between the Downey Unified School District, ("District") and _____ ("Vendor"), (individually each a "Party" and together, "Parties").

NOW, THEREFORE, the Parties agree as follows:

- 1. Products.** Vendor shall furnish and deliver equipment, materials, or supplies ("Products") to the site(s) (each a "Site") as further identified in **Exhibit "A"** attached hereto and incorporated herein by this reference in the quantities designated in the bid or purchase order in accordance with the Bid Form and Proposal, specifications, and any samples furnished by the Vendor and accepted by the District.
- 2. Term.** Vendor shall commence providing Products under this Agreement on _____, 2022 through _____, 2022 ("Term"), unless this Agreement is terminated and/or otherwise cancelled prior to that time.

If mutually agreeable, the District reserves the right to renew the Agreement for additional one (1)-year terms, for a period not to exceed four (4) consecutive years total. This renewal is contingent upon competitive pricing and upon all terms and conditions of the original Agreement having been met to the satisfaction of the District. Such renewal will be made by notifying the Vendor, in writing, thirty (30) days prior to the expiration of the Agreement.

- 3. Submittal of Documents.** Vendor shall not commence providing the Products under this Agreement until the Vendor has submitted and the District has approved the certificate(s) and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Workers' Compensation Certification
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	Other: _____

- 4. Compensation.** District agrees to pay Vendor according to the prices in Vendor's Bid Form and Proposal for the Products satisfactorily furnished and delivered pursuant to this Agreement, as such prices are shown on **Exhibit "A"**. Vendor agrees that all costs for delivery, drayage, freight, or the packing of said articles are to be borne by the Vendor.

- 5. Vendor.** The District shall not be responsible for any taxes or surcharges with the exception of sales tax or use taxes where applicable.

5.1. Accounting. Invoices shall be furnished with each delivery and include delivery site, product name, quantity, unit size, and unit price. One (1) copy is to be kept by the Vendor.

- The original invoice must be signed by the individual checking the dropped merchandise the following morning. An invoice signed by the District's

representative or designee is required in order for the invoice to be processed for payment.

- Statements for all goods purchased within a calendar month shall be on an individual Site basis.
- Statements shall be submitted no later than the fifth day following the close of each calendar month.

5.2. Payment. Invoices for purchases at the delivered price are not due and payable until delivery of Product and do not constitute an obligation by the District until the month following the month for which charges accrue. The District shall make every reasonable effort to pay invoices as promptly as regular District fiscal procedures permit. Payment is due thirty (30) days from the date the Product is received and accepted by the District, or thirty (30) days from the date a correct invoice is received by the District office, whichever is later. Vendor will inform the District of any special discounts for payment received with a ten (10) day period.

5.3. Invoices are checked regularly. Any discrepancies in pricing will require a credit for the price discrepancy and the pricing to be corrected, to avoid future errors. Continued negligence in invoicing will result in a \$50.00 fine for each item, in addition to a credit for the price discrepancy of the Products purchased. Ongoing, improper billing may result in termination of the Agreement. Ongoing, unapproved substitution, without cause by manufacturer or nature, is also reason for termination of the Agreement.

5.4. Price adjustments may be allowed to adjust prices upon presentation of suitable proof of a price increase from a manufacturer, processor or grower. A notice shall be sent including proof of any increase thirty (30) days prior to the increase. No increase to the price will be allowed sooner than one hundred eighty (180) calendar days from the date of the Agreement, including thirty (30) calendar days advance written notice. Any change to the price shall be subject to mutual agreement by both Parties.

6. Additional Items. During the Term of this Agreement, as the need for other products arises or new products are developed, the District reserves the right to add items to this Agreement. The price of such items shall be negotiated between the District and the Vendor using a similar mark-up percentage as all other existing/awarded products on the price request and shall be subject to the terms and conditions of this Agreement. Vendors must indicate the actual cost-plus percentage cap/limit, as applicable. Vendor will provide the best pricing available based on type of item and quantity, which shall not exceed the actual cost-plus percentage cap stated on price request response. Evidence and documentation of cost (at invoice price) will be provided by the Vendor upon District's request.

7. Independent Contractor. Vendor, in the performance of this Agreement, shall be and act as an independent contractor. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and

income taxes with respect to Vendor's employees. In the performance of this Agreement as herein contemplated, Vendor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the service, (ii) performing service that is outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the service performed, District being interested only in the results obtained.

8. Performance of Agreement.

8.1. Standard of Care. Vendor represents that Vendor has the qualifications and ability to furnish and deliver the Products as specified, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts. The District shall hold the Vendor responsible for any damage which may be sustained because of failure or neglect of the Vendor to comply with the terms or conditions listed herein with the terms of the Agreement. The District may upon twenty-four (24) hour written notice to the Vendor, cancel the Agreement in its entirety or cancel or rescind on all or any portion of any Agreement resulting from unsatisfactory Products or service or any reason determined to be detrimental to the health and welfare of students and school personnel and to hold the Vendor in default. Failure to furnish all items per the Agreement, in a timely manner, as specified, shall constitute unsatisfactory service.

8.2. Sanitation. All Products shall be produced and handled in accordance with the best sanitary practices. Vendor's employees, equipment, and manufacturing plant shall meet state and county health department requirements to assure clean, sound, and sanitary Products.

8.3. Delivery Time. Vendor shall make deliveries, as requested by the District.

8.4. Inspection of Products Furnished. All Products furnished shall be subject to inspection and rejection by the District for spoilage, defects, or non-compliance with the specifications. Defective items shall be made good by the Vendor, and unsuitable items may be rejected, notwithstanding that such defective items may have been previously overlooked by the District and accepted. If a Product is rejected at time of delivery, a credit is to be issued for the Product or Vendor shall immediately remedy such defect in a manner satisfactory to District. Several notices of Products failing to meet specifications may result in termination of the Agreement.

8.5. Right to Inspect Vendor Facilities. The District reserves the right to inspect the Vendor's facilities during the Term of the Agreement, and if representatives of the District determine after such inspection that Vendor is not capable of performance satisfactory to the District, the Agreement may be terminated by the District.

8.6. Safety and Security. It shall be the responsibility of Vendor to ascertain from, and comply with, the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

8.7. Force Majeure. The performance of this Agreement by either Party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder,

unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the Parties, where any of those factors, circumstances, situations, or conditions or similar ones make it illegal, impossible, inadvisable, or commercially impracticable to perform under the terms of this Agreement. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, for any one or more of the above reasons, by written notice to the other Party.

Neither Party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending Party. Such acts shall include acts for God, fire, flood, earthquake, other natural disaster, strike, lockout, riot, freight embargo, governmental statutes or regulations superimposed after the fact.

9. Ordering. Orders will be placed only via channels approved by the District's Director of Purchasing Services. Orders should not be accepted for items that are not on the price request or unauthorized substitutions. If such unauthorized items are ordered and delivered it will be at the discretion of District's Business Services Department personnel whether payment will be made to the Vendor for such items.

10.Returns. Vendor shall issue credit to the District for all Products returned, including damaged or decaying Products.

11.Non-Conformance to Specifications. If any Product fails to meet specifications, the District may require, within a reasonable time as determined by the District, cash restitution or in-kind replacement, at the District's discretion for the entire lot that failed.

12.Warranty/Quality. Unless a longer warranty is called for or provided elsewhere, the Vendor, manufacturer, or their assigned agents shall guarantee the workmanship, Product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from completion of all obligations described in **Exhibit "A."** All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

13.Audit. Vendor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Vendor transacted under this Agreement. Vendor shall retain these books, records, and systems of account during the Term of this Agreement and any renewals, and for five (5) years thereafter. Vendor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Products covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Vendor and shall conduct audit(s) during Vendor's normal business hours, unless Vendor otherwise consents. Proof of distributor's landing cost (distributor's invoice) will be required upon request, within a two day period, for audit purposes only. Invoices are checked regularly.

14.Termination.

12.1 For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Vendor only for Products satisfactorily provided to the date of termination. Written notice by District shall be sufficient to stop further performance of this Agreement by Vendor. Notice shall be deemed given when received by the Vendor or no later than three (3) days after the day of mailing, whichever is sooner.

12.2 With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

12.2.1 unsatisfactory product or service; or

12.2.2 any reason determined to be detrimental to the health and welfare of students and school personnel; or

12.2.3 material violation of this Agreement by the Vendor; or

12.2.4 any act by Vendor exposing the District to liability to others for personal injury or property damage; or

12.2.5 Vendor is adjudged a bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Products from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the Products pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expenses, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15. Indemnification. To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of, in connection with, as a result of, and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either Party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement

16. Insurance.

14.1 The Vendor shall procure and maintain at all times it performs any portion of the Agreement the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits

14.1.1 Commercial General Liability and Automobile Liability Insurance.

Commercial General Liability Insurance and any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

14.1.2 Workers' Compensation. In accordance with provisions of section 3700 of the Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Agreement.

14.2 Proof of Carriage of Insurance. The Vendor shall not commence performing any portion of the Agreement until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

14.2.1 A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

14.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

14.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

14.2.4 All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

14.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

17.Assignment. The obligations of the Vendor pursuant to this Agreement shall not be assigned by the Vendor without the written consent of the District's Governing Board. Notice is hereby given that the District will not honor any assignment made by Vendor unless the required written consent has been given.

18.Compliance with Laws. Vendor shall observe and comply with all rules and regulations of the Governing Board of the District and all federal, state, and local laws, ordinances and regulations. All Products must conform to the provisions set forth in the federal, state, county, and city laws for their production, handling, processing, marketing, and labeling. Vendor shall give all notices required by any law, ordinance, rule and regulation bearing on providing the Products as indicated or specified. If Vendor provides any Products that are in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Vendor shall bear all costs arising therefrom.

19.Fingerprinting of Employees. Vendor shall submit a fully executed "Fingerprinting/Criminal Background Investigation Certification," a form of which is attached to this Agreement. Although Education Code 45125.2(a)(3) provides an option regarding District surveillance, the District does not provide this as an option to the Vendor. Education Code Section 45125.2 requires entities providing services to the District to ensure the safety of pupils where employees of the entity or subcontractors will have contact with pupils. Therefore, Vendor shall certify that methods are being undertaken to ensure the pupils' safety.

20.Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor 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 Vendor agrees to require like compliance by all of its subcontractor(s).

21.Tobacco-Free Environment. All District sites have been designated as a tobacco-free environments. Smoking and the use of tobacco products is prohibited at all times on all

areas of District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

22.No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23.Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. 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 Products provided or services performed in connection with this Agreement.

24.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, addressed as follows:

District:

Downey Unified School District
ATTN: Darren Purseglove, C.P.M.
Director, Purchasing and Warehouse
11627 Brookshire Avenue
Downey, CA 90241
Phone: 562-469-6531
dpurseglove@dusd.net

Vendor:

[NAME]
ATTN: _____

EMAIL: _____

Any notice personally given or sent by email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

25.Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

26.California 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. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Los Angeles County, California.

27.Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

- 28. Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
- 29. Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.
- 30. Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
- 31. Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
- 32. Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 33. Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
- 34. Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
- 35. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 36. Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

Dated: _____, 2022

Dated: _____, 2022

Downey Unified School District

By: _____

By: _____

Print Name: Christina Aragon

Print Name: _____

Print Title: Associate Supt., Business Svcs.

Print Title: _____

Information regarding Vendor:

Address: _____

Employer Identification Number

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:

____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Vendor to furnish the information requested in this section.

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the Governing Board of the District as follows:

That I am a representative of the Vendor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this Certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions with respect to the Project that is the subject of the Agreement (check all that apply):

- ☐ The Vendor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Vendor's employees who may have contact with District pupils in the course of performing under the Agreement, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ The Vendor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of performing under the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto; and/or
- ☐ Pursuant to Education Code section 45125.2, Vendor has installed or will install, prior to commencement of performing under the Agreement, a physical barrier at the Site, that will limit contact between Vendor's employees and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2, Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's and its subcontractors' employees is:

Name: _____

Title: _____

NOTE: If the Vendor is a sole proprietor, and elects the above option, Vendor must have the above-named employee's fingerprints prepared and submitted by the District, in accordance with Education Code section 45125.1(k). No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District and undertake to prepare and submit Vendor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ The performance of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier shall come in contact with the District pupils, or (ii) Vendor's employees or any subcontractor or supplier will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees, subcontractors, or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor under the Agreement.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this Certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

Vendor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

PERFORMANCE OF AGREEMENT CANNOT BEGIN UNTIL ALL DOCUMENTATION IS SUBMITTED AND FINAL APPROVAL IS RECEIVED.

EXHIBIT "A"

EQUIPMENT/MATERIALS/SUPPLIES

Bid Form Pricing Sheet, Bid #21-22-13
Purchase of Brand-Specific Advanced Manufacturing Equipment
And Related Supply Items (Haas Automation, Inc.)

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I 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.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

By signing the filled-out form, you:

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

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. 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
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.