

HURON VALLEY SCHOOLS
RESPONSE TO REQUEST FOR QUALIFICATION # HV-96269-110923
SUBSTITUTE TEACHERS AND TEMPORARY STAFFING SERVICES

PREPARED BY
NETSYNK INC.
NOVEMBER 22, 2023

TABLE OF CONTENTS**PAGE**

I.	LETTER	
II.	EXECUTIVE SUMMARY	1
III.	OBJECTIVE	2
IV.	SOLUTION	
1.	State Netsynk Inc., qualification relevant experience of Netsynk Inc.	3
2.	Detail Description of Netsynk Inc.	3
3.	Detail recruitment Process to recruit potential candidate	4
4.	Background Check Policy of Netsynk Inc.	13
5.	Key Personnel to coordinate with the client	14
6.	Reservation of Rights	15
7.	Service Specifications	16
8.	Contractor Code of Conduct	17
9.	Purchase Orders	18
10.	Reporting Capabilities	19
11.	Payment Errors	20
12.	Price Assurance	21
V.	PRICING	22
VI.	ATTACHMENT	
1.	Company profile	23
2.	References	24
3.	Assurances and certifications	25
4.	Price assurance certification	26
5.	Disclosure statement – familial relationship	27
6.	Non-collusion affidavit	28
7.	W9 form	29



11-22-2023

Shaw

Huron Valley Schools

2390 South Milford Rd Highland,

MI 48357-4934

shaw@macservcorp.com

SUBJECT: REQUEST FOR PROPOSAL

Dear Shaw,

Huron Valley Schools invites qualified and experienced staffing agencies to submit proposals for providing substitute teachers and temporary staffing services on an as-needed basis. The awarded vendor(s) must provide competitive pricing and quality services for local educational agencies and public-school academies through a consortium agreement. The purpose of this RFQ is to ensure seamless continuity of education and support during absences and staffing gaps.

Based on the Huron Valley Schools request, Netsynk Inc., is excited to provide our response to your proposal for your review and would like to participate in the RFQ process for the Huron Valley Schools.

Our attached proposal shares all the details required. However, if you need any additional information as you consider the options, please let us know. Netsynk Inc. is excited to share our deep interest in participating and eagerly look forward the opportunity to work as your potential partner thereby achieving success together.

Thank you for your time and consideration.

Regards,

Savio Pais

President

Netsynk Inc.

EXECUTIVE SUMMARY

Huron Valley Schools invites qualified and experienced staffing agencies to submit proposals for providing substitute teachers and temporary staffing services on an as-needed basis. The awarded vendor(s) must provide competitive pricing and quality services for local educational agencies and public-school academies through a consortium agreement. The purpose of this RFQ is to ensure seamless continuity of education and support during absences and staffing gaps.

Netsynk Inc., has reviewed the Scope of Services that the Huron Valley Schools mandates for this project and assures that it has a complete understanding of the services requested, by the Huron Valley Schools. Netsynk Inc., looks forward to fulfilling the same with our best available resources and knowledge.

Netsynk Inc., is a leading staffing services company, established in 2019 headquartered in Bolingbrook, IL; providing contingent staffing, contract to hire, permanent and statement of work as service offerings to our client.

Netsynk's systematic plan of recruitment with critical success factors in the form of **"Client centric Model"**, **"Proactive and Reactive Recruitment "**and **"Thorough Background Screening"**, etc are in complete assurance to the fulfilment of our client needs. Further the systems, tools and processes employed by our organization guides us in strategic decision making and tracking the progress of any requirement we take up. Our experienced recruiters can deliver to our clients the "Right Fit" candidates for the desired job title, as per the client requirements. This proposal includes all the unique differentiators of our organization as stated above along with our engagement with the client during the submission in compliance with their laws.

OBJECTIVE

1. State Netsynk Inc., qualification relevant experience of Netsynk Inc.
2. Detail Description of Netsynk Inc.
3. Detail recruitment Process to recruit potential candidate
4. Background Check Policy of Netsynk Inc.
5. Key Personnel to coordinate with the client
6. Reservation of Rights
7. Service Specifications
8. Contractor Code of Conduct
9. Purchase Orders
10. Reporting Capabilities
11. Payment Errors
12. Price Assurance

SOLUTION

1. State Netsynk Inc., qualification relevant experience of Netsynk Inc.

Netsynk, can service our clients in over 50 states (at a national level). We have successfully helped companies to identify, attract, and recruit talented professionals with diverse and niche skill sets. Our experienced recruiters with domain knowledge are not only technically skilled but are also able to source and recruit talent from a huge database pool.

Netsynk can work on high demanding tough skills as and when required by a client. We can help the client during peak demand periods, such as during elections, staffing shortages or vacation of regular employees. This can be done without the commitment of hiring.

Netsynk has almost five years of experience working with top Fortune 1000 clients; supporting their needs. The founders of Netsynk have over 20+ years of experience working with leading staffing companies and supporting clients with high volume and demand. With a strength of over 10+ talent professionals with almost five years of experience in sourcing and recruitment; Netsynk can recruit any tough to find or demanding skills. Netsynk has experience successfully staffing resources as a sub-contractor for an implementation partner, on a government project, specifically on information technology.

2. Detail Description of Netsynk Inc.

Netsynk Inc. is a leading professional staffing services company headquartered in Bolingbrook, IL. Our organization was incorporated in the state of Illinois in the year 2019 and has been in existence for close to five years as a staffing services company. They are certified by Chicago Minority Supplier Diversity Council, an affiliate of NMSDC. Our services to our clients include contract, permanent, executive search and statement of work (SOW) in industries such as Communication, Media, Technology, Manufacturing, Life Sciences, Government, etc. We have provided skills in General Administration, Customer Service, Sales and Marketing, Engineering, Clinical and Technology.

3. Detail recruitment Process to recruit potential candidate

CLIENT CENTRIC MODEL



Fig. 1

There are 2 ways in which we procure candidates for our clients, viz. proactive and reactive.

a. Proactive Recruitment: A proactive team is responsible for sourcing candidates for the future. In other words, these requirements are not published or released to any vendor by the client. However, Netsynk will identify candidates for the future, by reaching out to potential candidates to check their skills and availability. In our opinion, this investment would help create a pool of resources, identified for the future.

b. Reactive Recruitment: This recruitment would be conducted in a reactive manner, which in other words implies only when a requirement is published or released to vendors will Netsynk work on those requirements.

Recruiter profile: The average recruiter at Netsynk employment is almost five years. All recruiters are trained to conduct sourcing and recruitment by following the best recruitment practices.

Recruitment team: Recruitment team has access to a database of 1 million candidates who are available on our Applicant Tracking System (ATS). Netsynk subscribes to premium job portals like Monster, CareerBuilder, and Dice etc. Attendance at networking events and job fairs is another important part of our recruitment process. At any point in time, Netsynk maintains a list of qualified candidates for each position to fill the vacancies which are created either by the termination or resignation of candidates. All these candidates are housed in our ATS.

RECRUITMENT PROCESS

RECRUITMENT PROCESS

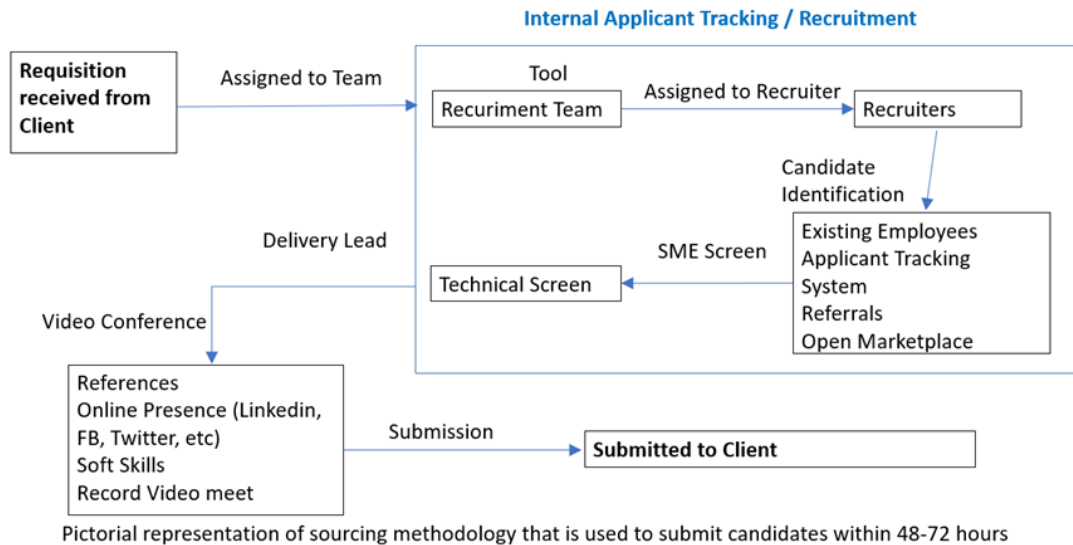


Fig. 2

When the requirement is released or published by the client, Netsynk's recruitment team starts work on the same. A requirement is released to a recruiter working dedicatedly on the client account. The delivery lead briefs the recruiter on how to source and recruit potential candidates for this requirement. The SME/ Delivery Lead prepare a skill evaluation matrix for the recruiter. The recruiter screens a potential candidate and rates the candidate on each of the primary and secondary skills; along with the number of years the candidate has worked with each of those skills. The recruiter conducts a screen to determine if the candidate has the skills and is a fit for the open requirement. Once the candidate clears the screen by the recruiter, the candidate is submitted to the Subject Matter Expert/the Delivery Lead, who conducts another round of screening with the potential candidate. The SME/delivery lead records his ratings in the same skill evaluation matrix (*Refer to Table 1*). The ratings of the recruiter and the SME/ Delivery Lead should match, or the candidate does not clear the screen conducted by the Delivery Lead. This two-tier skill evaluation check helps in providing quality candidates to our clients. All candidates are screened by the Delivery Lead via Microsoft Teams video conferencing. Camera interviews help us to identify the candidate, check his soft skills apart from his technical skills. Two relevant and recent supervisory references are verified. Additionally, the candidate is also checked on their online presence, viz, LinkedIn and Twitter. This process ensures that we submit genuine and quality candidates to our clients. Only after the candidate clears the screen or the interview with SME or Delivery Lead will the candidate be submitted to the client. The client has the right to review resumes and/or applications for employment and/or interview candidates as well as verify that the prospective candidate's worker will be able to provide the required services.

Table 1: Skill Evaluation Matrix

Requirement Name	Client's Mandatory Experience	Client's Overall Ratings (1-10)	Recruiter's Experience	Recruiter's Overall Ratings (1-10)	Team leads Experience Ratings	Team leads overall ratings	Remark's
Candidate identified from							
Name (Match with LinkedIn& resume)							
LinkedIn Profile							
LinkedIn Profile link							
Online presence check (LinkedIn/twitter/FB) Connected with candidate on LinkedIn (Y/N)							
(Full Name Check on LinkedIn (Y/N)							
Profile Picture Check on LinkedIn Does the candidate have icon of client he has worked with on LinkedIn (Y/ N)							
1) LinkedIn							

Profile picture							
2) Recommendation							
3) Connection							
SENIOR – TOTAL EXPERIENCE							
PRIMARY SKILL							
ID (Picture tallies with LinkedIn)							
Language (other than English)							
Work Authorization							

1. LinkedIn Profile is Mandatory
2. At least two of the three conditions of LinkedIn must be met.
3. Primary Skills must be met.
4. LinkedIn profile picture and DL should match.
5. If ID PIC doesn't match with LinkedIn Eliminate
6. Work Authorization

In house Applicant Tracking System (ATS)

Netsynk is focused on utilizing data to internally evaluate our performance. Our in-house ATS, can create reports which indicates performances. These reports also help us to make decisions which enable us to perform or improve our performance. For example:

The Applicant report:

This report generated would help in providing statistics and total number of applicants available for a requirement along with their details.

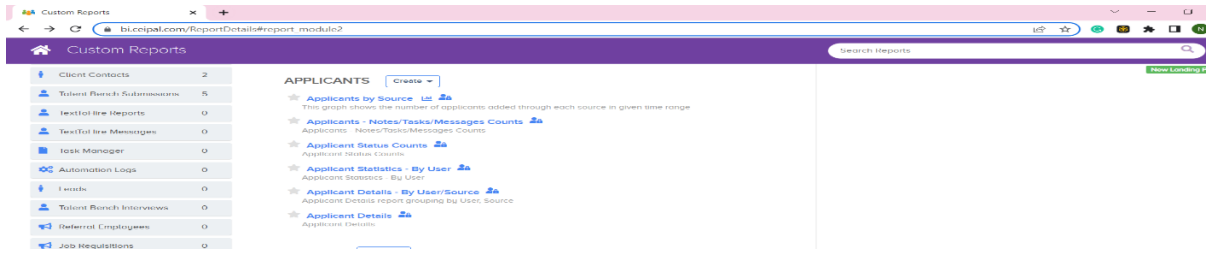


Figure 3(a)

The Interview report:

This report would give a view of interviews schedule with a summary of candidates being interviewed.

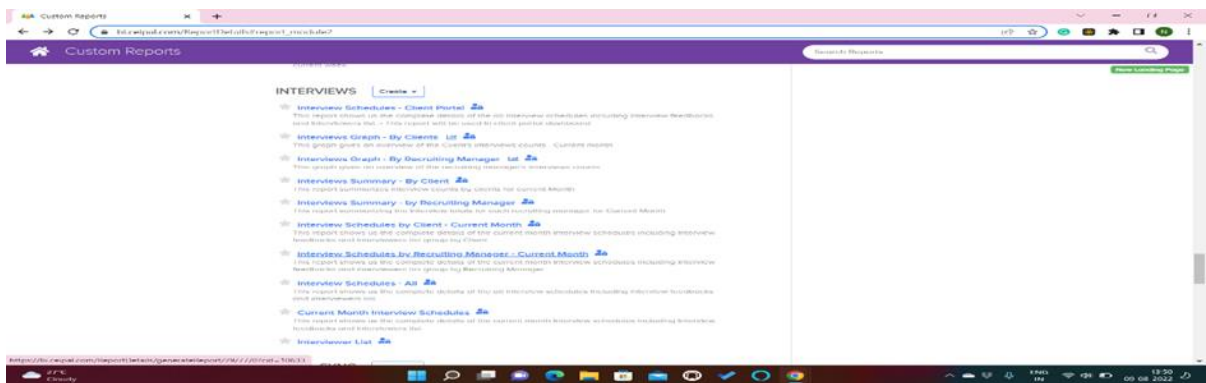


Figure 3(b)

Job Posting Report:

This report indicates active jobs monthly along with clients score card with success rate.

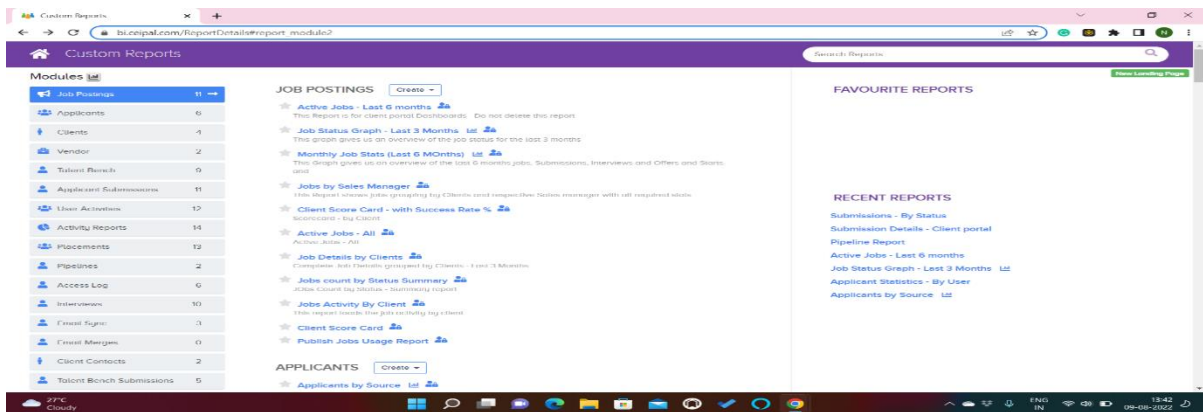


Fig.3(c)

The Placement Report:

A report of all the hires, revenues and terminations

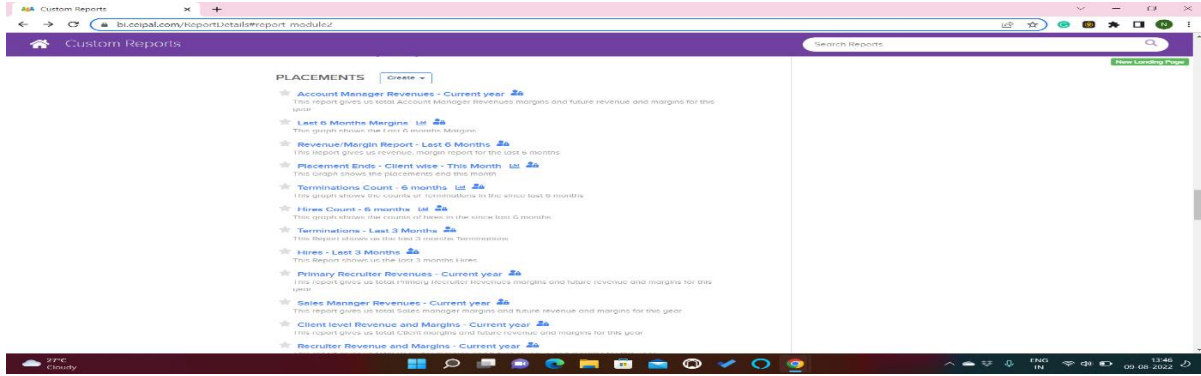


Figure 3(d)

The Activity Report:

Indicates the workload for each recruiter and their activities

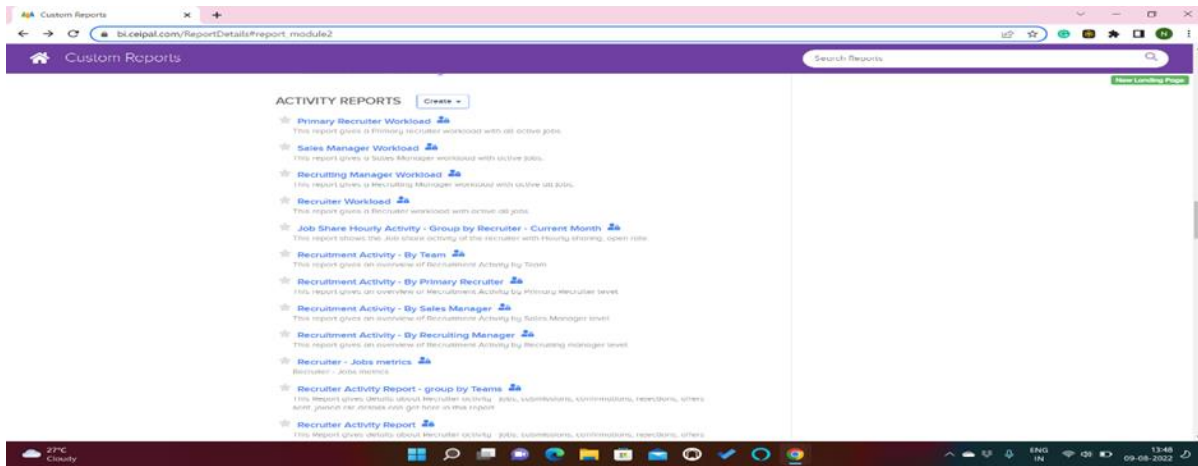


Figure 3(e)

Netsynk believes in transparency and in giving honest updates of their progress at work, therefore the client can ask for any of these reports for their progress track of the contract.

Netsynk has a policy of requesting every candidate to sign the Non-disclosure Agreement and confirming their rates either by meeting them in the physical office or through video conferencing. This is done prior to the submission of candidate's profile.

Governing mechanism to avoid fabricated resumes:

Netsynk has a mechanism in place to avoid false candidates. This is done by following:

1. **Professional references:** Two supervisory references for the last three projects are checked before submission. The dates of employment, quality of work and would the past employee hire the candidate again if an opportunity arises, are some of the questions asked to these references. Based on the feedback provided, a candidate is submitted to the client.

2. *Online presence check:* Resumes are verified by checking them on LinkedIn.

3. *Education check:* All degree certificates are requested for checks which helps us determine when the candidate has graduated.

4. *Valid government ID:* All candidates need to submit a valid government ID (driver's licence, state ID, passport) before being interviewed by our SME/Delivery Lead. This ensures that the person interviewing with us is the same person being submitted to the client.

5. *Video Screens:* We conduct video screens of all candidates. The two-tier check ensures high level quality and genuine candidates. A client can always request for any video screen conducted by us and we can share the same.

6. *Work Authorisation:* Before submitting a candidate to the client, Netsynk checks with the candidate if he/she is authorised to work in United States. Submission to the client:

- A potential candidate, who has cleared Netsynk's screening, is submitted to the client via electronic mail or the client's portal. The following details are submitted:
- The full name of the candidate (*First, middle initials and last name i.e., mentioned on their SSN*)
- Availability to start on the project (*Date and time*)
- Availability to interview (*Date and time*)
- Current location (*City and state*)
- Bill Rate (*hourly rate*)
- LinkedIn profile link (*if any*)
- Highlights of the candidate (*reasons why the candidate is a fit for a requirement*)

The submission email would also have skill evaluation matrix (*Table 1*) attached to it.

Netsynk strongly believes that the client needs to be kept abreast of the various steps during the recruiting cycle (*via sourcing, recruiting, submission to the client, interview, hire, start, and performance review and project completion*). Hence, the candidate's submission email would encompass of the following:

Recruitment steps (*Refer to Table 2*) would indicate where Netsynk has reached for that step along with the person assigned to complete that step, either a Delivery Lead or recruiter.

Table 2

	Recruitment steps	Assigned to	1. What is the frequency of completing the recruitment step? 2. Has this step been completed? (Y/N)
	Sourcing		
I	Brief to Recruiter	DL	
	Create Skill Evaluation Template	DL	
	Identification of Potential Candidates	R	
II	Recruiting	R	
	Recruiter screens candidate	R	
	Screen conducted via Telephone/ video.	R	
	Checks conducted (employment)	R	
	Checks conducted (education)	R	
	Online presence check (LinkedIn/twitter/FB)	R	
	Checks Conducted (work authorization)	R	
	Fills Skill Evaluation Template	R	
	SME or DL screens candidate	DL	
	Fills skill Evaluation Template	DL	
	Screening conducted via Teams.	DL	
	Checks conducted (employment)	DL	
	Checks conducted (education)	DL	
	Checks Conducted (work authorization)	DL	
	If W2 (Rate confirmation/ RTR /NDA) signed	R/DL	
	If vendor company Rate confirmation with employer	R/DL	
	Pre-submission to the client	DL	
	Double-check all documents.	DL	
III	Submission to the client	DL	
	Highlights/ why the candidate is a strong fit.	DL	
	Follow-up with the client on submission	DL	

IV	Interview	DL	
	Pre-interview	DL/ R	
	Interview availability confirmation with the candidate	DL	
	Interview schedule with client and candidate	DL/ R	
	The candidate confirmed the interview. availability	DL/ R	
	DL attendance at the interview to confirmed candidate.	DL	
	Collect Feedback on interview.	DL	
V	Hire	DL	
	Client confirmation via email	DL	
	We confirmed the availability of the candidate	DL	
	Initiated Background check	DL	
	Share Background check every week.	DL	
	Collect MSA, I9, Work order, Cocoa, etc.	DL	
	Collect start date from the client.	DL	
	Client (Laptop. Login credential) collects and share with the candidate.	DL	
	Shared reporting details with the candidate Manager name phone number email start date and time	DL	
	On boarding brief with the candidate (Manger details, atria, client expectation project, Manger's timesheet)	DL	
	Shared start details with the candidate Manager name phone number email start date and time	DL	
VI	Start		
	On the first day of start confirm the candidate started and inform client.	DL	
	informed HR, Timesheet, AP	DL	

	Speak with candidate weekly basis	DL	
VII	Performance review/ customer review Once in three weeks	DL	
	Share feedback with the candidate.	DL	
VII	Project completion/ Post completion	DL	
	Inform candidate of end date	DL	
	Collect laptop return schedule.	DL	
	Check with client receive laptop any other property.	DL	

R= Recruiter

DL= Delivery Lead

4. Background Check Policy of Netsynk Inc.

Prior to engaging in work for the client, Netsynk's employees, regardless of referral status, shall be required to submit to and successfully complete a full state and federal criminal background investigation. The background investigation shall be coordinated by and be conducted by and at the expense of Netsynk. Netsynk will not place an employee to work with the client who has any prior criminal convictions. Netsynk will not refer any applicant that has not cleared the background checks.

Netsynk's HR team are provided training on the background check provided by client and guidelines to follow the same as per the agreement. The HR team meets with the compliance team twice a week to discuss the background check process or any issues met by the background check team.

Netsynk is sensitive to information that is shared by the candidate and hence, maintains the highest level of confidentiality. Only HR team, operation team and senior management have access to this confidential information.

On acceptance of offer, our on boarding team will provide the candidate background check release package. The following checks are conducted viz, social security, criminal (i.e., federal and county level for 7 years), and government watch list. Education checks are conducted to ascertain to highest level attained by the candidate. The employment check for the last 7 years is conducted. A 10-panel drug test is also conducted.

5. Key Personnel to coordinate with the client

Name	Title	Email
Chandni Singh	Team Lead	chandni.s@netsynkinc.com
Rahul Singh	Associate Recruiter	rahulsingh.data1@gmail.com
Parul Yadav	Associate Recruiter	tanuyadav7999@gmail.com



- Coaching,
- Recreation and Education (Lifeguards),
- Recess Aides,
- Childcare Aides

Districts may have employees who report absences to the automated system but will not require a substitute. Some districts may be interested in subcontracting for longer term specialized assignments, such as coaching and other positions, and districts would welcome information regarding Contracting Agency’s interest and ability to provide that service.

Please enter your responses in the “Proposer Response” text boxes provided. There is no requirement or limitation on the number of words for your responses.

1.2.2 Proposer Response:

Please refer Proposal

1.2.3 Requirements

A. General Requirements

Any forms proposed to include as part of any agreement resulting from this request between the Contracting Agency and the districts *must* be submitted as part of the bid. Any forms and contracts not submitted as part of the bid and subsequently presented for inclusion may be rejected by the districts. The requirement includes, but is not limited to, the following types of documents: contracts, licensing agreements, maintenance contracts, and system support agreements.

The Contracting Agency reserves the right to remove substitute teachers or temporary staff at any time for any reason.

The Contracting Agency also reserves the right to hire substitute teachers or temporary staff without penalty to the Contracting Agency, the substitute teachers or temporary staff at any time during the term of the Contract and after.

1.2.3 A. Proposer Response:

Please refer Proposal

B. Contractor Requirements

The Contractor must:

- Have sufficient staffing to provide all client Districts a high substitute teacher fill rate.
- Recruit and provide highly qualified, certified substitute teachers and temporary staff.
- Provide quality and timely customer service to the Contracting Agency staff by quickly returning calls/emails when contacted and maintaining organized paperwork and files.

- Be responsible for the supervision and direction of work performed by its employees.
- Ensure that substitutes and temporary staff are appropriately qualified, certified, and experienced for their assignments.
 - Ensure that teacher and paraprofessional substitutes are adequately trained and prepared for the classroom, including training on legal issues as well as classroom management.
 - Ensure that substitute employees have appropriate permits/certifications, reference checking etc. prior to placement in school/district positions.
- Ensure that substitutes and temporary staff observe the hours, rules, and policies of the Districts while working on District premises.
- Ensure that substitutes and temporary staff shall refrain from smoking or use of tobacco products in any District facility, property, or vehicle. Any person wishing to use tobacco products must leave District property or vehicle to do so. It is illegal to smoke on any school premises in Michigan.
- Ensure that substitutes and temporary staff represent themselves professionally while on District property, including refraining from the use of vulgarities.
- Ensure that substitutes and temporary staff wear proper attire for assignments. The minimum standard of appropriate dress for all District assignments includes full-length pants, or jeans if allowable by the individual district, and appropriate shirts. Clothing shall have no vulgarities or sexually suggestive graphics or alcohol or tobacco advertising.
- Ensure that substitutes and temporary staff interact with District students and staff in the same manner the District expects its employees in a similar role would interact.
- Ensure that substitutes and temporary staff always have appropriate identification.
- Ensure that substitutes and temporary staff at no time be deemed an employee of the District.
- Ensure that substitutes and temporary staff confine their activities to the work site and area(s) designated for their use.
- Be responsible for informing staff that no overtime, travel and/or holiday pay will occur without prior authorization from the educational agency/public-school academy's Project Manager or designee.
- Perform any drug tests or background screenings necessary for position fulfillment as required.
 - Huron Valley Schools requires fingerprinting for background checks and are required to house the fingerprints within the HR department.
- Provide any ADA equipment needed, if applicable.

1.2.3 B. Proposer Response:

Please refer Proposal

C. Procedure

When requesting services, the Contracting Agency will provide the following information:

- Specific Job Type/Title

- Responsibilities & Duties
- Worksite Location & Hours
- Estimated Length of Assignment, if known
- Skills Needed – and any other information pertaining to the selection of staff (if temporary staffing)

After request is received, the Contractor must work with the Contracting Agency to:

- Review resume of proposed staff
- Schedule interviews
- Perform reference checks
- Perform any additional drug tests or background screenings necessary for position fulfillment.

Once a substitute teacher or temporary staff is selected, an “arrival phone call” to the Contracting Agency may be required on the 1st day.

1.2.3 C. Proposer Response:

Please refer Proposal

D. Service Level Agreements (SLA's)

Service Level Agreements for this Contract will be as follows:

- (1) The Contractor must respond to the Contracting Agencies for service(s) within three (3) business days of a request. If the Contractor fails to respond to the request or fails to provide the service(s) requested, the Contracting Agency reserves the right to request services from an alternate source.

A \$100.00 credit will be applied per occurrence, that the Contractor fails to respond within three (3) business days, credits will be applied to the requesting Contracting Agency's next invoice balance.

- (2) Unsatisfactory Performance Removal and Replacement – If an employee is identified as being unsatisfactory and the Contracting Agency reports it to the Contractor, the employee(s) must be removed from their assignment within twelve (12) hours of notice, unless otherwise specified, from their services with the Contracting Agency.

A \$100.00 credit will be applied per occurrence, that the Contractor fails to remove employee(s) within twelve (12) hours of performance removal notice. A \$100.00 credit will be applied for each twelve (12) hour window thereafter.



- If deemed necessary by the Contracting Agency, the Contractor must replace the unsatisfactory employee within two (2) business days after the unsatisfactory performance removal notice.

Please Note: A record must be kept by the Contractor for each substitute teacher and temporary staff who is relieved from service due to unsatisfactory performance. The Contractor may not send resumes for nor place a substitute teacher or temporary staff who has had two (2) valid unsatisfactory performance complaints filed against them. Record(s) for unsatisfactory service must be provided to the Contracting Agency within five (5) business days, if applicable, upon request, and as defined in the Unsatisfactory Performance Report **Section 1.8.2 A.**

1.2.3 D. Proposer Response:

Please refer Proposal

1.3 Product Specifications

1.3.1 Reservation of Rights

Huron Valley Schools will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Huron Valley Schools further reserves the right to waive any irregularity or informality in the RFQu process or any bid, and the right to award to one or multiple vendors. Huron Valley Schools reserves the right to add or delete services from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Huron Valley Schools may use the product or service cost, or the sum of groups of products and/or services, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Huron Valley Schools reserves the right to request additional information from any or all Proposers. Huron Valley Schools also reserves the right to select one or more vendors to award a contract to under this RFQu. In the event a bid is accepted by Huron Valley Schools and the vendor asserts exceptions, special considerations or conditions after acceptance, Huron Valley Schools, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

Please confirm your understanding by checking Yes or No.

Yes No

1.3.2 Competition Promoted

N/A

1.4 Service Specifications

All services furnished must be in conformity with the participating agency requirements and specifications and will be subject to acceptance by the individual customers at delivery. The right is reserved to reject the service at the risk and expense of the vendor.



Please confirm your understanding by checking Yes or No.

Yes No

1.4.1 Contractor Code of Conduct

The purpose of the Huron Valley Schools and its employees is to provide a safe, positive learning environment for the students of the District. In providing that environment it is mandatory that all employees, visitors, and contractors follow certain levels of conduct, dress, and demeanor. This Code of Conduct outlines the expectations of the Huron Valley Schools for persons both contemplating performing work and performing work for Huron Valley Schools in the capacity of a contractor or subcontractor. These rules will become part of the mandatory working conditions of the contract and failure to comply by any contractor, subcontractor, management, employee, or contracted consultant may result in the cancellation of the contract. In general, it is expected that everyone entering a Huron Valley Schools facility, whether a school, support facility, or the surrounding grounds, must dress, act, and talk in a manner that is conducive to the education process of children while assuring their overall safety and security. The following rules have been established to assure that this is done:

Every contractor employee that enters or leaves the building must sign in and out at either the school office or the building engineer's office as designated by the school administrator. This sign-in sheet must record the name, time in and out, the firm, and the signature of the individual.

All contractors shall be furnished by their company a badge or identification that is to be worn while in the building. Such identification shall clearly indicate the individual's name and the name of the firm they are working for.

Prior to the beginning of a job, the contractor shall furnish the building engineer with a list of individuals expected to be on the job, contact persons with phone numbers, and a schedule of the activities to take place.

The contractor shall provide the building engineer with a scope of work and check with him prior to drilling or penetrating any walls, floors, or ceilings.

Each person working in a school building or on school property shall comply with the following:

No drinking or possession of liquor or alcoholic beverages and or possession of any kind of illicit drugs or narcotics.

No use of District facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance, or office equipment.

No smoking or use of any tobacco products anywhere within the building at any time nor outside the school on District property during normal school hours (This is a law and punishable as a civil infraction by local authorities).



A reasonable standard of dress must be followed. Within the educational facilities where students and parents are or can be present, this is to mean clothing or attire must be suitable for the work and must not bear images or writing depicting anything to be construed as obscene in nature or promoting or portraying alcoholic beverages or use, drugs, narcotics, tobacco, or establishments that serve or promote the use of these substances.

There shall be no use of profanity or obscene language or gestures. Language, gestures, or other actions that depict sexual or ethnic harassment or intimidation will not be permitted.

The contractor is responsible for a clean and safe workplace. To that end the following will be adhered to:

All work areas, walkways, and stairs must be kept clear of debris and loosely scattered materials.

Material storage is to be in an area designated by the Building Engineer.

All work areas are to be cleaned by the contractor prior to leaving. Building staff will not be responsible for cleaning work areas.

All trash, debris, and material must be removed from the worksite each day and disposed of off-site. District dumpsters and trash containers are not to be used by contractors for disposal.

All contractor tools and equipment must be kept in good working order, with guards and safety devices in place and working. Defective tools must be taken out of service. District tools and equipment will not be loaned to contractors.

Contractors are to provide and use required protective safety equipment and comply with all local, state, and federal safety laws and regulations.

Contractors are responsible for the reporting of accidents both to the District and their management and to obtain any emergency treatment that may be required.

Upon leaving a jobsite all doors and windows must be locked, secured, or left as they were found prior to beginning the work.

Contractors are to provide their own site safety plan for areas that they are working in.

Contractors are reminded that there may be asbestos insulation in our buildings. They are not to disturb any insulation or enter any areas that contain asbestos containing building materials. If they have any questions, contact the building engineer for direction.

Contractor is not to disable or interfere with any fire or burglary system equipment or telephone lines servicing such equipment. If equipment needs to be removed, relocated, or temporarily disabled, the contractor needs to coordinate this with the building engineer.



The District will not tolerate acts of theft, vandalism, fighting, or abuse of the facilities or activities that threaten the security and safety of the school environment and its students, staff, and employees.

In summary, good judgment must be used to protect the learning environment. **Failure to comply with the above or to exhibit conduct which is deemed not in the best interest of the Huron Valley Schools will be grounds for immediate removal from the building and the project.**

Please confirm your understanding by checking Yes or No.

Yes No

1.5 Service Capabilities

1.5.1 Communication Plan/Contract Management

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger, or acquisition.

1.5.1 Proposer Response:

Please refer Proposal

1.5.2 Primary Account Representative

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.

1.5.2 Proposer Response:

Name	Position/Title	Address, Phone#, Email
Savio Pais	President	info@netsynkinc.com,8482485231
Chandni Singh	Team Lead	chandni.s@netsynkinc.com
Ruqaiya Tousif	Proposal Writer	ruqaiya.t@netsynkinc.com

1.6 Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Huron Valley Schools. Customer inquiries should be responded to within 48 hours or two (2) business days unless it is an emergency issue. Describe your company’s Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.)

1.6 Proposer Response:

Please refer Proposal

1.7 Purchase Orders

Requests for quotes will be initiated by participating entities as specific needs arise. Participating entities will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating entity will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be delivered and billed directly to these institutions.

Please confirm your understanding by checking Yes or No.

- Yes No

1.8 Delivery and Acceptance

The Proposer will be required to quote prices for all known costs for the requested products and services. Proposer should address the following items and costs in their proposal and other item/costs that they are aware of that may not have been requested in this bid.

- Time frames for delivery of service.
- Please give a description and the costs associated with the service models you recommend.
- What is your Ordering procedure and/or process?
- Policies and procedures for an organization accepting a delivery of service.

1.8 Proposer Response:

Please refer Proposal

1.8.1 Delivery Time Frames

If there are services or regions of the state that might require a longer timeframe to fulfill, please denote in your response.

1.8.1 Proposer Response:

Please refer Proposal

1.8.2 Reporting Capabilities

Contractors are required to submit quarterly reports and other reporting documents, as it pertains to this contract.

Please confirm your understanding by checking Yes or No.

- Yes No

A. Unsatisfactory Performance Report

The Contractor must maintain a record of all Unsatisfactory Performance complaints received, including any investigations filed against a Substitute Teacher or Temporary Staff by the Contracting Agency. Reports may include, but are not limited to, the following information:

- Employee Name
- Work Location and Contracting Agency
- Job Title/Classification and Summary of Duties
- Duration of Employment
 - Start Date
 - Initial End Date
 - Date of Termination
- Summary of Unsatisfactory Performance
 - Sighting specific instances (i.e., violation or protocol, procedures, rules/regulations, etc.)
- Summary of Correction Action taken by the Contracting Agency Supervisor

Report information will be provided to the Contractor by the Contracting Agency’s applicable Program Manager(s), and Site Supervisor(s). The Contractor must provide a standardized template to document Unsatisfactory Performance, upon request.

1.8.2 A. Proposer Response:

Please refer Proposal

1.8.3 Payment Errors

The receiving entities have been instructed to process payment documents promptly. Payment documents, however, will be delayed if the products/services fail to comply with specification requirements.

Please confirm your understanding by checking Yes or No.

- Yes No

If “NO” was answered on any items in Section 1 above, please explain:

--

1.9 Management and Staff

Proposer should address the following items in their proposal:

- Project Management of the contract;
- Staff and responsibilities;
- Process and procedures to keep safe and secure facilities;
- Please describe your company’s background check process.

1.9 Proposer Response:

Please refer Proposal

1.10 Orders/Delivery Reporting/Customer Service

1. Generally

Purchase Orders will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications with specific response information required, deliverables, and any special terms and conditions. The contractor will respond directly to the requesting agency within the timeframe specified by the participating agency.

2. Ordering Process Capabilities

Proposers shall identify their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. A state-wide toll-free phone number for phone orders will be required. The Vendor agrees to have internal controls to ensure that authorized individuals place orders.

1.10 Proposer Response:

Please refer Proposal

1.11 Pricing Schedule

1. Price Guarantee

Price Stability Guarantee

For the entire term of the Agreement, the vendor must guarantee to provide the services at the proposed rates outlined in **Attachment B – Pricing**.

2. Bid Pricing

Bid pricing must reflect Net 30 payment terms.

3. Quantity Term

Vendor agrees to supply the services that each customer requires.

4. Rebates and Special Promotional Capabilities

N/A

5. Tax Excluded from Price

(a) Sales Tax: Huron Valley and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Huron Valley and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Huron Valley Schools exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale



is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

1.11 Proposer Response:

Please provide pricing information in Attachment B – Pricing. Please provide any additional comments regarding pricing, promotions and discounts being offered, and information on other cooperative contracts held by respondent in the response box below.

Please refer Pricing Sheet

1.12 Price Assurance

The awarded vendor agrees to provide pricing to Huron Valley Schools and its participating entities ensuring the lowest pricing available. If awarded vendor has existing cooperative contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.

Please confirm your understanding by checking Yes or No.

Yes

No



2.1 Company Profile

Official Name of Bidder: Netsynk Inc.		Type of Entity/Organization (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____
Street Address: 1895 Apple Valley Road		
City: Bolingbrook		
State: Illinois	Zip Code: 60490	
Website: www.netsynkinc.com		
Primary Contact Name: Savio Pais		
Primary Contact Phone Number: 8482485231		
Primary Contact Email Address: info@netsynkinc.com		
Dunn & Bradstreet (D&B) Number (if applicable): 151878100		
Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established: Please refer Proposal		
Signature: <i>Savio Pais</i>		
Name and Title of Signer: Savio Pais, President		
Date: 11/22/2023		

Please include a current copy of a W-9 with your proposal.

2.2 References

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 5 years.

Entity Name: Publicis Sapient	
Contact Name: Mahesh Naik	Title:
City:	State:
Phone Number: 6026289977	Years Serviced: Ongoing
Description of Services: Salesforce	
Annual Volume:	

Entity Name: Publicis Sapient	
Contact Name: Melissia Cohen	Title:
City:	State:
Phone Number: +16472418250	Years Serviced: Ongoing
Description of Services: Salesforce	
Annual Volume:	

Entity Name: Civil EngineeringProfessional	
Contact Name: Najim Heidari	Title:
City:	State:
Phone NumberMain: (608) 960-7646 I C: (608) 215-2606	Years Serviced: Ongoing
Description of Services: Engineering	
Annual Volume:	



Attachment B – Pricing

Company Name: Netsynk Inc.

Pricing for Contract Base Years 1 - 3						
	Rate of Pay		Billable Rate		Mark-up%	
	Full Day	Half Day	Full Day	Half Day	Full Day	Half Day
1. Substitute Teachers	\$ 26/hour	\$ 13/hour	\$19.38/hour	\$ 10/hour	25%	12%
2. Coaching	\$ 31/hour	\$ 16/hour	\$ 23/hour	\$ 12/hour	30%	15%
3. Childcare Aides	\$ 26/hour	\$ 13/hour	\$ 19/hour	\$ 10/hour	25%	12%
4. Recess Aides	\$ 18/hour	\$ 9/hour	\$ 13.13/hour	\$ 7/hour	17%	8%
5. Recreation and Education (Lifeguards)	\$ 23-34/hour	\$ 12-17/hour	\$ 17-25/hour	\$ 9-13/hour	22-33%	11-16%
6. Paraprofessionals	\$ 25/hour	\$ 13/hour	\$ 18.20/hour	\$ 9/hour	24%	12%
7. Clerical Staff	\$ 22/hour	\$ 11/hour	\$ 16.46/hour	\$ 8/hour	21%	10%
8. Janitorial Services	\$ 20-26/hour	\$ 10-13/hour	\$ 15-19/hour	\$ 8-10/hour	19-25%	9-12%
9. Food Services						
a. Kitchen Staff	\$ 23/hour	\$ 12/hour	\$ 16.85/hour	\$ 8.4/hour	22%	11%
b. Lunch Aides	\$ 19/hour	\$ 10/hour	\$ 14.06/hour	\$ 7/hour	18%	9%
c. Other	\$ 24/hour	\$ 12/hour	\$ 18/hour	\$ 9/hour	23%	11%
10. Transportation Services	\$ 29/hour	\$ 15/hour	\$ 21.83/hour	\$ 11/hour	28%	14%
11. General Maintenance & Labor Services	\$ 28/hour	\$ 14/hour	\$ 20.57/hour	\$ 10.2/hour	27%	13%



MAC

NON-COLLUSION AFFIDAVIT

ILLINOIS
STATE OF ~~MICHIGAN~~)
)
[NAME OF COUNTY])
Will

ss:

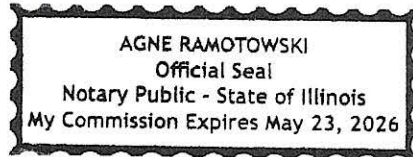
The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to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

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

Netsynk Inc.
Bidder (Firm)
Signature of Bidder or Agent *[Signature]*

Subscribed and sworn to before me this 30th day of November, 2023
My commission expires: May 23rd, 2026
County of residence: Will

Agne Ramotowski
Notary Public Signature



Seal

(Return this completed form with bid package)



MAC

2.4 DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Huron Valley Schools Board of Education or the Huron Valley Schools District Superintendent must be accompanied with the bid. Bids without this disclosure statement will not be accepted.

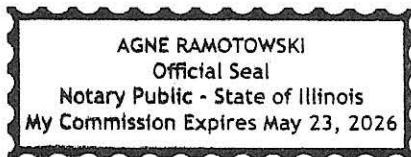
The members of the Huron Valley Schools Board of Education are listed on the following website: <https://www.hvs.org/page/board-of-education>

Dr. Paul Salah is Huron Valley Schools' Superintendent.

The Following are the familial relationships:

There are none.

Vendor Signature:	<i>[Signature]</i>
Date:	11/22/2023 30



Notary	
State of	Illinois
County of	Will
Sworn to and subscribed before me, a notary public in and for the above state and county, on this 30 th day of November, 20 23.	
Notary Public	<i>[Signature]</i>
My commission expires:	May 23 rd , 2026

2.3 Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

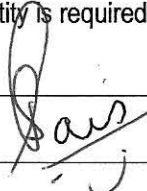
The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education (MDE).

Assurance Regarding Access to Records and Financial Statements

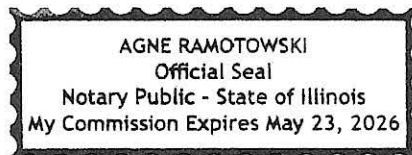
The applicant hereby assures that it will provide the pass-through entity, i.e., the Huron Valley Schools, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F, and Compliance Supplement for the U.S. Department of Education.

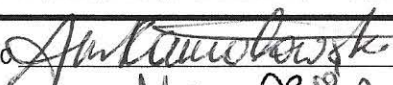
Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Huron Valley Schools as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:	
Date:	11/22/2023

30



Notary	
State of	Illinois
County of	Will
Sworn to and subscribed before me, a notary public, in and for the above state and county, on this 30th day of November, 2023.	
Notary Public	
My commission expires:	May 23 rd , 2026



MAC

Price Assurance Certification

The awarded vendor agrees to provide pricing to Huron Valley Schools and HVS/MAC cooperative participating entities ensuring the lowest pricing available. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Huron Valley Schools following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.

Vendor	
Firm Name:	Netsynk Inc.
Authorized Representative Signature:	
Authorized Representative Name (printed):	Savio Pais
Date:	11/22/2023 30.

NON-COLLUSION AFFIDAVIT

ILLINOIS
STATE OF ~~MICHIGAN~~)
)
[NAME OF COUNTY])
Will

ss:

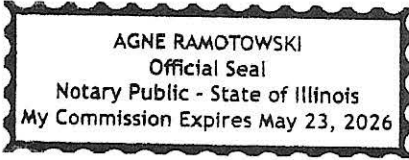
The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to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

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

Netsynk Inc.
Bidder (Firm)
[Signature]
Signature of Bidder or Agent

Subscribed and sworn to before me this 30th day of November, 2023
My commission expires: May 23rd, 2026
County of residence: Will

[Signature]
Notary Public Signature



Seal

(Return this completed form with bid package)

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Savio Pais	
	2 Business name/disregarded entity name, if different from above Netsynk Inc	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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.) 1895 Apple Valley Rd	Requester's name and address (optional)
	6 City, state, and ZIP code Bolingbrook, IL 60490	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number									
or									
Employer identification number									
8	4	-	2	3	9	5	7	4	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ <i>Savio Pais</i>	Date ▶ 12/15/2022
------------------	--	-------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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 persons 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 Publication 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 28% 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 Part II instructions on page 3 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* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

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* on page 3 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, list first, and then circle, the name of the person or entity whose number you entered in Part I of 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 in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in 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.

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. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), 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 the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local 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. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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 items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. 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:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. 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* on page 2.

*Note. 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 Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system 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 contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov 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.