



## Buckeye Elementary School District No. 33 Request for Qualifications

Date: August 07, 2017

IFB No. 17-003  
Material and/or Service: Job Order Contracting – General Contractors

RFQ Due Date: **August 22, 2017** Time: 2:30 p.m., Local Time

Opening Location: Buckeye Elementary School District No. 33  
Purchasing Department  
25555 W Durango St.  
Buckeye, AZ 85326

In accordance with the Arizona Department of Education School District Procurement Rules in the Arizona Administrative Code (A.A.C.) pursuant to R7-2-1001 thru R7-2-1195, promulgated by the State Board of Education pursuant to A.R.S. 15-213, Request for Qualifications for the material or services specified will be received by the **Buckeye Elementary School District No.33**, at the above specified location, until the time and date cited. Qualifications received by the correct time and date shall be opened and the offerors submitting shall be publicly read. All other information contained in the solicitation shall remain confidential until award is made. **If you need directions to our office**, please call **(623) 925-3400**.

Qualifications shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. **Late qualifications shall not be considered.**

Qualifications must be submitted in a sealed envelope with the Request for Qualification number and Offerors name and address clearly indicated on the outer most envelope. All qualifications must be written legibly in ink or typewritten. Additional instructions for preparing a qualification are provided herein.

**OFFEROR'S ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Questions regarding this Request for Qualifications should be directed to:

**Bobby Williams, Finance and Procurement Coordinator**

**Phone (623) 925-3413**

**Email: [purchasing@besd33.org](mailto:purchasing@besd33.org)**

A handwritten signature in cursive script that reads "Nate Bowler".

Nate Bowler  
Business Manager

**This Solicitation is being done by the Buckeye Elementary School District No. 33 as a member of the Strategic Alliance for Volume Expenditures "SAVE". While this Proposal is for the Buckeye Elementary School District No. 33, other public entities have expressed interest in utilizing the resulting contracts. School District Procurement Rules A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental procurements. Any contract resulting from this solicitation shall be for the use of the consortium members. In order to participate in any resultant contract, a public entity must have entered into a cooperative purchasing agreement with the consortium. No volume is implied or guaranteed. Members of "SAVE", a group of schools/public entities have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. On the following pages is a list of current members in the Consortium who potentially may wish to utilize this contract. Other public entities in Arizona may be added during the term of the contract by SAVE with the approval of the lead public entity and the contract vendor. The estimated volume of purchases by other public entities within SAVE have been taken into consideration by the lead public entity and all other public entities that are not members of the SAVE are prohibited from using the contract.**

### **Survey Results**

**Tentative 2017/2018 SAVE member expenditures**

**Chandler Unified School District # 80 - \$500,000**

**West-Mec District # 402 - \$350,000**

**Balsz Elementary School District # 31 - \$500,000**

**Glendale Elementary School District # 40 - \$500,000**

**Tolleson Union High School # 214 - \$3,000,000**

**Liberty Elementary School District # 25 - \$75,000**

**Litchfield Elementary School District # 79 - \$75,000**

**Strategic Alliance for Volume Expenditures**  
**S.A.V.E. --- Cooperative Purchasing Agreements**

The following agencies have signed the Cooperative Purchasing Agreement with the S.A.V.E. association as **February 11, 2017.**

**Municipalities**

City of Apache Junction  
City of Avondale  
City of Benson  
City of Bisbee  
City of Bullhead City  
City of Casa Grande  
City of Chandler  
City of Cottonwood  
City of Douglas  
City of El Mirage  
City of Eloy  
City of Flagstaff  
City of Glendale  
City of Goodyear  
City of Kingman  
City of Maricopa  
City of Mesa City  
of Nogales  
City of Page  
City of Peoria  
City of Phoenix  
City of Prescott  
City of Safford  
City of San Luis  
City of Scottsdale  
City of Sedona  
City of Sierra Vista  
City of Somerton  
City of Surprise  
City of Tempe  
City of Tolleson  
City of Tucson  
City of Willcox  
City of Winslow  
City of Yuma  
Lake Havasu City  
Town of Buckeye  
Town of Camp Verde  
Town of Cave Creek  
Town of Chino Valley  
Town of Clifton  
Town of Florence  
Town of Fountain Hills  
Town of Gila Bend  
Town of Gilbert  
Town of Marana  
Town of Miami  
Town of Oro Valley  
Town of Paradise Valley  
Town of Prescott Valley  
Town of Queen Creek  
Town of Sahuarita  
Town of Superior  
Town of Wickenburg

**Counties**

Apache County  
Cochise County  
Coconino County  
Gila County  
Graham County  
La Paz County  
Maricopa County  
Mohave County  
Navajo County  
Pima County  
Pinal County  
Santa Cruz County  
Yavapai County  
Yuma County

**Higher Education / Technology Districts**

Arizona State University  
Arizona Western College  
Central Arizona College  
Central Arizona Valley Institute of Technology (CAVIT)  
Cobré Valley Institute of Technology (CVIT)  
Cochise County Community College District  
Coconino County Community College District  
Diné College  
East Valley Institute of Technology (EVIT)  
Gila Institute for Technology, a Joint Technology  
Education District (JTED)  
Graham County Community College District  
Maricopa Community College District  
MidWestern University (Glendale campus)  
Mohave Community College  
Mountain Institute JTED  
Northeast AZ Tech Institute of Voc Ed  
Northern Arizona University  
Pima Association of Governments (PAG)  
Pima Community College  
Pima County Joint Technology District #11 (JTED)  
Pima Prevention Partnership dba Pima Partnership  
Academy, Pima Partnership High School &  
Phoenix Collegiate High School  
University of Arizona  
Western Arizona Vocational Educ (W.A.V.E.),  
a Joint Technology Education District #50  
Yavapai College

**Political Agencies**

Arizona School for the Deaf and the Blind  
Arizona Supreme Court  
Central Arizona Project  
Housing Authority of Maricopa County  
Maricopa Association of Governments  
Maricopa Integrated Health System  
Regional Transportation Authority (RTA)  
Superior Court of Arizona, Maricopa County  
Tucson Airport Authority

Valley Metro Regional Public Transit Authority  
Phoenix-Mesa Gateway Airport Authority

**Fire Districts**

Central Yavapai Fire District  
Drexel Heights Fire District  
Fire District of Sun City West  
Mt. Lemmon Fire District  
Northwest Fire District  
Superstition Mtn Community Facilities District  
Sun City West Fire District

**Misc. Agencies**

Central Arizona Water Conservation District (CAWCD)  
North Country Community Health Center  
Pima County School Reserve Fund

**School Districts**

Agua Fria Union High School District # 216  
Ajo Unified School District #15  
Alhambra Elementary School District # 68  
Altar Valley School District #51  
Amphitheater Unified School District #10  
Antelope Union High School #50  
Apache Junction Unified School District # 43  
Arlington Elementary School District #47  
Ash Fork Joint Unified School District  
Avondale Elementary School District #44  
Balsz Elementary School District #31  
Beaver Creek School District #26  
Benson Unified School District #9  
Bisbee Unified School District #2  
Blue Ridge Unified School District #32  
Bonita School District #6  
Bouse Elementary School District  
Buckeye Elementary School District #33  
Buckeye Union High School District #201  
Bullhead City Elementary School District #15  
Camp Verde Unified School District #28  
Cartwright Elementary School District #83  
Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School District  
Casa Grande Union High School District  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93  
Cedar Unified School District #25  
Chandler Unified School District # 80  
Chinle Unified School District #24  
Chino Valley Unified School District #51  
Clarkdale-Jerome School District #3  
Coconino County Regional Accommodation District #99  
Colorado River Union High School District  
Concho Elementary School District #6  
Continental Elementary School District #39  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School District #6  
Crane Elementary School District # 13  
Creighton School District #14  
Deer Valley Unified School District #97  
Double Adobe Elementary School District #45  
Douglas Unified School District #27  
Duncan Unified School District

Dysart Unified School District # 89  
Eloy Elementary School District #11  
Elfrida Elementary School District #12  
Flagstaff Unified School District # 1  
Florence Unified School District # 1  
Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District  
Fort Thomas Unified School District #7  
Fountain Hills Unified School District #98  
Fowler Elementary School District #45  
Gadsden Elementary School District # 32  
Ganado Unified School District #20  
Gila Bend Unified Schools  
Gilbert Unified School District #41  
Glendale Elementary School District #40  
Glendale Union High School District  
Globe Unified School District #1  
Grand Canyon Unified School District #4  
Hackberry Elementary School District #3  
Heber-Overgaard Unified School District #6  
Higley Unified School District #60  
Holbrook Unified School District #3  
Horizon Community Learning Center / Horizon  
Charter School  
Humboldt Unified School District #22  
Hyder Elementary School District #6  
Indian Oasis-Baboquivari School District #40  
Isaac Elementary School District # 5  
J.O. Combs Elementary School District #44  
Joseph City Unified School District #2  
Kayenta Unified School District #27  
Kin Dah Lichi'l' Olta, Inc.  
Kingman Unified School District #20  
Kyrene Elementary School District #28  
Lake Havasu Unified School District # 1  
Laveen Elementary School District #59  
Liberty Elementary School District #25  
Litchfield Elementary School District #79  
Littlefield Unified School District #9  
Littleton Elementary School District #65  
Madison Elementary School District #38  
Maine Consolidated School District  
Mammoth-San Manuel Unified School District #8  
Marana Unified School District #6  
Maricopa Regional School District #509  
Maricopa Unified School District  
Mary C. O'Brien ASD  
Mayer Unified School District #43  
Mesa Unified School District # 4  
Miami Unified School District #40  
Mingus Union High School District #4  
Mobile Elementary School District #86  
Mohave Valley Elementary School District #16  
Mohawk Valley School District # 17  
Morenci Unified School District #18  
Morristown Elementary School District #75  
Murphy Elementary School District #21  
Naco Unified School District #9  
Nadaburg Elementary District #81  
Nogales Unified School District # 1  
Osborn Elementary School District #8  
Page Unified School District #8

Palominas Elementary School District #49  
Palo Verde Elementary School District #49  
Paradise Valley Unified School District #69  
Parker Unified School District #27  
Patagonia Elementary School District #6  
Patagonia Union High School District #92  
Payson Unified School District #10  
Peach Springs Unified School District #8  
Pendergast School District #92  
Peoria Unified School District #11  
Phoenix Elementary School District # 1  
Phoenix Union High School District #210  
Picacho Elementary School District #33  
Pima Unified School District #6  
Pine Strawberry Elementary School District #12  
Pinon Unified School District #4  
Pomerene Elementary School District #64  
Prescott Unified School District #1  
Quartzsite Elementary School District #4  
Queen Creek Unified School District # 95  
Ray Unified School District #3  
Red Mesa Unified School District #27  
Riverside Elementary School District #2  
Roosevelt Elementary School District # 66  
Round Valley Unified School District #10  
Sacaton Elementary School District #18  
Saddle Mountain Unified School District #90  
Safford Unified School District #1  
Sahuarita Unified School District #30  
San Carlos Unified School District #20  
Sanders Unified School District #18  
San Simon Unified School District #18  
Santa Cruz Valley Unified School District #35  
Santa Cruz Valley Union High School District #840  
Scottsdale Unified School District # 48  
Sedona-Oak Creek Unified School District #9  
Seligman Unified School District #40  
Sentinel Elementary School District #71

Shonto Preparatory Schools  
Show Low Unified School District #10  
Sierra Vista Unified School District # 68  
Snowflake Unified School District #5  
Somerton Elementary School District #11  
Stanfield Elementary School District #24  
St. David Unified School District #21  
St. Johns Unified School District  
Sunnyside Unified School District #12  
Superior Unified School District #15  
Tanque Verde Unified School District #13  
Tempe Elementary School District # 3  
Tempe Union High School District # 213  
Thatcher Unified Schools  
Toltec Elementary School District #22  
Tolleson Elementary School District #17  
Tolleson Union High School District # 214  
Tombstone Unified School District #1  
Tuba City Unified School District #15  
Tucson Unified School District  
Union Elementary School District #62  
Vail Unified School District #20  
Valley Union High School District #22  
Vernon Elementary School District  
Washington Elementary School District # 6  
Wellton Elementary School District #24  
West-MEC District #402  
Whiteriver Unified School District #20  
Wickenburg Unified School District #9  
Willcox Unified School District  
Williams Unified School District #2  
Wilson Elementary School District #7  
Window Rock Unified School District #8  
Winslow Unified School District #1  
Young Public School District  
Yuma Elementary School District # 1  
Yuma Union High School District # 70

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**DOCUMENTS REFERENCED:**

You may access a copy of the documents referenced within this proposal at the following web addresses:

Arizona Revised Statutes (A.R.S.) is available at  
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at  
[http://www.azsos.gov/public\\_services/Title\\_07/7-02.htm](http://www.azsos.gov/public_services/Title_07/7-02.htm)

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at  
<http://ftp.fedworld.gov/pub/irs-pdf/fw9.pdf>

U.S. Department of Labor's Immigration and Control Act – Form I-9 is available at  
[www.uscis.gov](http://www.uscis.gov)



**“NO QUALIFICATION” RESPONSE  
FORM**  
Job Order Contracting – General Contractors  
RFQ #17-003

**Buckeye Elementary  
School District No. 33  
Procurement Department  
25555 W. Durango St.  
Buckeye, AZ 85326**

**Material and/or Service: Job Order Contracting – General Contractors  
RFQ # 17-003**

Offerors not responding to this solicitation are asked to complete this form. Please return this form **ONLY** to the address listed above, fax to (623) 386-4471 or email to [purchasing@besd33.org](mailto:purchasing@besd33.org)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Reason for NO QUALIFICATION RESPONSE:**

- Do not handle product/service
- Unable to respond due to current staff availability and/or business conditions
- Insufficient time
- Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

\_\_\_\_\_

Other: \_\_\_\_\_

This NO QUALIFICATION response is authorized by: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Title \_\_\_\_\_

**Please check one:**

- Retain our company on the mailing list for future solicitations.
- Please remove our company from the mailing list for this commodity or service

## DEFINITION OF TERMS

A Complete list of definitions can be found in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

**“Attachment”** means any item the Solicitation requires the Offeror to submit as part of the submittal.

**“Contract”** means the combination of the Solicitation, including the Special Instructions to Offeror, Special Terms and Conditions, and the Specifications and Statement or Scope of Work/Services; and any Solicitation Amendments (Addenda) or Contract Amendments; Purchase Orders and any terms applied by law.

**Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

**“Contractor”** means any person who has a contract with the School District/public entity.

**“Cost”** means the aggregate cost of all materials and services, including labor performed by force account.

**“Days”** means calendar days and shall be computed pursuant to A.R.S. 1-243 unless otherwise specified.

**“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

**“Governing Body”** means group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc. which has the authority to make fiduciary decisions for a Member organization.

**“Gratuity”** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value present or promised, unless consideration of substantially equal or greater value is received.

**“Materials”** means all property, including equipment, supplies. Printing, insurance and leases or property but does not include land, a permanent interest in land or real property or leasing space.

**“Member”** Any entity part of (S.A.V.E.) Strategic Alliance for Volume Expenditures

**“Offer”** means a response to a Request for Qualifications.

**“Offeror”** means a person submitting an offer in response to a Request for Qualifications.

**“Person”** means any corporation, business, individual, union, committee, club other organization or group of individuals.

**“Responsible Offeror”** means a person what at the time of contract award has the capability to perform the Contract requirements with the integrity which will assure good faith performance.

**“Responsive Offeror”** means a person who submits a Qualification or proposal which conforms in all material respects to the Invitation for Qualifications or Request for Proposals.

**“Services”** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.



**“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.

**“Solicitation”** means an Invitation for Qualifications (IFB), a Request for Proposals (IFB), or a Request for Quotations (RFQ).

**“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

**“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.

**“School District/Public Entity”** means the School District/public entity that executes the contract.

## UNIFORM INSTRUCTIONS TO OFFERERS

### 1. Inquiries

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its submittal for accuracy before submitting the Qualification. Lack of care in preparing a Request for Qualification shall not be grounds for withdrawing the submittal after the due date and time nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry since it may then be identified as a submittal and not be opened until after the Qualification due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Qualification due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to its inquiries.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Qualification Conference. If a pre-Qualification conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.
- I. Submittal Opening. Submittals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read at this time. All Offers, any modifications and other information received in response to the Request for Qualifications shall only be shown to authorized District personnel having a legitimate interest in the evaluation. After contract award, the Submittals and evaluation documents shall be open for public inspection.
- J. Time Stamp. Submittals will be time stamped when received. They will be accepted up

to but no later than the time indicated in the Request for Qualifications (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his Submittal deposited on time at the place specified.

## 2. Submittal Preparation

- A. Forms: No Facsimile or Telegraphic Offers. A response shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. A response must be typed or in ink. Erasures, interlineations or other modifications in the submittal must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Qualifications have been opened except as otherwise provided under R7-2-1030.
- C. Signature(s) on Qualifications. The Offer and Contract Acceptance document within the Solicitation should be submitted with an original ink signature by the person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Qualification and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Offer may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer. No exceptions included in the Offer shall become part of the resulting Contract unless agreed and accepted to by the District.
- E. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- F. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be signed with an original signature by the person signing the Qualification, and shall be submitted no later than the Qualification due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Qualification.
- G. Taxes.
  - 1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.
  - 2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes

in Arizona include State, County and City taxes.

3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.
  4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the District's location if separately stated on the invoice.
  5. **Payment of Taxes** – The District is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection of such taxes and shall forward all taxes to the proper revenue office.
- H. Provision of Tax Identification Numbers. Offeror's are required to provide their Arizona Transaction Privilege Tax number and/or Federal Employer Identification number, if applicable, in the space provided on the Offer and Acceptance Form.
- I. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerers do not indicate taxes on a separate item in the Qualification, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.
- J. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, and any subsequent contracts the following shall prevail in the order set forth below:
1. Addenda/Amendments;
  2. Special Terms and Conditions;
  3. Uniform General Terms and Conditions;
  4. Statement of Scope of Work;
  5. Specifications;
  6. Attachments;
  7. Exhibits;
  8. Special Instructions to Offerers; and
  9. Uniform Instructions to Offerers
- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the District. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. **Submission of Qualification**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Request for Qualification and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the outer most envelope or package.
- B. Electronic Submission. If determined by the District that electronic submission of Qualifications is advantageous, the District will include the electronic submission requirements as well as if the electronic submission is mandatory or optional in the Special Instructions, Terms and Conditions section of the solicitation. Unless otherwise instructed, a facsimile or electronically submitted response shall be rejected.
- C. Qualification Amendment or Withdrawal. An Offeror may modify or withdraw a Offer in writing at any time before the Qualifications opening if the modification or withdrawal is received before the Qualification due date and time at the location designated in the Solicitation. A Qualification may not be amended or withdrawn after the Qualification due date and time except as otherwise provided under R7-2-1044.
- D. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/public entity. Qualifications shall be open to public inspection after Contract award, except for such Qualifications deemed to be confidential by the School District/public entity pursuant to R7-2-1006.
- E. If Offeror believes that its Qualification contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising the District of this fact shall accompany the Qualification, and the information shall be identified wherever it appears. Requests to deem the entire Qualification as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this section. The School District/public entity shall make a determination on whether the stamped information is confidential pursuant to the School District/public entity's Procurement Code.
- F. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
  - 1. The Prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Offer for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - 2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, Executive Order 99-04, 2000-4 and A.R.S. §41-1461 through 1465; and
  - 3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), A.R.S. §41-4401 and §23-214, and all other Federal immigration laws and regulations related to the immigration status of its

employees which require compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Qualification. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law; and
5. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or District; and
6. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of the District, a Member of Congress, an officer of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant. Loan or cooperative agreement; and
7. In accordance with A.R.S. §35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
8. It is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

#### 4. **Additional Information**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous Offer.
- C. Late Offers, Modifications or Withdrawals. An Offer, Modification or Withdrawal submitted after the exact Qualifications due date and exact time shall not be considered except under circumstances set forth in R7-2-1044.
- D. Disqualification. The Qualification of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90).

- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
  - 1. Waive any minor informality;
  - 2. Reject any and all Offers or portions thereof; or
  - 3. Cancel a solicitation.

5. **Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, by an incremental award, by region, by location or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. The award will be limited to the least number of Offerors that the District determines is necessary to meet the needs of the District.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

6. **Protests**

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the District Representative, Nate Bowler, Business Manager.

- A. A protest shall include:
  - 1. The name, addresses, and telephone number of the interested party;
  - 2. The signature of the interested party or the interested parties representative;
  - 3. Identification of the purchasing agency and the Solicitation or Contract number;
  - 4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - 5. The form of relief requested.
  - 6. The interested party shall supply promptly any other information requested by the District Representative.
- B. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- C. In cases other than those covered in Section B on this section, the protesting party shall file the protest within 10 days after the District makes the procurement file available for public inspection.

- D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the Districts Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the District that resulted in the interested party being unable to file the protest within the 10 days. The District Representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.



**UNIFORM GENERAL TERMS AND CONDITIONS – Place after Tab 3**

1. **Cooperative Purchasing –**

- A. **Cooperative Purchasing** – School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Strategic Alliance for Volume Expenditures (SAVE) is a group of schools and public entities who have signed such a cooperative purchase agreement to obtain economies of scale. This solicitation is being issued by a selected eligible School District for the benefit of all eligible School Districts/public entities. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any District/Public Entity are preferred.
- B. An eligible School District/Public Entity shall **not** use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other Offeror for the same or similar products, materials and/or services.
- C. The eligible School District/Public Entity shall:
1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract;
  2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District/Public Entity shall be the exclusive obligation of the School District/Public Entity.
  3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/Public Entity, and the eligible School District/Public Entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District/Public Entity.
  4. The exercise of any rights or remedies by the eligible School District/Public Entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so deserve.
- D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the School District and SAVE Members. The School District and SAVE members reserve the right to obtain like goods and services from other sources.
- E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFQ is Buckeye Elementary School District #33.

1. **Contract Interpretation**

- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.
- B. Implied Contract Terms. Each Provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- C. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee agent of the other party to the Contract.
- D. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- E. No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- F. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. **Contract Administration and Operation**

- A. Records. Under A.R.S. § 35-214 and §41-2548 the Contractor shall retain and shall Contractually require each Subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, 2000-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. At reasonable times during the term of this Contract and five (5) years thereafter, the Contractor's or any Subcontractor's books and records shall be subject to audit by the School District/public entity and, where applicable, the Federal Government, the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Inspection and Testing. The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. The School District/public entity shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If the School District/public entity determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District/public entity for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District/public entity to the person indicated on the Qualification and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the School District/public entity required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
  
- F. Advertising and Promotion of Contract. Offeror shall not advertise or publish information for commercial benefit concerning this Solicitation prior to an award announcement by the District, without the prior written approval of the Procurement Officer.
  
- G. Property of the School District/Public Entity. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District/public entity. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the School District/public entity.

### 3. **Costs and Payments**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District/public entity within thirty (30) days. The Purchase Order number must be referenced on the invoice.
  
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include delivery and unloading at the destinations.
  
- C. Applicable Taxes.
  - 1. Payment of Taxes by the School District/Public Entity. The School District/public entity will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract/Purchase Order.
  
  - 2. State and Local Transaction Privilege Taxes. The School District/public entity is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  
  - 3. Tax Indemnification. Contractor and all Subcontractors shall pay all federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all Subcontractors to hold the School District/public entity harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  
  - 4. IRS W-9. In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with the School District/public entity.

- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District/public entity for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. The School District/public entity will make reasonable efforts to secure such funds.

#### 4. **Contract Changes**

- A. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or applicable law. Such changes, including unauthorized written Contract Amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim and this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The Procurement Officer shall not unreasonably withhold approval.
- D. Novation. If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. The District reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

#### 5. **Risk and Liability**

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by law, the School District/public entity shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification - Patent and Copyright. To the extent permitted by law, the Contractor shall indemnify and hold harmless the School District/public entity against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the School District/public entity of materials furnished or work performed under this Contract. The School District/public entity shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
  - 1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an

occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

2. Force Majeure shall not include the following occurrences:
  - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
  - b. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. ; or
  - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt requested, and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the School District/public entity any claim for overcharges resulting from antitrust violation the extent that those violations concern materials of services supplied by third parties to the Contractor toward fulfillment of this Contract.

## 6. **Warranties**

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the School District/public entity of the materials or services, they shall be:
  1. A quality to pass without objection in the trade under the Contract description;
  2. Fit for the intended purposes for which the materials or services are used;
  3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
  4. Adequately contained, packaged and marked as the Contract may require; and
  5. Conform to the written promises or affirmations of fact made by the Contractor.

- C. Fitness. The Contractor warrants that any material or service supplied to the School District/public entity shall fully conform to all requirements of the Solicitation and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- D. Inspection/Testing. The warranties set forth in subparagraphs A through C of this paragraph are not affected by inspection testing of or payment for the materials or services by the School District/public entity.
- E. Exclusions. Except as otherwise set forth in this Contract, there are no express or implied warranties or merchant ability fitness.
- F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.
- G. Survival of Rights and Obligations after Contract Expiration or Termination.
  - 1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District/public entity is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
  - 2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Offices, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**7. School District/Public Entity's Contractual Remedies**

- A. Right to Assurance. If the School District/public entity in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the School District/public entity's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.
- B. Stop Work Order.
  - 1. The School District/public entity may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for a period of up to ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - 2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer

shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

- C. Non-exclusive Remedies. The rights and the remedies of the School District/public entity under this Contract are not exclusive.
- D. Nonconforming Tender. Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, the School District/public entity may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right to Offset. The School District/public entity shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District/public entity or damages assessed by the School District/public entity concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## 8. **Contract Termination**

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District/public entity may, by written notice, terminate this Contract, in whole or in part, if the School District/public entity determines that employment or gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the School District/public entity for the purpose of influencing the outcome of the procurement or securing the Contract, an Amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The School District/public entity, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District/public entity may, by written notice to the Contractor, immediately terminate this Contract if the school District/public entity determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District/public entity reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District/public entity without penalty recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the School District/public entity. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity. The Contractor shall be

entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.

E. Termination for Default.

1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District/public entity reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the School District/public entity.
3. The School District/public entity may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials and services to replace those under this Contract. The Contractor shall be liable to the School District/public entity for any excess costs incurred by the School District/public entity re-procuring the materials or services.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

9. **Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

10. **Federal and State Requirement**

- A. **Compliance with Federal and State Requirements** – Vendor shall comply with all applicable federal, state and local laws, statutes, ordinances, standards, orders, rules and regulations, including as applicable, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.
- B. Vendor shall comply, when working on any federally assisted projects with the following:
  1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701-3708; 29 CFR Part 5)
  2. The Davis-Bacon Act, (40 U.S.C §276a; 29 CFR Part 5)
  3. Copland Anti-Kickback Act, (18 U.S.C. §874; 29 CFR Part 5)
  4. Equal Opportunity Employment requirements (Executive Order 11246 & 11375; 41 CFR Chapter 60)
  5. McNamara-O’Hara Service Contract Act (41 U.S.C. 351)
  6. Section 306 of the Clean Air Act (42 U.S.C. §1857h)
  7. Section 508 of the Clean Water Act (33 U.S.C. § 1368)
  8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15)
  9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
  10. Education Department General Administrative Regulations (2 CFR Parts 200 & 3474, 34 CFR Parts 75 – 77 and 81 (“EDGAR”))



11. Mandatory Standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds the District/public entity.

C. **Offshore Performance** – Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

D. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The District may request verification of compliance from any Contractor or subcontractor performing work under this Contract. The District reserves the right to confirm compliance in accordance with the applicable laws. Should the District suspect or find that the Contractor or any of its subcontractors are not in compliance, the District may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

E. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the District shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.

F. **Fingerprint Checks** - If required to provide services on school district property on a regular basis, contractor shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

The district shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with Governing Board Policies of the School District/Public Entity.

G. **Terrorism Country Divestments** - Per A.R.S. 35-392, the District is prohibited from purchasing from a company that is in violation of the Export Administration Act.

H. **Registered Sex Offender Notification Restriction** - Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District's premises at any time without written

approval of the District Representative. Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

- I. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the District as required by state or federal law.
- J. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- K. **EDGAR** – When a the District seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (EDGAR). All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained within this document.

## 11. **Key Employees**

The successful offeror agrees that BESD #33 employees are critical to the successful implementation of any solution provided to the District. The vendor, therefore, agrees to refrain from employing BESD #33 personnel for a period during, and for six months immediately following, the accepted installation of the vendors' product in BESD #33. Should the vendor violate this agreement, the vendor will immediately pay to BESD #33 an amount equal to the employee's annual salary.

## 12. **Scrutinized Business Operations**

Per A.R.S. 35-391, the District is prohibited from purchasing from a company with scrutinized business operations in Sudan.

Per A.R.S. 35-393, the District is prohibited from purchasing from a company with scrutinized business operations in Iran.

**General Terms & Conditions Acceptance Form**

Place after Tab 3

*Signature on page thirty-four certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and conditions:**

- We take no exceptions/deviations to the general terms and conditions  
*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*
  
- We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are talking exceptions/deviations to. Clearly state if you are adding terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:  
  
*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Buckeye Elementary School District shall be the sole judge on the acceptance of exceptions/deviations and Buckeye’s decision shall be final.)*

## **SPECIAL TERMS AND CONDITIONS**

1. **TERM OF CONTRACT:** It is the District's intent to award a multi-term contract. The initial term of the resultant contract shall begin upon award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
2. **CONTRACT EXTENTION:** The District reserves the right to unilaterally extend the period of any resultant contract up to 4 consecutive additional 12 month periods beyond the stated expiration date if that is determined to be in the best interests of the School District/Public Entities.
3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.
4. **FORM OF CONTRACT:** This Request for Qualifications (RFQ) document, firm's response, negotiations to include compensation and other contract terms that the District determines to be fair and reasonable, and any formal District/Public Entity Contract between Owner and JOC Contractor - will become the controlling contract documents for this procurement and properly issued purchase orders incorporating each District/Public Entity specific policies and P.O. terms and conditions.
5. **OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires the Submittal in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
6. **SUBMITTAL OPENING:** Submittals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the District. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Qualifications shall be shown only to authorized District personnel having a legitimate interest in the evaluation. After contract award, the submittals and evaluation documents shall be open for public inspection.
7. **TIME STAMP:** Submittals will be time stamped when received. They will be accepted up to but no later than the time indicated in the Request for Qualifications (RFQ). Submittals received after the time stated in the RFQ will not be considered and will remain unopened. Offeror assumes the risk of any delay in the U.S. Mail. Whether sent by mail or by means of personal delivery, the Offeror assumes responsibility for having his RFQ deposited on time at the place specified.
8. **PERFORMANCE BOND:** The successful JOC contractor shall be required to furnish irrevocable security binding the contractor to provide faithful performance of the contract in the amount of 100% of the Guaranteed Maximum Price (GMP) for job orders that are \$100,000.00 and over. Bonds shall be payable to the District/Public Entity.

Performance security shall be in the form of a performance bond, certified check, or cashier's check. This security must be in the possession of the District within the time specified or ten (10) days after agreement of GMP. If the contractor fails to execute the security document as required, the contractor may be found in default and the contract terminated by the District. In case of default, the District reserves all legal rights to rectify the matter. All performance bonds must be executed on forms substantially equivalent to Performance Bond format attached to this RFQ.

Bonds must be issued by a surety company authorized to do business in State in which the work is being done, or in a manner satisfactory to the District.

9. **PAYMENT BOND:** The successful JOC contractor shall be required to furnish a Payment Bond equal to 100% of the GMP for job orders that are \$100,000.00 and over. The bond shall be submitted within 10 days of the establishment of the GMP. The surety will be in the form of a bond, cashier's check, certified check, or money order. All payment bonds shall be executed on forms substantially equivalent to the sample enclosed with this RFQ. Personal and company checks are not acceptable unless they are certified. Bonds must be executed by a surety company authorized to do business in the state in which the work is being done, or otherwise secured in a manner satisfactory to the District.
10. **INSTALLATION:** The Offeror shall protect all furnishings from damage and shall protect the Districts property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the District. The Offeror shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Districts facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Offeror shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the District for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the District from claims or damage for personal injury, including death, which may arise from operations under this contract

11. **TRAINING:** The Contractor shall train designated Member personnel on the proper use and care of equipment supplied immediately after delivery and installation of the equipment.
12. **O.S.H.A. GUIDELINES:** The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.

Pay for all operations requiring the placement and movement of the contractor's equipment, contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and District personnel.

13. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
14. **LIQUIDATED DAMAGES:** If the Contractor fails to deliver the project within the agreed to substantial and final completion dates, the District will incur sufficient damages. Actual damages are difficult to determine and quantify. Therefore, in lieu of actual damages, the successful Contractor shall agree to pay to the District liquidated damages in the amount of \$1,000.00 per calendar day for every day exceeding the established substantial completion date and \$500.00 for every day the contractor fails to achieve the final completion date. Liquidated damages will continue to accrue cumulatively until the project achieves these completion dates. The successful firm shall not be charged with liquidated damages when the delay arises beyond the control and without the fault or negligence of the Contractor. The District, at its sole discretion, will determine what event(s) is beyond the control the Contractor.
15. **LICENSES:** Contractor shall maintain in current status all federal, state and local licenses and permits required by the operation of the business conducted by the contractor.

16. **CONTRACTOR LICENSE LAW:** Contractor shall comply with State and City Contractors License Law, be duly registered and licensed thereunder. The Contractor agrees to keep any required license or bond up to date and in compliance with the rules and regulations of the Arizona Registrar of Contractors, or the state in which the work is being done. Include a photocopy of License with submittal.
17. **PERMITS:** Contractor shall be responsible for obtaining any and all permits required to perform this installation. The installation shall be in complete compliance with City Building and Fire Codes.
18. **LIENS:** Because this is a public purchase, contractor shall hold the District harmless from any claimants supplying labor or materials to the contractor or his subcontractors in performance of the work required under this contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the District will make payment.
19. **FIRE PROTECTION:** Provide adequate fire extinguishers on the premises during the course of construction, of the type and size recommended by the NFPA, to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguishers in the immediate vicinity of the work being performed, ready for instant use. In the use of especially hazardous types of equipment, such as acetylene torches, welding equipment, etc., no work shall be commenced or equipment used unless fire extinguishers of an approved type and capacity are placed in the working area and available for immediate use by the workmen using the above-mentioned equipment.
20. **USE AND OCCUPANCY:** The owner reserves the right to use and occupy the whole or any part of these improvements. Such use and occupancy by the owner shall not, however, be construed as an acceptance of the work or any part thereof, and any claims which the owner may have against the contractor shall not be deemed to have been waived by such occupancy. Achievement of Substantial Completion and Final Completion shall be determined by project architect.
21. **BARRIERS:** The contractor shall provide barriers, as required, to protect and permit entry of, the public, to provide for owner use of the site, and to protect existing facilities and adjacent properties from damage.
22. **SITE INSPECTION:** Prior to submitting the GMP, successful firm shall visit the site and familiarize themselves with any conditions which may affect performance and total cost. Submission of the GMP will be prima facie evidence that the contractor did, in fact, make a site inspection and is aware of all conditions affecting performance and GMP prices.
23. **INSPECTION:** The job will have a final inspection and acceptance by District staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.
24. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the District premises. The offeror shall hold and save the District free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
25. **CLEAN UP:** The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up the work, the District may do so and the cost thereof shall be charged to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

26. **WARRANTY:** All workmanship and materials shall be warranted for two years from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project.
27. **MEMBER DELAYS:** In accordance with R7-2-1087(D) the contractor will negotiate with the Member for the recovery of damages related to expenses incurred by the contractor for a delay for which the District is responsible, that is unreasonable under the circumstances and that was not within the contemplation of the parties to the contract. This subsection shall not be construed to void any provision in the contract that requires notice of delays, provides for arbitration or any other procedure for settlement or provides for liquidated damages.
28. **PROGRESS PAYMENTS:** R7-2-1105 allows for progress payments to the contractor of construction if the contractor agrees to adhere to ARS 41-2577 (B) (D) (F). All progress payments must be invoiced to the District. It is the responsibility of the District to review and approve any estimates of work completed. Payment shall be made within 14 days after the estimate of the work is certified and approved, except that a percentage of all estimates shall be retained as provided in R7-2-1104. If the Member issues a written statement to the Contractor that the estimate of work is not approved and certified, the Member may withhold an amount from the progress payment that the Member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the Contractor agrees to hold the Member harmless for any deficiency payment.

Progress payments may be made to the prime contractor on the basis of a duly certified and approved estimate of work performed during the preceding month. The prime contractor must agree to pay any subcontractors or material suppliers within seven (7) days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties involved.

Once all bonds are in place, the prime contractor and the Member will agree upon a schedule of payments based on identifiable milestones.

If any payment to the contractor is delayed after the date due, interest shall be paid at the rate of one percent per month, or a fraction of a month, on such unpaid balance as may be due. Any late charges will be the responsibility of the Member.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

29. **RETENTION:** In accordance with R7-2-1104 (B) and 41-2576 there shall be no retention for Job-Order Contracting construction services contracts.
30. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
31. **INSURANCE:** Offeror agrees to maintain such insurance as will fully protect Offeror, the District from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Agreement, either by Offeror, its employees, or by anyone directly or indirectly engaged or employed by Offeror. Offeror agrees to maintain such automobile liability insurance as will fully protect Offeror and the District for bodily injury and property damage claims arising out of the

ownership, maintenance or use of owned, hired or non-owned vehicles used by Offeror or its employees, while providing services to the District.

Successful Offeror will be required to provide proof of and maintain comprehensive general liability insurance with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names the District/Public Entity or SAVE Member as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, identical certificate of insurance to any District/Public Entity using this contract.

Successful Offeror will be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law.

32. SPILLAGE: Contractor will be responsible for the clean-up of a contamination or spillage resulting from the delivery and unloading.
33. KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.
  - A. The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to District.
  - B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify District and shall, subject to the concurrence of the District/Public Entity, replace such personnel with personnel of substantially equal ability and qualifications.
34. OFFEROR'S EMPLOYEES: Offeror agrees that the individuals provided to District on a temporary basis are Offeror's, not the Districts, employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance Federal and State Unemployment Taxes

Federal and State Withholding and Reporting Requirements Unemployment Compensation Insurance Federal, State, and Local Employment Laws

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with the District, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

The District will not provide Offeror or its employees any business registrations or licenses that may be required. The District will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of the District for any purpose. It is understood and agreed that the District does not require Offeror to provide services exclusively to the District and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.



In compliance with all applicable laws, the Offeror shall, at no charge to the District, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for the District to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the District. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, the District may request or reject any of Offerors employees.

Offeror agrees to comply with the District's rules, regulations, and policies, as the Member may modify from time to time.

35. EMPLOYEE IDENTIFICATION: All employees must check in at the front office of each District site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

36. DISTRICT REPRESENTATIVE:

In accordance with A.A.C. R7-2-1108 (B)(9) and the uniform Instructions to Offerors the Buckeye Elementary School District #33 Representative is Nate Bowler, Assistant Superintendent of Business Operations.

**Special Terms & Conditions and Scope of Work Acceptance Form**

Place after Tab 5

*Signature on page thirty-four certifies complete acceptance of the Special Terms and Conditions and Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and conditions:**

- We take no exceptions/deviations to the special terms and conditions and scope of work and specifications.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- We take the following exceptions/deviations to the special terms and conditions and scope of work and specifications. All exceptions/deviations must be clearly explained. Reference the corresponding special terms and conditions and/or and scope of work and specifications that you are talking exceptions/deviations to. Clearly state if you are adding terms and conditions to the special terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Buckeye Elementary School District shall be the sole judge on the acceptance of exceptions/deviations and Buckeye's decision shall be final.)*

## SCOPE OF WORK – Section I

### 1. PURPOSE

The purpose of this RFQ is to develop a long term contract with qualified General Commercial Contractors to perform miscellaneous construction and repair services, including limited pre-construction design services (i.e. professional services), for various projects to be determined such as repairs, maintenance, additions, renovations, remodeling, and tenant improvements to buildings and facilities utilizing Job Order Contracting (JOC) project delivery method. It is expected that contracts will be awarded up to two (2) General Commercial Contractors per category determined by dollar amount of total annual volume.

The method used for JOC Task Order pricing will be determined by the Member and JOC contractor prior to any pricing being completed. Acceptable methods of determining pricing may include open book pricing or Unit Price Book.

Buckeye Elementary School District #33 intends to award up to two (2) Contracts per each category. Category is based on the contractors previous 2 years total annual volume ranges as follows:

- Category: Small Firm \$1.00 - \$20,000,000
- Category: Large Firm \$20,000,00.01 plus

Buckeye Elementary School District #33 intends to award contracts to cover all of Arizona that are members of SAVE.

This will be a one year contract with the option to renew for four additional years for a total of five years.

In accordance with R7-2-1112 (E)(1) and 41-2580 (F)(1), the maximum dollar amount of an individual job order for job- order-contracting construction services shall be one million dollars or a higher or lower amount prescribed by the governing board, or purchasing agency, in a policy adopted in a public meeting held pursuant to A.R.S. Title 38, Chapter 3, Article 3.1.

### 2. BACKGROUND

Buckeye Elementary School District #33, is a K-8 elementary school district which has 7 elementary Schools, 1 pre-school and a Central Office location. Eligible using members include all SAVE members listed within this solicitation. It is anticipated that the lead district may expend up to \$600,000 in the 1<sup>st</sup> year.

The Buckeye Elementary School District # has approximately 600 employees. The current student population is approximately 5,100. The District is comprised of 9 sites, which include, 7 elementary schools, 1 Pre-school, and one administrative support site. The District covers approximately 232-square miles of the City of Buckeye. With approximately 674,153 square footage under roof.

This Job Order Contracting RFQ is in accordance with School District Procurement R7-1106 – R7-1115, ARS §34- 604, and ARS §41-2579. In accordance with R7-1106 (A) Buckeye Elementary School District #33 made a determination that use of Job Order Contracting is advantageous for the District.

### 3. TYPICAL WORK

#### 3.1. Design Services:

The scope of work will vary with each Job Order. Minor design services may be required for some job orders, however if needed, most will be designed through registered Architects and Engineers under separate contracts. For job orders that require design services, the contractor shall seek the services of Arizona registered Architects and Engineers to prepare plans for permitting.

- 3.2. Construction services by the JOC Contractor may include, but are not limited to:
  - 3.2.1. Provide construction and repair services for various projects, including required labor (including subcontractors costs), materials, equipment, and related services for remodeling, renovations, tenant improvements, and additions; including site work, installation of water, sewer, or other utility extensions.
  - 3.2.2. Assist with scoping and constructability issues.
  - 3.2.3. Provide project scheduling.
  - 3.2.4. Provide detailed cost estimating and knowledge of marketplace conditions.
  - 3.2.5. Provide value engineering as required.
  - 3.2.6. Provide long-lead procurement studies and possibly initiate procurement of long-lead items.
  - 3.2.7. Coordinate with various Member departments and other agencies including utility companies, etc.
  - 3.2.8. Schedule and manage site operations.
  - 3.2.9. Bid, award, and manage all subcontracts while meeting the Member's project requirements and standards.
  - 3.2.10. Provide quality controls.
  - 3.2.11. Address all federal, state, city, and county permitting requirements and assist in the permitting processes.
  - 3.2.12. Maintain a safe and clean work site for all project participants, Member's staff, and public.
  - 3.2.13. Coordinate removal of Hazardous Materials with the Member.
  - 3.2.14. For any project that exceeds \$100,000, the contractor must submit a 100% performance and payment bond and power of attorney.

#### 4. PRICE BOOK

During the RFQ process, contractors shall not submit or communicate any information on fees, coefficients, price, man-hours or any other cost information. Accordingly, any sealed formal qualifications that contains any information of this type may, at the sole discretion of the evaluation committee, be deemed non-responsive and not be considered. This exclusion of information applies to the contractor's formal sealed qualifications and to all other aspects of the RFQ competition. Acceptable methods of determining pricing may include unit price book or open book pricing. The District/Public Entity shall select the pricing method for a job order prior to requesting a price quote.

##### 4.1 Unit Price Book (UPB)

Buckeye Elementary School District recognize the following as acceptable Unit Price Books. This information is not meant to be restrictive, other Unit Price Books may be considered. Contractor is to use the latest edition of the Unit Price Book.

RS Means Data  
Construction Cost Data Books

Firms shall provide a coefficient in the negotiation process to arrive at the net cost to the District/Public Entity. In the event a certain material or equipment is not specifically listed within this Price Book, the District/Public Entity reserves the right to negotiate the unit rate with the successful firm that may include the competitive quoting through multiple subs.

#### 4.2 Open Book Pricing

Open Book Pricing allows the contractor to apply subcontractor pricing quotes or total direct project costs to a predetermined General and Administrative percentage and profit mark-up.

Direct job cost shall be based upon firm price quotes from contractors in the contract's approved subcontractor list. To the extent practicable, contractor shall obtain firm price quotes from three contractors for each discipline applicable to the project. Contractor shall select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. The Contractor shall provide the Member with copies of subcontractor quotes and the basis for selection of each subcontractor.

Interested, qualified Offerors may submit a proposal to Buckeye Elementary School District No.33 at the following address:

**Buckeye Elementary School District No.33**  
**Purchasing Department**  
**25555 W Durango St.**  
**Buckeye, AZ 85326**

Three (3) copies of the proposal are required and One (1) electronic copy in pdf form on a USB Drive. They should be prepared in accordance with the **proposal format requirements** discussed in this RFQ, and packaged in such a manner that the outer wrapping clearly indicates the RFQ number.

1. **THE OFFER AND ACCEPTANCE SHOULD BE FILLED OUT AND SIGNED.** The signature shall be in longhand. The Qualification must be signed by a responsible officer or employee and include the company's name. Failure to do so may result in rejection of offer.

*Questions regarding this Request for Qualification should be submitted in writing to:*

*Bobby Williams*  
*Procurement Coordinator*  
*purchasing@besd33.org*  
*623-925-3413 Phone 623-386-4471 Fax*

## 1. EVALUATION OVERVIEW – SECTION II

### 1.1 RFQ Process

Buckeye Elementary School District #33 intends to award contracts up to two (2) Contractors per each category based on the contractors 2 year average of total annual volume as follows:

- Category: Small Firm \$1.00 - \$20,000,000
- Category: Large Firm \$20,000,00.01 plus

Firms are to indicate which categories they are submitting. The District may award up to 4 contracts for Arizona use.

The evaluation committee shall evaluate all submittals in accordance with defined criteria set forth in this Section paragraph 4, and the information provided in Section IV. Based on the response and performance data submitted by the firms, the committee will select up to three firms for each category for final list.

The selection committee shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process.

When the District enters into the number of contracts specified in the request for qualifications, the procurement ends.

### 1.2 Interviews

Interviews will not be held

### 1.3 Final List

In determining the construction firms to be on the final lists, and in determining the order on the final lists, the selection committee shall use and consider only the criteria and weighting of criteria in the Request for Qualifications provided in this section, paragraph 4. No other factors or criteria may be used in the evaluation, determinations and other actions.

After the evaluation process, the selection committee will create a final list, divided into two (2) categories containing up to six (6) firms.

Multiple contracts for JOC will be awarded to separate construction firms, there will be a final list divided into two (2) categories. Up to two (2) construction firms will be awarded for each category.

The District will notify the highest ranking firms as to the status on each final list before negotiations. Additionally, the District will notify those firms that did not make the final list.

### 1.4 Negotiations

In accordance with R7-2-1110 (D)(1) negotiations shall include consideration of compensation and other contract terms that the District determines to be fair and

reasonable. In making this determination, The District shall take into account the estimated value, the scope, the complexity and the nature of the Construction Services to be rendered.

In accordance with R7-2-1110 (D)(3) the District shall enter into separate negotiations for contracts with the number of the highest qualified firms on the final list equal to the number of contracts to be awarded.

If the District is not able to negotiate a satisfactory contract with a firm with whom the District has commenced negotiations, the District shall formally terminate negotiations with that firm. The District shall then undertake negotiations for a contract with the next most qualified person on the final list with whom the District is not then negotiating and with whom the District has not previously negotiated in sequence until an agreement is reached for some or all of the multiple contracts included in the request for qualifications or a determination is made to reject all persons on the final list.

If the District terminates negotiations with a person on a final list and commences negotiations with another firm on the final list, the District shall not recommence negotiations or enter into a contract or contracts with any firm with whom the District has terminated negotiations.

**2. EVALUATION COMMITTEE**

The evaluation committee for this procurement shall consist of no less than five and no more than seven members as follows:

- District Administrators and Representatives
- SAVE Members
- Licensed General Contractor - Senior Management
- Registered Architect/Engineer

The committee will remain the same throughout the entire evaluation process.

**3. PROPOSE SELECTION SCHEDULE**

- |                                     |                         |
|-------------------------------------|-------------------------|
| • Request for Qualifications Issued | August 7, 2017          |
| • Due Date of RFQ Submittals        | August 22, 2017         |
| • Evaluations (Tentative)           | Week of August 23, 2017 |
| • Negotiations (Tentative)          | Week of August 30, 2017 |
| • Board Approval Date (Tentative)   | September 11, 2017      |

**4. EVALUATION CRITERIA – Total Points Available: 1,000 Points**

Evaluation of the Request for Qualifications shall be based upon the following criteria listed in order of greatest importance:

**4.1 Experience and Expertise of Firm - (300 points)**

Overall experience and expertise of the submitting firm shall be considered; The ability of the firm to demonstrate a level of competence in establishing long term relationships with clients in performing a host of small to mid-range construction, renovation, and tenant improvement work on a repeated basis; Working on multiple projects; Ability of firm to complete projects on a timely basis; Overall expertise of the submitting firm in the area of estimating, pre-construction design services, value engineering, and job site analysis.

**4.2 Qualifications and Experience of Personnel - (250 points)**

Overall qualifications and experience profile represented by the key personnel described by the offeror; Education and certification background of personnel; Tenure of the proposed personnel with submitting firm; The specific experience of the proposed team; Knowledge of JOC practices using an established Unit Price Book and Open Book Pricing shall be considered.

**4.3 Method of Approach - (200 points)**

Overall method of approach described by the offeror in how they would implement and execute a JOC program for the District/SAVE Members; The detail and thoroughness of the plan to include contract management, quality management, subcontractor selection plan and subcontractor management; Ability of the offeror to communicate a sense of confidence and competence in operating within a JOC environment; Software solution proposed and the ability of firm to provide a precise mechanism for establishing price estimates; Reputation to attract quality sub-contractors.

**4.4 Organizational Strength - (200 points)**

Financial condition of the offeror shall be reviewed to ensure long term viability; Safety record of the offeror; Bonding capacity; Insurance requirements; Number of years in operation; Knowledge of construction market; Reputation to attract quality sub-contractors shall be considered. The ability of the firm to effectively absorb new projects in light of existing work load.

**4.5 Responsiveness - (50 points)**

Overall responsiveness of the proposal in clearly stating and understanding the scope of work and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered. **All forms have been completed, signed, and submitted in the response.**



## Submittal Requirements – SECTION III

### 1. GENERAL

- 1.1 All interested and qualified Offerors are invited to submit a Statement of Qualification (SOQ) for consideration. Submission of a SOQ indicates that the offeror has read and understands this entire Request for Qualifications (RFQ), to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFQ have be satisfied.
- 1.2 SOQ must be submitted in the format described in Sections III and IV.
- 1.3 The SOQ must be complete in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.
- 1.4 All SOQ and materials submitted become the property of the District.

### 2. PROPOSAL PRESENTATION

- 2.1 Prepare and submit **one original and two copies (total of 3 paper sets)** of the proposal to the address listed on the cover of this solicitation. The original should be marked "ORIGINAL" and the copies should be marked "COPY". All offers should be submitted with Tabs for each section as indicated in Section IV.

In addition to the paper sets, an electronic proposal is requested using a USB Drive.

Proposals will be date and time stamped when received, whether delivered in paper format to the District's opening. Both paper and electronic proposals must be identical and contain the same documentation.

- 2.2 Buckeye Elementary School District shall not assume responsibility for any costs related to the preparation or submission of the proposal.
- 2.3 Each firm shall be limited in the total number of pages submitted as part of their package. Due to the offeror's time and cost in preparing this document, along with the challenge of thoroughly reading and evaluating these documents, the District will limit the total number of content pages to 25 (single sided using minimum 11 point font). Documents that will not be considered in this total shall be resumes, financial statements, letters from financial/insurance institutions, cover page, index, offer acceptance form, insurance certificates, non-collusion affidavit, and tab pages. The tab pages will be used to reference each section and can be used for pictures or art work. The District has attempted to streamline the amount of required information as noted below. Firms are strongly encouraged to present their offers in strict accordance with the noted outline.

## STATEMENT OF QUALIFICATIONS/REQUIRED INFORMATION – SECTION IV

The Job Order Contractor (JOC) will be selected through a qualifications-based selection process. Firms interested in providing JOC services shall submit a Statement of Qualifications (SOQ) that addresses the following items:

### 1. BASIC COMPANY INFORMATION (Tab 1)

- 1.1 Company name.
- 1.2 Address.
- 1.3 Telephone number.
- 1.4 Fax number.
- 1.5 Email address.
- 1.6 Number of years in business (under the submitted name) and number of years operating within the Phoenix metro area.
- 1.7 Licenses(s) held by the firm.
- 1.8 If the firm has more than one office, provide specific information about the parent company and administering branch office. Indicate the type of ownership (corporation, joint venture, limited liability company, sole proprietorship, etc.).
- 1.9 Identify which category or categories by dollar range, per job order, your firm is submitting qualifications.

### 2. PAST PERFORMANCE (Tab 2)

- 2.1 Provide a statement of your experience providing job order construction services over the past few years.
- 2.2 Provide a list of your job order contracts. Include date of contract, contracting agency contact information, and value of contract.
- 2.3 Provide a description of your experience working on educational or public sector based projects, working on multiple projects simultaneously, and working during limited time frames such as summer breaks and during a typical school year.
- 2.4 Identify the number of JOC projects completed over the past three years and provide the following information:
  - 2.4.1 How many projects were between \$1.00 and \$50,000
  - 2.4.2 How many projects were between \$50,001 and \$100,000
  - 2.4.3 How many projects were between \$100,001 and \$250,000
  - 2.4.4 How many projects were between \$250,001 and \$500,000
  - 2.4.5 How many projects were between \$500,001 and \$1,000,000
  - 2.4.6 How many projects were over \$1,000,000
  - 2.4.7 Indicate how many of these projects were completed and quoted using a Unit Price Book
  - 2.4.8 Indicate how many of these projects were completed and quoted using Open Book Pricing

### 3. KEY PERSONNEL (Tab 3)

- 3.1 Provide information about the firm's personnel resources (average size of work force, position classifications, location(s) of personnel)
- 3.2 Include information about support staff (office workers, etc)
- 3.3 Provide detailed information describing education, training and qualifications for key personnel (general management, project management, estimator, engineer, construction superintendent, etc.)

- 3.4 Describe your plan for personnel recruitment.
- 3.5 Provide an organizational chart for your firm.
- 3.6 Identify the primary contact person who will represent the firm and interface with District facility group.

**4. METHOD OF APPROACH (Tab 4)**

4.1 Contract Management Plan

- 4.1.1 Provide a statement of your plan for performing and managing the work.
- 4.1.2 What specific software program does your firm use in developing job estimates? Provide a sample of a typical job estimated using your software program.
- 4.1.3 Explain how you plan to ensure prompt responses to job order requests.
- 4.1.4 Provide your plan for responding to and performing multiple job orders at the same time.
- 4.1.5 Explain what limitations you have geographically or in the number of simultaneous job orders.
- 4.1.6 Describe firm's philosophy on self-performing any of the trade work.

4.2 Quality Management Plan

- 4.2.1 Explain how you set goals and monitor the performance of your company.
- 4.2.2 Explain how you inspect the work to ensure quality.
- 4.2.3 Explain how you stay on schedule.
- 4.2.4 Explain your complaint and dispute resolution procedure.

4.3 Subcontractor Management Plan

Describe the firm's subcontractor management to include the following:

- 4.3.1 Subcontractor Selection Plan using both qualifications and cost as a selection approach (1GPA requires that at least three sub-contractors shall be solicited for all work including self-performed work).
- 4.3.2 Subcontractor recruitment.
- 4.3.3 Controversies and claims related to work performed by subcontractors.

**5. ORGANIZATIONAL STRENGTH (Tab 5)**

- 5.1 Provide audited financial statements representing the past two (2) years. Provide Balance Sheets and the Statement of Income and retained earnings.
- 5.2 Provide a letter from your bonding company indicating the ability to bond this project, the firm's maximum cumulative bonding limit, and your current bonding available capacity.
- 5.3 Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names the 1GPA Member as additional insured.
- 5.4 Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an appropriate individual

employed by the insurance company.

- 5.5 Identify the current total dollar value of awarded construction work currently being managed by the local office. Identify the total number of direct employees of local office supporting construction value noted above. Identify your firm's current available bonding capacity.
- 5.6 Identify any judgments or liens against your firm within the past three years.
- 5.7 Identify any current unresolved bond claims against the offeror.
- 5.8 Identify any deficiency orders issued against the prime contractor by the Arizona Register of Contractors over the past three years.
- 5.9 Identify any filing under the U.S. Bankruptcy Code over the past three years.

**6. RESPONSIVENESS (Tab 6)**

- 6.1 Complete all requested forms and be careful to follow the format requested. Required forms must be signed by an authorized person to bind a contract. All Offerors must complete and submit these forms or the proposal may be considered non-compliant.

- 6.1.1 Offer and Contract Acceptance Form (Page 57)
- 6.1.2 Non-Collusion Affidavit (Page 54)
- 6.1.3 MWBE and HUB (Vendor Questionnaire) (Page 45)
- 6.1.4 Debarment Certification Form (Page 46)
- 6.1.5 EDGAR Certifications (Page 47)
- 6.1.6 Sample Certificate of Insurance form (Page 51)
- 6.1.7 IRS W-9 Form (Page 58)
- 6.1.8 Amendment Acknowledgement Forms (if applicable)

**7. MISCELLANEOUS (Tab 7)**

- 7.1 Provide any additional information that would add value to the program offered that has not been identified above.

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) AND  
HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

Bidding companies that have been certified by the State of Arizona as Historically Underutilized Business (HUB) or Minority/Women Business Enterprise (MWBE) entities are encouraged to indicate their HUB and MWBE status when responding to this Bid Invitation.

Vendor certifies that this firm is a MWBE (Required by some participating agencies)       Yes       No  
Vendor certifies that this firm is a HUB (Required by some participating agencies)       Yes       No

Please scan a copy of MWBE and/or HUB certification letter and the percentage of your business with MWBE and/or HUB suppliers, if applicable, in your bid response in the Response Attachments section.

-----

**I, the authorized representative for the company named below, certify that the information concerning residency certification, and MWBE and HUB certifications have been reviewed by me and the information furnished is true to the best of my knowledge.**

Contractor's Name/Company Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

---

Company Name

---

Signature of Authorized Company Official

---

Printed Name

---

Date

## EDGAR CERTIFICATIONS

The following certifications and provisions are required and apply when a District/Public Entity/SAVE Member expends federal funds for any contract resulting from this procurement process. Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District, SAVE Member and awarded Vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:

### (A) Contractor Violation or Breach of Contract Terms

*Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

Pursuant to Federal Rule (A) above, when the District/SAVE Member expends federal funds, the District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### (B). Termination for Cause or Convenience

*Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)*

Pursuant to Federal Rule (B) above, when the District/SAVE Member expends federal funds, the District/ SAVE Member reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The District/SAVE Member also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if the District/SAVE Member believes, in its sole discretion that it is in the best interest of the District/SAVE Member to do so. Vendor will be compensated for work performed and accepted and goods accepted by the District/SAVE Member as of the termination date if the contract is terminated for convenience of the District/SAVE Member. Any award under this procurement process is not exclusive and the District/SAVE Member reserves the right to purchase goods and services from other vendors when it is in the District/SAVE Member best interest.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### (C). Equal Employment Opportunity

*Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."*

Pursuant to Federal Rule (C) above, when the District/SAVE Member expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### (D). Davis-Bacon Act

*When required by Federal program legislation, contractor agrees that, for all prime construction contracts in excess of \$2,000, contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Current prevailing wage determination issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the*

## EDGAR CERTIFICATIONS

*construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The District/SAVE Member must report all suspected or reported violations to the Federal awarding agency.*

Pursuant to Federal Rule (D) above, when the District/SAVE Member expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(E). Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

*Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*

Pursuant to Federal Rule (E) above, when the District/SAVE Member expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District/SAVE Member resulting from this procurement process.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(F). Rights to Inventions Made Under a Contract or Agreement**

*If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.*

Pursuant to Federal Rule (F) above, when federal funds are expended by the District/SAVE Member, Vendor certifies that during the term of an award for all contracts by the District/SAVE Member resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (6) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(G) Clean Air Act and Federal Water Pollution Act**

*Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

Pursuant to Federal Rule (G) above, when federal funds are expended by the District/SAVE Member, Vendor certifies that during the term of an award for all contracts by the District/SAVE Member resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(H) Debarment and Suspension**

*Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the*



**EDGAR CERTIFICATIONS**

names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the District/SAVE Member, Vendor certifies that during the term of an award for all contracts by the District/SAVE Member resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**(I) Byrd Anti-Lobbying Amendment**

*Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

Pursuant to Federal Rule (I) above, when federal funds are expended by the District/SAVE Member, Vendor certifies that during the term and after the awarded term of an award for all contracts by the District/SAVE Member resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by the District/SAVE Member for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When the District/SAVE Member expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

**EDGAR CERTIFICATIONS**

It is the policy of the District/SAVE Member not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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the District/SAVE Member has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Vendor agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS**

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Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**VENDOR AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT VENDOR CERTIFIES COMPLIANCE WITH ALL PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE.**

Vendor's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) \_\_\_\_\_

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE MEMBER, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

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

PRODUCER	CONTACT NAME: _____ PHONE: _____ FAX: _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE _____ NAIC # _____
INSURED	INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

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

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**  
 THE MEMBER SHALL BE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELLED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE MEMBER WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE MEMBER. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

<b>CERTIFICATE HOLDER</b> SAVE Member	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE _____
--	--

Offerer shall list below a minimum of three (3) references for jobs that are similar in scope and size to this requirement.

1. Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Contract Initiation: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

2. Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Contract Initiation: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

3. Firm: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Date of Contract Initiation: \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_

D. ***PROCESSING INFORMATION: Provide company contact information for the following:***

**Sales Reports / Accounts Payable Contact Person:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

E. **Purchase Orders Contact Person:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

F. **Sales and Marketing Contact Person:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**NON-COLLUSION**

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

As an authorized representative of the persons, corporation, or company who makes the accompanying Proposal, and having first been duly sworn, I hereby depose and state as follows:

The accompanying Proposal is genuine, and such Offer is neither a sham nor collusive, nor is such Offer made in the interest or on behalf of any person or corporation not named herein.

The Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham or collusive Qualification, or induced or solicited any other Offeror to refrain from submitting an Offer.

The Offeror has not in any manner sought by collusion or anti-competitive means or practices to secure for itself advantage over any other Offeror.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public in and for

the State of \_\_\_\_\_

County of \_\_\_\_\_

My Commission Expires on \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_

(hereinafter called Principal), as Principal, and \_\_\_\_\_

\_\_\_\_\_, a corporation organized and existing under the laws of

the State Of \_\_\_\_\_, with its principal office in the

City of

\_\_\_\_\_, (hereinafter called the

Surety), as Surety, are held and firmly bound unto the BESD#33 (hereinafter called the Obligee) in

the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_) , for the

payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors,

successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_

day of \_\_\_\_\_ 20\_\_\_\_\_, for the material, service or

construction described as \_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Seal

BY \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Seal

BY \_\_\_\_\_

\_\_\_\_\_  
Member of Record

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

THAT, \_\_\_\_\_  
(hereinafter called Principal), as Principal, and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under the laws of the State  
Of \_\_\_\_\_, with its principal office in the City of  
\_\_\_\_\_, (hereinafter called the  
Surety), as Surety, are held and firmly bound unto the BESD#33 hereinafter called the Obligee) in  
the amount of \_\_\_\_\_ (Dollars) (\$ \_\_\_\_\_) , for the payment  
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_  
day of \_\_\_\_\_ 20\_\_\_\_\_, to construct and complete a certain  
work described as \_\_\_\_\_

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall  
promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the  
prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in  
full force and effect.

The prevailing party in a suit on this bond shall recover as a part of his judgment such reasonable attorneys'  
fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Principal Seal

BY \_\_\_\_\_

\_\_\_\_\_  
Surety Seal

BY \_\_\_\_\_

\_\_\_\_\_  
Member of Record



# OFFER AND ACCEPTANCE

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

\_\_\_\_\_

Name: \_\_\_\_\_

Federal Employer Identification No. \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Tax Rate: \_\_\_\_\_ %

E-Mail: \_\_\_\_\_

\_\_\_\_\_ Company Name

\_\_\_\_\_ Signature of Person Authorized to Sign Offer

\_\_\_\_\_ Address

\_\_\_\_\_ Printed Name

\_\_\_\_\_ City State Zip

\_\_\_\_\_ Title

## CERTIFICATION

By signature in the Offer section above, the offeror certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The offeror shall not discriminate against any employee or applicant for employment in violation of State Executive Order 99-4, 2000-4 or A.R.S. §§ 41-1461 through 1465.
3. The offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. §§ 41-4401 and A.R.S., §§ 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. §§ 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. §§ 35-391, the Offeror does not have scrutinized business operations in Sudan.
7. In accordance with A.R.S. §§ 35-393, the Offeror does not have scrutinized business operations in Iran.
8. In accordance with A.R.S. §§15-512, the offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. Boycott of Israel Per A.R.S. 35-393, the District is prohibited from purchasing from a company that is in violation of the

**Israel Boycott Divestments.**

**ACCEPTANCE OF OFFER**

**The offer is hereby accepted.**

**The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the School District/public entity.**

**This contract shall henceforth be referred to as Contract No. 17-003.**

**The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document, or written notice to proceed.**

**Awarded this \_\_\_\_\_ day of \_\_\_\_\_**  
**20\_\_\_\_\_**

**AUTHORIZED SIGNATURE**

# Request for Taxpayer Identification Number and Certification

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

See Specific Instructions on page 2	Name (as shown on your income tax return)		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	City, state, and ZIP code		
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 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 chart on page 4 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).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. 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.

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

**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 on any foreign Partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 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, 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for *partnerships* on page 1.

## Penalties

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

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

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

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

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part II of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("M for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

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

### Exempt Payee

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

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501 (a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,0001	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.  
<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045f even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), 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 Social Security Administration office or get this form online at [www.ssa.gov](http://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](http://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 [www.irs.gov](http://www.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, 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 domestic* entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see Exempt Payee on page 2.

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

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

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, 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.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (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.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

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](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

## 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> 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. Circle the minor's name and furnish the minor's SSN.

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

<sup>4</sup> 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 1.

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

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.