



WASHINGTON ELEMENTARY SCHOOL DISTRICT #6
NOTICE OF INVITATION FOR BID

Material and/or Service: **BID# 22.039**

Fire Lane Replacement at Sahuaro

BID DUE DATE: Thursday, January 12, 2023

Time: 2:30 P.M. **Local Time**

Opening Location: Washington Elementary School District
Business Services\Purchasing Department
4650 W. Sweetwater Avenue
Glendale, AZ 85304-1505

In accordance with School District Procurement Rules in the Arizona Administrative Code (A.A.C.) promulgated by the State Board of Education pursuant to A.R.S. 15-213, Bids for the material or services specified will be received by the Washington Elementary School District, at the above specified location, until the time and date cited. Bids received by the correct time and date shall be opened and the bidder's pricing shall be publicly read and recorded. All other information contained in the Bid shall remain confidential until the award is made.

Bids 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 Bids shall not be considered. **If you need directions to our office**, please call 602-347-2864.

Bids must be submitted in a **sealed envelope with the solicitation number and the Bidder's name and address clearly indicated on the envelope**. All Bids must be written legibly in ink or typewritten. Additional instructions for preparing a Bid are provided herein.

Pre-Bid Meeting: There will be a Pre-bid meeting at 11:00 am on Thursday, December 15, 2022. This meeting will be held at Sahuaro Elementary located at 12835 N 33rd Ave., Phoenix, AZ 85029.

Questions are due Thursday, January 5, 2023 by 12:00 P.M. An Amendment will be issued addressing questions.

This bid will go into effect upon award.

VENDORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION FOR BID

Contact: Tracy Pruitt
Director of Purchasing
Phone: 602-347-2610
Fax: 602-347-3521
Email: tracy.pruitt@wesdschools.org

Authorization: Tracy Pruitt
Tracy Pruitt, Director of Purchasing

December 1, 2022

Date

“NO BID” RESPONSE FORM
BID #22.038
Fire Lane Replacement at Sahuaro

If you do not wish to respond to this solicitation, please provide written notification of your decision. Please indicate below in the appropriate area the reason for your decision and return this page. Failure to respond will result in deletion of your name from the District’s vendor listing. This form may be returned to the address listed below, or faxed to 602-347-3521. A “No Bid” will be considered a response.

- ☐ I am submitting a “NO BID” at this time.
Please keep my name on the District’s Bidder’s List.
- ☐ I cannot meet the product/service specifications as described in the solicitation due to:

- ☐ I cannot meet the Terms and Conditions of the solicitation because:

- ☐ I do not provide products/services of this nature.
Please remove my name from this category. I will submit a revised Vendor Registration Form.
You may receive a copy by mail by contacting Esther Heath at 602-347-2864.
- ☐ I no longer wish to do business with Washington Elementary School District.
Please remove my name from the District’s Bidder’s List.

Name of Company Bidding

Date Signed

Authorized Signature/Local Representative

Telephone/Fax Number

Type Name and Position Held with Company

Email

Mailing Address

City

State

Zip

Please return this completed form to:
Washington School District No. 6
Purchasing Vendor Registration
4650 W. Sweetwater
Glendale, AZ 85304-1505
FAX: 602-347-3521

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
“NO BID” Response Form	2
Uniform Instructions for Bidders.....	4
Uniform General Terms and Conditions.....	10
Special Instructions to Bidders	19
Special Terms and Conditions	20
Bid Requirements	28
Scope of Work/Specifications.....	29
BID Cost Form(s)	30
Questionnaire	31
BID References.....	32
Offer and Acceptance	33
Deviations and Exceptions.....	34
Request for Confidentiality /Proprietary Submittals	35
Amendment Acknowledgement.....	36
Non-Collusion Affidavit	37
Certification SB/MO/WBE	38
Debarment Certification.....	39
Vendor Registration Form	40
I.R.S. W-9 form	46
Fire Line Plans.....	Attachment 1
Fire Lane Plans	Attachment 2
Fire Line Specs.....	Attachment 3
Fire Lane Specs.....	Attachment 4

DOCUMENTS REFERENCED:

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

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

The Arizona School District Procurement Rules in the Arizona Administrative Code is available at:

https://apps.azsos.gov/public_services/Title_07/7-02.pdf

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

Education Department General Administrative Regulations (EDGAR) and Other Applicable Grant Regulations is available at: <https://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>

UNIFORM INSTRUCTIONS FOR BIDDERS

1. DEFINITION OF TERMS

In addition to the definitions specified in Arizona Administrative Code R7-2-1001, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires a Bidder to submit as part of the Bid.
- B. **“Award”** means a determination by District that it is entering into a contract with one or more Bidders.
- C. **“Bid”** means a response to an invitation for bids and includes an offer to contract with District.
- D. **“Bidder”** means a person submitting a Bid in response to an invitation for bids.
- E. **“Contract”** means a legally binding contractual agreement, regardless of what it may be called, for the purchase of materials, services, construction or construction services, or the disposal of materials by District. **“Contract”** includes the combination of the Solicitation, including the Uniform and Special Instructions, the General and Special Terms and Conditions, Special Instructions for Bidders, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law. A Contract does not include a contract or agreement prepared and requested by Contractor unless it contains a provision that expressly states that it will be deemed part of the Contract, identifies what provisions of the Contract, if any, are superseded by the Contract or agreement, and is signed by the District Representative.
- F. **“Contract Amendment”** means a written document signed by the School District/Public Entity that is issued for the purpose of making changes in the Contract.
- G. **“Contractor”** means any person who has a contract with District. A Bidder who has been awarded a Contract by District is a Contractor of District.
- H. **“Days”** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- I. **“District”** means Washington Elementary School District No. 6.
- J. **“District Representative”** means Cathy Thompson, Director of Business Services, or her designee.
- K. **“Effective Date”** means 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.
- L. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- M. **“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.
- N. **“Offer”** means Bid, Proposal, or quotation.
- O. **“Offer Deadline”** means the exact date and time when no Offer submitted thereafter may be considered or accepted by District.
- P. **“Offeror”** means a person submitting a Bid in response to a Invitation for Bid.
- Q. **“Proposal”** means a response to a Request for Proposals and includes an Offer to contract with District.
- R. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this solicitation or his/her designee.
- S. **“Purchase Order”** means a document issued by District, in writing or electronically, and identified as a Purchase Order that authorizes Contractor to proceed with fulfillment of all or part of an awarded Contract by delivery of materials or services in quantities and at times and locations specified in the Purchase Order.

- T. **"Responsible Bidder"** means a person who at the time of Contract Award has the capability to perform the Contract requirements and the integrity and reliability which will assure good faith performance.
- U. **"Responsive Bidder"** means a person who submits an Offer that reasonably and substantially conforms to all material requirements of the Solicitation.
- V. **"Solicitation"** means an invitation for bids, an invitation to submit technical offers, a Request for Proposals, a request for qualification, or any other invitation or request by which District invites a person to participate in a procurement. A Solicitation includes, in addition to the Invitation for Bid or Request for Proposal, the Uniform Instructions for Offers, Uniform General Terms and Conditions, Special Terms and Conditions, Statement of Scope of Work/Specifications, Solicitation Amendments, and Solicitation Exhibits and Attachments.
- W. **"Solicitation Amendment"** means a written document that is authorized by the Procurement Officer and issued by District for the purpose of making changes, clarifications, or additions to the Solicitation.
- X. **"The Solicitation Contact Person"** for the Solicitation is the Procurement Officer designated on the first page of the Solicitation.
- Y. **"Subcontract"** means any Contract, express or implied, between 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.

2. INQUIRIES

- A. **Duty to Examine.** It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification in writing, and check its Bid for accuracy before submitting the Bid. Lack of care in preparing an Offer shall not be grounds for withdrawing the Bid after the bid due date 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 Bidder shall not contact or direct inquiries concerning the 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 an Bid and not be opened until after the Bid due date and time.
- D. **Timeliness.** Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer Deadline. Failure to do so may result in the inquiry not being answered.
- E. **No Reliance on Verbal Responses.** Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. A Bidder may not rely on verbal responses to inquiries.
- F. **Solicitation Amendments.** The Solicitation shall only be modified by a Solicitation Amendment. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be acknowledged by the person signing the bid. Failure to acknowledge a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the bid.
- G. **Pre-Bid Conference.** If a Pre-Bid Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. A Bidder should raise any questions it may have about the Solicitation at the conference. Statements made during a pre-bid conference are not an amendment to the solicitation. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 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.

3. BID PREPARATION

- A. **Forms.** A bid 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.
- B. **Typed or Ink; Corrections.** The Offer must be typed or in ink. Erasures, interlineations, or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. **Evidence of Intent to be Bound.** Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and signature by authorized representative of the Bidder. The signature shall signify the Bidder's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete.
- D. **Exceptions to Terms and Conditions.** All exceptions included with the Bid shall be submitted on the Deviations and Exceptions page in which the Bidder 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 Procurement Officer shall determine, in his or her sole discretion, whether an exception is substantial or material and advise the Bidder of the decision. If the request for exceptions is not acceptable, District will reject the Offer. The Bidder's preprinted or standard terms will not be considered as a part of any resulting Contract. A Bid that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- E. **Subcontracts.** A Bidder shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. **Cost of Bid Preparation.** District will not reimburse a Bidder for the cost of responding to a Solicitation.
- G. **Solicitation Amendment.** Unless otherwise stated in the Solicitation, each Solicitation Amendment should be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer Deadline. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- H. **Federal Excise Tax.** School Districts/Public Entities are exempt from Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- Taxes.** Prices stated in a Solicitation shall not include applicable state and local taxes.
- I. **Provisions of Tax Identification Numbers.** Bidders are required to provide their Arizona Transaction Privilege Tax number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form and provide the tax rate and amount, if applicable, on the Cost Sheet and/or vendor registration form.
- J. **Identification of Taxes in Bid.** School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Bidders do not indicate taxes on a separate item in the Bid the School District/Public Entity will conclude that, the price(s) bid includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Bidder.
- K. **Disclosure.** If the Firm, business, or person submitting this Bid 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 Bidder must fully explain the circumstances relating to the preclusion or proposed preclusion in the Bid. The Bidder shall include a letter with its Bid 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.
- L. **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. Solicitation Amendments
2. Special Terms and Conditions
3. Uniform General Terms and Conditions
4. Scope of Work/Specifications
5. Solicitation Attachments
6. Exhibits
7. Special Instructions to Bidders
8. Uniform Instructions for Bidders

- M. Delivery.** Unless state otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination (freight prepaid and allowed). Title and risk of loss shall not pass to District until District receives the products or materials at delivery point, unless otherwise provided in the Special Terms and Conditions, if any.

Software: Title and Risk of loss shall not pass to the District until the District has verified access to the digital media content. In the event access cannot be obtained, the District will make every reasonable attempt to work with the vendor to resolve the issue prior to cancelling a purchase order.

4. SUBMISSION OF BID

- A. Sealed Envelope or Package.** Each Bid shall be submitted to the location identified in this Solicitation, in a sealed envelope or package that identifies its contents as a Bid and the Solicitation number to which it responds. The appropriate Solicitation Number should be plainly marked on the outside of the envelope or package.
- B. Electronic Submission.** If determined by the District that electronic submission of bids 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 Bid shall be rejected.
- C. Bid Amendment or Withdrawal.** A Bidder may modify or withdraw a Bid in writing at any time before Bid opening if the modification or withdraw is received before the Bid due date and time at the location designated in the Invitation for Bid. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided under A.A.C. R7-2-1028.
- D. Public Record.** Under applicable law, all Bids submitted and opened are public records and must be retained by the School District/Public Entity. Bids shall be open to public inspection after Contract award, except for such Bids deemed to be confidential by the School District/Public Entity, pursuant to A.A.C. R7-2-1006. If an Bidder believes that information in its Bid contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. § 39-121, a statement advising the school district of this fact shall be provided on the Confidential/Proprietary Submittals page and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- E. Non-collusion Employment and Services.** By signing the Offer and Acceptance form or other official contract form, the Bidder 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 Bidder or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Bidder 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 Bid for the purpose of restricting competition. It did not involve collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; 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; and
 3. By submission of this Bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible 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; and

4. By submission of this Bid, 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 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.
5. By submission of this Bid, that Bidder has taken steps and exercised due diligence to ensure that Bidder has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1003(J).

5. ADDITIONAL BID INFORMATION

- A. **Unit Price Prevails.** 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 this state will not be a factor when determining lowest bidder.
- C. **Late Bids, Modifications or Withdrawals.** A Bid Modification or Withdrawal submitted after the exact Bid due date and time shall not be considered except under the circumstances set forth in R7-2-1028(B).
- D. **Disqualification.** A Bid from a Bidder who is currently debarred, suspend or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. **Bid Acceptance Period.** An Offeror submitting a Bid under this Solicitation shall hold its Bid open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Bid acceptance, the number of days shall be ninety (90).
- F. **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 within thirty (30) days.
- G. **Waiver and Rejection Rights.** Notwithstanding any other provision of this solicitation, the School District/Public Entity reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Bids or portions thereof; or
 3. Cancel a solicitation.
- H. **Confirmation.** District may contact the Bidder to confirm its understanding of the Offer. Such contact shall occur after the Offer Deadline and prior to award. District shall seek written confirmation from the Bidder and shall retain the request and confirmation, if obtained, in the procurement file.

6. 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 item, by a group of line items, by an incremental award or by Region, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Bidders that the School District/Public Entity determines is necessary to meet the needs of the School District/Public Entity.
- B. **Contract Commencement.** A Bid does not constitute a Contract nor does it confer any rights on the Bidder to the award of a Contract. A Contract is not created until the Bid is accepted in writing by the District/Public Entity authorized 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 Bid.
- 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/Public Entity will be contingent upon the approval of their Governing Board, if applicable.

7. 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 as listed in the Special Instructions to Bidders.

- 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 party's 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.
- B. The interested party shall supply promptly any other information requested by the district representative.
- C. 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.
- D. In cases other than those covered in section C of the section, the interested party shall file the protest within ten (10) days after the school district makes the procurement file available for public inspection.
- E. 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 District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the ten (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

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 § 35-215, 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. All records shall be subject to inspection and audit at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 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 any time 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 Offer 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.** The Contractor shall not advertise or publish information for commercial benefit concerning this Contract 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. COST AND PAYMENTS

- A. **Payments.** Payments shall comply with the requirements of A.R.S. § 35-342 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. Taxes shall be listed separately from the item cost. Contractor shall send invoices to District's Accounts Payable Department, 4650 W Sweetwater Ave., Glendale, AZ 85304. All transactions are payable in U.S. currency only.

Correct Billing. Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, Contractor must correct invoices resulting in excess charges, no matter the cause of the error or the delay in noticing error. Any excess payment must be returned to District within the time allowed by law, in the form of a check or credit memo, as determined by District.

Progress Payments. District may make progress payments under the following conditions: 1) District and Contractor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) District accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments must be made in full compliance with District's local governing entity rules and any and all other applicable state rules and regulations.

Software: Progress payments are only applicable to software programs being developed on behalf of the District. Any existing programs are not subject to progress payments.

B. **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 Bid and in any resulting Contract.
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.

- C. **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.

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 A.R.S. § 41-621 and § 35-154, 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 A.R.S. § 41-621 and § 35-154, 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.

Software: Intellectual Property. As between the parties, Vendor will and does retain all proprietary and intellectual property rights, title and interest (Including, without limitation, all Intellectual Property Rights) in and to the Product. Client retains all ownership rights to Client Data and Client Content.

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 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.

Online and digital programs must comply with COPA, FERPA, HIPPA, and Web Accessibility.

- 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 the 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 and A.A.C. R7-2-1087 (F) 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. **Personal Gifts or Benefits.** The School District may, by written notice, terminate this Contract, in whole or in part, if the School District determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee of the School District who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and A.A.C. R7-2-1087(G).
- C. **Gratuities.** In accordance with A.A.C. R7-2-1087(H) 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.
- D. **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.
- E. **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.
- F. **Cancellation for Bankruptcy or Acquisition.** District reserves the right to cancel, or suspend the use of, any Contract if Contractor files for bankruptcy protection, or is acquired by an independent third party.
- G. **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.

H. **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 to A.R.S. § 15-213 and rules adopted thereunder.

10. GIFT POLICY

The District will accept no gifts, gratuities or advertising products from Bidders. The Purchasing Department has adopted a zero tolerance policy concerning Bidder gifts. The District may request product samples from Bidders for official evaluation with disposal of those said samples at the discretion of the Procurement Officer.

11. INTEGRITY OF BID

By signing this bid, the bidder affirms that the bidder has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan gratuity, special discount, trip favor, or service to any employee of the School District/Public Entity in connection with the submitted Bid. Failure to sign the bid, or signing it with a false statement, shall void the submitted Bid or any resulting contract.

12. 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.

13. CONTRACTOR’S EMPLOYMENT ELIGIBILITY

By entering the contract, contractor warrants compliance with A.R.S. § 41-4401, A.R.S. § 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 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.

14. 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.

15. FINGERPRINT CLEARANCE CARDS

In accordance with A.R.S. § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in Governing Board policy.

Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Additionally, contractor shall comply with the governing body fingerprinting policies of each individual School District/Public Entity.

16. CLARIFICATIONS

Clarification means communication with Bidder for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Bid. It is achieved by explanation or substantiation, either in a written response to an inquiry from the District or as initiated by Bidder. Clarification does not give Bidder an opportunity to revise or modify its Bid, except to the extent that correction of apparent clerical mistakes results in a revision.

17. CONFIDENTIAL/PROPRIETARY INFORMATION

Confidential information request: If Bidder believes that its Bid contains trade secrets or proprietary information that should be withheld from public inspection as required by A.R.S. § 39-121, a statement advising the School District/Public Entity of this fact shall accompany the Bid, and the information shall be so identified wherever it appears. The School District/Public Entity shall review the statement and shall determine in writing whether the information shall be withheld. If the School District/Public Entity determines to disclose the information, the School District/Public Entity shall inform Bidder in writing of such determination.

When submitting a bid containing "CONFIDENTIAL" information, bidder agrees to defend, indemnify and hold harmless the District, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the District withholding information that bidder marked as "CONFIDENTIAL".

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

Contract Terms and Conditions, Pricing and information generally available to the Public are not considered confidential information under this section.

Public Record: All Bids submitted in response to this solicitation shall become the property of the School District/Public Entity. They will become a matter of public record available for review, subsequent to award notification, under the supervision of the Purchasing Official.

18. ACCEPTABLE USE: SOFTWARE (When applicable)

- A. Client Restrictions.** Client may only use the Products for its own lawful, internal business purposes. Client shall not (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell the Products except through Transactions; (iii) create any derivative works based upon the Products; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the extent that such restriction is not permitted under applicable law); (v) make the Products available to any unauthorized parties, or (vi) perform, or release the results of, benchmark tests or other comparisons of the Products with other software, services, or materials. Should unexpected or inappropriate use of the Software (e.g., improperly formatted or constructed Client Content extraordinary bandwidth usage; uploaded files that contain viruses, worms, spyware, or other malicious content; load tests, security scans, or penetration tests conducted without notice, etc.) result in denial of service with respect to the Software, Vendor may disable the implicated Client Content and/or deny access to Client's portal as necessary to remedy the issue. Client will be responsible for Active Users' compliance with the Agreement and liable for Active Users' breach thereof. Client will ensure that it has obtained all necessary consents and approvals for Vendor to access Client Data for the purposes permitted under this Agreement. If Client is in breach of this section, Vendor may suspend Services, in addition to any other rights and remedies Vendor may have at law or in equity.
- B. Client Responsibility.** Client is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Client or by any person or entity Client permits to access the Services. Client represents and warrants that it will: (a) not use the Services in a manner that: (i) is prohibited by any law or regulation, or to facilitate the violation of any law or regulation; or (ii) will disrupt a third parties' similar use; (b) not violate or tamper with the security of any Vendor computer equipment or program. Vendor may terminate the Agreement immediately if Client fails to adhere to the foregoing acceptable use standards.

- C. **Support.** After Implementation of a new program is completed, Vendor shall provide the level of technical support stated in the applicable Purchase Order. Only the number of administrators set forth in the applicable support package (i.e., not all subscribers) may contact Vendor for support. Client agrees to promptly provide Vendor with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Vendor order for Vendor to comply with its support obligations hereunder. In no event shall Vendor be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Vendor.
- D. **Services.** When software is being developed for the Client: Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order. When Vendor notifies Client that a given project has been completed, Client shall either accept or reject the project based on whether the deliverables for that project have been performed in substantial and material accordance with the applicable Purchase Order. If Client: (1) fails to provide written notice of acceptance or rejection of the Service Vendor within twenty (20) days of Vendor's notification that the project is complete; or (ii) with respect to an Implementation, uses the implemented Product in a live environment for a total of twenty (20) days, then the project will be deemed accepted.

19. **COVID-19 PROVISIONS**

A. **Compliance with COVID -19 Requirements and Laws.**

1. The Consultant/vendor/proponent shall comply with all applicable guidelines, requirements, and instructions issued by ENTITY, in addition to those issued by the GOVERNMENT BODY or other government authorities related to COVID -19 in the performance of the Work ("COVID Requirements").
2. The Consultant/vendor/proponent shall ensure that all Consultant/vendor/proponent Personnel and sub Consultant/vendor/proponents engaged in the performance of the Work comply with all COVID Requirements.
 - a. Upon request by ENTITY, the Consultant/vendor/proponent shall provide to ENTITY, sufficient proof of compliance with any COVID Requirements to the reasonable satisfaction of ENTITY.
3. The Parties must ensure that COVID Requirements are fully incorporated into any applicable health and safety plan for the performance of the Work.

B. **Changes to COVID Requirements.**

The parties acknowledge that a Force Majeure related to COVID -19 may occur and agree that the following provisions shall apply in addition to section 5 D of the Agreement:

1. ENTITY recognizes that further changes to COVID Requirements may occur due to the COVID -19 pandemic, and such changes may affect performance. Any unexpected performance issues and/or unexpected delays or changes related to COVID-19 will be handled on a case by case basis and in accordance with the terms of the Agreement, which may include an extension of time to perform its obligations.
 2. If performance of the Work or the operations of either Party will be hindered or delayed by the COVID-19 pandemic emergency, the affected Party shall give notice to the other Party as soon as practicable after becoming aware of the circumstances.
- C. The Parties shall use reasonable efforts and diligence to mitigate and reduce the effect of the circumstances and to minimize delay. Where delay is unavoidable, the Parties shall use their best efforts to adjust Contract Date(s), having due regard to all relevant circumstances. There shall be no adjustment of the Contract Price on account of such delay.

- D. The Consultant/vendor/proponent shall use all reasonable efforts to mitigate any additional costs or delays related to or arising from COVID Requirements. Upon request from ENTITY, the Consultant/vendor/proponent will promptly submit a sufficient and detailed description, supported by any documentation as ENTITY may reasonably require, of the measures and steps taken by the Consultant/vendor/proponent to mitigate any additional costs or delays.
- E. If there is a valid and sufficiently proven increase or decrease in the cost and/or time to perform Work or the Consultant/vendor/proponent due to changes in COVID Requirements that came into effect after the date a Contract was executed, then such costs and/or time, if reasonable and proper, may be increased or decreased through a Change Order in accordance with the terms of this Agreement.
- F. Despite any other term in this Agreement or a Contract, if the Consultant/vendor/proponent fails to provide sufficient notice or description of additional costs or delays in accordance with the terms of this Agreement, then no extension of time shall be provided to the Consultant/vendor/proponent and no payment shall be made to the Consultant/vendor/proponent for any additional expense, cost, or any loss, damages, or compensation incurred or sustained by the Consultant/vendor/proponent for any reason related to or arising from any changes in COVID Requirements.

SPECIAL INSTRUCTIONS TO BIDDERS

1. DISTRICT REPRESENTATIVE

In accordance with A.A.C. R7-2-1024(B.1.j), and the “Uniform Instructions to Bidders”, The District Representative for Washington Elementary School District is Daniel O’Brien, Director of Business Services.

2. BIDDER RESPONSIBILITY

The successful Bidder shall protect all furnishings from damage and shall protect the school district’s property from damage or loss arising in connection with this contract. Bidder shall make good any such damage, injury or loss caused by the operations, or those employees, to the satisfaction of the District. Any damage caused to District facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the District.

The successful Bidder shall adequately screen all employees and, where applicable, independent contractors and subcontractors who may be involved in providing services under this contract, to determine the appropriateness of their working at a public school facility.

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

The successful Bidder must be prepared to provide an adequate work force and inventory of vehicles, materials and equipment. It shall be the successful Bidder’s responsibility to ensure continuation of service.

The successful Bidder must provide adequate training for all contracted employees providing services under this contract. The successful Bidder must make employees/ contracted employees/subcontractors aware of the requirements of the contract including, but not limited to delivery requirements, alarm procedures, and any other information which may be necessary to properly provide the specified service.

3. ACKNOWLEDGEMENT OF AMENDMENTS

In accordance with A.A.C. R7-2-1024(B.1.k), bidder should acknowledge receipt of all amendments by submitting a copy of the amendment with their bid response and/or by signing the amendment acknowledgement form. Amendments can be found on the District site at: <http://www.wesdschools.org/Domain/33>

4. BIDDER REQUIRED CONTRACT/AGREEMENT

If your firm will require the District to sign any form of contract/agreement, a copy of that contract/agreement shall be included with this Bid. Contents and stipulations contained in the contract/agreement may be part of the evaluation criteria.

5. AUTHORITY

This solicitation as well as any resulting contract is issued under the authority of the Governing Board or designee. No alteration and/or any resulting contract may be made without the express written approval of the District in a form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the School District Procurement Rules. Any such action is subject to legal and contractual remedies available to the District inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

6. QUESTIONS

All questions related to this Solicitation shall be in writing and directed to the contact person listed on page one (1) by email or by fax at 602-347-3521. Bidders shall not contact or ask questions of the school or department for which the requirement is being procured. All inquiries shall be made a minimum of seven (7) days prior to the specified opening date as directed on Page 1. Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. All questions will be responded to as soon as possible.

SPECIAL TERMS AND CONDITIONS

1. PURPOSE

The Purpose is to replace the Fire Lane and Fire Line at Sahuaro Elementary in the Washington Elementary School District.

2. INSURANCE REQUIREMENTS

Offeror agrees to maintain such insurance as will fully protect Offeror and 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 **may** be required to submit proof of and maintain Worker's Compensation and Employer's Liability Insurance as required by law. Offeror shall procure and maintain until all of its obligations under the Contract have been fully discharged,

A. Commercial General Liability (CGL) – Liability arising out of activities performed by or on behalf of Contractor

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following specific language: "Washington Elementary School District #6" is named as additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor."

B. Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles if used in the performance of the Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following language: "Washington Elementary School District #6 is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor, including automobiles owned, leased, hired or borrowed by Contractor".

C. Workers' Compensation and Employers' Liability

Workers' Compensation	Statutory
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Employers' Liability:

Each Accident	\$1,000,000
Disease -Each Employee	\$1,000,000
Disease -Policy Limit	\$1,000,000

D. Property Insurance

Contractors awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

E. Technology/Network Errors and Omissions Insurance- if applicable in the performance of the Contract.

Each Claim for	\$1,000,000
Annual Aggregate	\$1,000,000

Coverage for Professional Services being performed including:

Network/Computer Systems analysis;
Network/Computer Software Design;
Network/Computer Systems programming;
Network/Computer Data processing;
Network/Computer Systems integration;
Network/Computer Outsourcing including outsourcing development and design;
Network/Computer Systems design, consulting, development and modification;
Training services relating to computer software or hardware;
Management, repair and maintenance of computer products, networks and systems;
Marketing, selling, servicing, distributing, installing and maintaining computer hardware or software; and data entry, modification, verification, maintenance, storage, retrieval or preparation of data output

- a. In the event that the Technology/Network Errors and Omissions insurance required by this contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.
- Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

F. Cyber Liability- if applicable in the performance of the Contract.

Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of service, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

Each Claim for	\$1,000,000
Annual Aggregate	\$2,000,000

Coverage to include:

- Hostile action or a threat of hostile action with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible;
- Computer viruses, Trojan horses, worms and any other type of malicious or damaging code;
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data;
- Denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system;
- Loss of service for which the insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities;
- Access to a computer system or computer system resources by an unauthorized person or an authorized person in an unauthorized manner;
- Loss or disclosure of confidential information no matter how it occurs.

G. Fidelity Bond or Crime Policy

The policy shall be issued with minimum limits of \$1,000,000

Coverage to include:

- The policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- The policy shall **include coverage for third party employee dishonesty.**
- The policy shall **include coverage for theft.**
- The policy shall cover loss outside the premises of the **Named Insured.**

H. Additional Insurance Requirements.

The policies are to contain, or be endorsed to contain, the following provisions:

- Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.
- Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

I. Pollution Liability Insurance (CPL), if applicable in the performance of the Contract.

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- This may be included with CGL coverage.

3. **SAFETY**

Bidder, at its own expense and at all times, shall take all reasonable precautions to protect persons and the District property from damage, loss or injury resulting from the activities of Bidder, its employees, its subcontractors, and/or other persons present. Bidder will comply with all specific job safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970.

All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial.

4. **LICENSES**

Successful Bidder shall maintain in current status all federal, state, and local licenses and permits required by the operation of the business conducted by the Bidder. The successful Bidder shall provide documentation of professional memberships, certifications, and licenses when applicable to the contract.

5. **FINGERPRINT REQUIREMENTS**

If the District anticipates that services under this contract will cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils, the fingerprint clearance cards will be required. In accordance with A.R.S. § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with A.R.S. § 41-4401, A.R.S. § 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

The District may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should the District request evidence of compliance, the Contractor and any proposed subcontractors shall have seven (7) working days from receipt of the request to supply adequate information. Failure to supply the requested information or if the District suspects or finds 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: non consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

Fingerprint clearance cards will not be required for this contract.

6. **REGISTERED SEX OFFENDER RESTRICTIONS**

Pursuant to award, Bidder agrees that no employee of the Firm or subcontractor of the Firm, who is required to register as a sex offender, pursuant to A.R.S. § 13-3821, will perform work on the District premises or equipment at any time when District students are, or are reasonably expected to be, present. Bidder further agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the award at the District's discretion.

7. **NON-EXCLUSIVE CONTRACT**

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the convenience of the Washington Elementary School District and participating districts. The District reserves the right to obtain like goods or services from another source when necessary.

8. **GOVERNING LAW**

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County.

9. ESTIMATED USAGE

The contract shall be on an as needed, if needed basis.

10. VOLUME

The volume of value of purchase under the resultant contract(s) is unknown. The District shall not be bound to purchase a minimum quantity during the contract period. Any quantities listed are an estimated amount based upon documented usage. The District reserves the right to increase or decrease any estimated quantities.

11. UNIT OF ISSUE

The following abbreviations of UNIT OF ISSUE may be used in this Bid.

Bag – BG	Each – EA	Quart – QT
Ball – BL	Fold – FLD	Ream – RM
Bottle – BTL	Foot - FT	Roll – RL
Box – BX	Gallon – GAL	Set – ST
Bundle – BNDL	Gross – GR	Sheet – SHT
Can – CN	Package – PKG	Skein – SKN
Case – CS	Pair – PR	Yard – YD
Dozen – DZ	Pint - PT	

12. AWARD

It is expected that the award for this contract will be made by the WESD Governing Board by January 2023.

13. TERMS OF AWARD

It is the intent of the District to award a multi-term contract, beginning upon award and continuing until project completion. The project final completion is July 21, 2023. However, no contract exists unless and until a purchase, order is issued each fiscal year. All services are on an “as-needed, if-needed” basis, no minimum guarantee is implied.

Bidder shall be notified in writing by the Purchasing Department of the District’s intention to cancel the contract period at least thirty (30) calendar days prior to the expiration of the renewal contract period. Cancellation may be based upon lack of funds or bidder performance deficiencies.

The contract may be terminated by either party prior to the expiration date upon thirty (30) days written notice to the other party. Cancellation of the contract shall not relieve the contractor of responsibility for satisfaction of all work that should have been done up to the last day of the contract.

14. CONTRACT AWARD

It is anticipated that a contract under this bid will be awarded to a single bidder.

15. MULTIPLE AWARD

The District reserves the right to make a multiple award to more than one supplier. The award will be limited to the least number of suppliers that the District determines is necessary to meet the needs of the District. The District reserves the right to make a multiple award at the discretion of the Governing Board. Per A.A.C. R7-2-1024(B.1.d), contracts will be awarded by individual line item, groups of line items, incrementally, by region, or by location.

16. AWARD BASIS

The contract shall be awarded to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements set forth in the Solicitation.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the form on the bidder’s letterhead over the signature of the person signing the form. Such appendages shall be considered part of the bidder’s formal Bid. For the absence of any statements of deviation or exception, the Bid shall be accepted as in strict compliance with all terms and conditions.

If a vendor receives a contract award, an order is placed and vendor is unable to meet the delivery requirements, meet service requirements, or material that meets the Districts needs as outlined in this Solicitation, or is unable to hold bid price, or fails to provide product or service within a reasonable period of time, AND/OR fails to provide product complying with the specifications, as determined by the District, the District reserves the right to go to the next lowest

proposal price of equal quality which meets specifications. If the bid item delivered does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition, or if service is unsatisfactory, vendor must pick up item immediately and replace to each district's satisfaction at no additional charge, or issue full credit, for service a return visit must be re-scheduled within 24 hours. Rejected items must be removed from the District's premises by the vendor upon verbal notification

17. EVALUATION

Representatives of the District will evaluate the Bid.

Per A.A.C. R7-2-1031, the bids will be initially evaluated for conforming to the requirements of the bid. All those responsible and responsive vendors who met the technical requirements will then be evaluated for pricing and specification of products. Price shall not be the sole factor in making bid award, and bidders should not anticipate that the lowest priced item or service will be awarded in all instances. Responsiveness to the solicitation and responsibility to successfully carry out the contract must be evident. Award will be made as determined to be in the best interest of the District and their decision shall be final.

Evaluation criteria are listed below.

- A. Cost/Discount Offered – While cost is a significant factor in considering the placement of the awards, it is not the only factor.
- B. Conformity to the exact requirements of this Bid.
- C. References of educational customers who have purchased from you in the three years.
- D. Availability of company to perform jobs.

All Bids shall be open for public inspection after award of contract, except to the extent the Bidder designates, and the District concurs, that trade secrets or other proprietary data contained in the Bid documents remain confidential in accordance with A.A.C. R7-2-1006 and R7-2-1016.

18. BRAND NAME OR EQUAL SPECIFICATIONS

Specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other bidders but are intended to approximate the quality design or performance which is desired. Any Bid which proposes like quality, design or performance will be considered. If the description of your Bid differs in any way, you must give complete detailed description of your Bid including pictures and literature where applicable.

19. DEVIATIONS TO BID

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the Bid form on the Bidder's letterhead. Exceptions must be signed by an authorized representative of the company. Such appendages shall be considered part of the Bidders formal Bid

20. BID SECURITY/ BID BOND

Bid security submitted by the bidder guarantees that the bidder will execute a contract with the District at the bid price upon award of the bid. If the successful bidder refuses to enter into a contract, the bid security will be forfeited to the District. Bid security in the amount of 10 percent of the bid price is normally required with all sealed bids for construction projects when the construction cost is estimated to exceed \$50,000.00. If a bidder fails to submit the required bid security with the bid, the bid shall be considered nonresponsive and subject to rejection unless the Director of Purchasing Services determine in writing that the bid substantially complies with the security requirements. Acceptable bid security shall be a bond underwritten by a company licensed to issue bonds in Arizona or a certified or cashier's check payable to the Governing Board of Washington Elementary School District of Maricopa County, Arizona. Such bid bond or check will be returned to the respective unsuccessful bidders upon award of the contract. Such bid bond or check will be returned to the successful bidder upon execution and delivery of satisfactory 100% Surety Company Performance and Payment Bonds.

21. PERFORMANCE AND PAYMENT BOND

Performance and payment bonds submitted by the successful bidder upon award of the contract guarantee faithful performance of the contract and payment of materials and labor by the contractor to all subcontractors and material suppliers. Performance and payment bonds in the amount of 100% of the contract price shall be required upon award of contract.

22. LIQUIDATED DAMAGES

The Bidder shall pay Owner **Seven Hundred and Fifty dollars (\$ 750.00)** as liquidated damages for each calendar day that Final Completion of the entire Work, of any phase of the work if the Work is to be done in phases or of any portion of the Work that the Owner has agreed to separately extends beyond the required date.

The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion or Final Completion or both of the entire Work, of any phase of the Work if the Work is to be done in phases or of any portion of the Work that the Owner has agreed to accept separately on or after the established date(s).

23. PRICING

Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. DO NOT include sales tax on any item in the Bid.

After initial contract term and at least sixty (60) days but no more than ninety (90) days prior to any contract renewal, the Washington Elementary School District will review fully documented requests for price increases and may at its sole option accept any changes or cancel from the contract those items concerned. The vendor shall likewise offer any published price reduction, during the contract period, to the District concurrent with its announcement to other customers. All price adjustments will be effective upon acceptance of the WESD Purchasing Department.

24. PRICE INCREASE (UNFORESEEN)

Vendor may submit to the Procurement Officer a fully documented request for an emergency price increase only after the Contract has been in effect for 90 days. District, in its sole discretion, shall determine whether it is in District's best interest to grant the request, or continue the Contract to the end of its current term. If the request is granted, the price increase shall take effect thirty (30) days after the Procurement Officer delivers notice to Vendor.

The requested increase shall be limited to a documented cost increase to Vendor that was clearly unpredictable at the time of the Contract award and would impose substantial economic hardship on the Vendor. The Procurement Officer may require satisfactory evidence, including a formal announcement and/or published price lists, that a manufacturer or supplier to Vendor has announced a cost increase that contributes directly to Vendor's request for a price increase and would cause substantial economic hardship for the Vendor.

25. PRICE DECREASE

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

26. OTHER DISCOUNTS

Bidders may offer any other type of discount, rebate, or special pricing that will result in reduced pricing. Such discounts include electronic access ordering, prepayment plans, deposit accounts, and approval plans for agencies legally authorized to use them.

27. FUEL SURCHARGE, IF APPLICABLE TO CONTRACT

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Bidder and response by the District's Purchasing Division.

28. PRODUCT DELIVERY

Any Bid item delivered that does not meet specifications or is received in an unsatisfactory condition and is in a damaged or unusable condition must be picked up by the bidder immediately and replaced to the District's satisfaction at no additional charge, or issue full credit.

29. INSPECTION

All materials are subject to final inspection and acceptance by the District. Materials failing to meet the requirements of this contract will be held at Bidder's risk and may be returned to Bidder. If so returned, the cost of transportation, unpacking, inspection, repudiating, reshipping or other like expenses shall be the responsibility of the Bidder.

30. DELIVERY OF SERVICES

Services must be received within time agreed to by the District and the Bidder. The District shall make decisions as to compliance with contract services and time and their decision shall be final. The items on this contract shall be delivered per the specifications and instructions for each of the campuses.

31. BILLING

All billing notices must be sent to the District's accounts payable as shown on the purchase orders. All invoices shall identify the specific item(s) being billed. Any purchase order issued by Washington Elementary School District will refer to the Solicitation number of this BID.

32. **PAYMENT WITHHOLDING:** Payrolls, including subcontractor's payrolls, must be submitted weekly no later than seven (7) days after each pay period ending date. Payments may be withheld in part or in full until payrolls are received and reviewed to assure compliance of the Federal Labor Standards. Failure to clarify, when requested, discrepancies between hourly wages paid individual workers and the minimum hourly wages required by the Federal Wage Decisions contained in the Contract documents may also affect the complete or timely release of payments.

33. **LOCAL REPRESENTATIVE/ KEY PERSONAL**

Bidder shall have a Field Representative available at all times during the contract period.

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of District.

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 the district and shall, subject to the concurrence of the District, replace such personnel with personnel of substantially equal ability and qualifications.

34. **GUARANTEES BY THE SUCCESSFUL BIDDER(S)**

Bidder guarantees that equipment or material offered is standard, new, and as required by the specifications. Every item delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) year from the date of purchase. If during this period such faults develop, the successful Bidder agrees to replace the item affected without cost to the District.

35. **DESCRIPTIVE LITERATURE**

All Bids must include complete manufacturer's descriptive literature regarding the supplies they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result in the Bid being rejected.

36. **CURRENT MODELS/PRODUCTS**

Any and all products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

37. **PRODUCT DISCONTINUANCE**

The District may award a contract for a particular manufacturer and /or models of equipment as a result of this solicitation. In the event the manufacturer discontinues the product or model, the District at its sole discretion allow the Bidder to provide a substitute for the discontinued item. The Bidder shall request permission to substitute a new product or model and provide the following:

- A. A formal announcement from the manufacturer that the product or model has been discontinued.
- B. Documentation from the manufacturer that names the replacement product or model.
- C. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required and remains within the same category defined by the original solicitation.
- D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- F. As applicable if a sample is requested, notification will be given whether the same is acceptable, or is rejected, a reason shall be given.

38. **DEFECTIVE PRODUCTS**

All defective products shall be replaced and exchanged by the Vendor. The cost of transportation, unpacking, inspection, repackaging, shipping or other like expenses shall be paid by the vendor. All replacement products must be received by the District within seven (7) days of official notification.

39. CLARIFICATION OF SOLICITATION REQUIREMENTS

It is the responsibility of all Bidders to examine the solicitation and seek clarification of any item or requirement that may be clear or unclear to them and to check all offers for accuracy before submittal to the District. Any questions regarding this solicitation can be answered by emailing the Procurement Officer listed on the title page of this solicitation. All questions must be in writing. The Procurement Officer is not authorized to give information as to the requirements of the solicitation in addition to that contained in these written documents.

- ☒ Emailed questions should be sent no less than seven days before the Bid due date and time. Questions submitted after this time may not be addressed. All questions must reference the page and item that is to be addressed.
- ☒ All amendments should be acknowledged using the Amendment Acknowledgement Form included in this document.
- ☒ No verbal or written information, which is obtained other than by information in this document or by Amendments to this solicitation, will be binding on the District.

40. IMPORTANCE OF A RESPONSE

If you do not wish to bid on this requirement, please provide written notification of your decision. Failure to respond to two consecutive solicitations for similar items will result in deletion of your name from the District's vendor listing for that item. A "No Bid" will be considered a response. (See "No Bid Response Form" included with this solicitation).

BID REQUIREMENTS

TWO (3) copies of your submittal (1 original, 1 copy, and 1 electronic) must be submitted. The original should be clearly marked, "ORIGINAL" and the Copy should be clearly marked, "COPY".

Paper copies should be submitted in a 3- ring binder (No spiral bound or binder clipped).

Electronic Copy should be submitted on a thumb drive. Thumb drive must not be password protected and documents should be in PDF, word or excel format. It is the respondent's responsibility to ensure thumb drive contain all documents.

The Washington Elementary School District will not assume responsibility for any costs related to the preparation or submission of the submittal. FAXED or emailed BIDS will not be accepted or considered. In order for your BID to be considered, the following should be included and should be referenced with ***index tabs***:

Tab 1. Letter of Interest:

A signed letter of interest, stating the firm's or individual's interest and qualifications in providing these services should be included.

Tab 2. Vendor Information and Related Cost Forms

Bid Cost Form
Questionnaire

Tab 3. Reference List:

List of recent school district/non-school products of similar scope (3) shall be included.

Tab 4. Additional Required Forms:

Signed Offer and Acceptance Form
Deviations/Exceptions Form
Request for Confidential/Proprietary Submittals Form
Completed Amendment Acknowledgement Form
Non Collusion Form (Must be notarized)
Certification-SB/MO/WBE
Debarment Form
EDGAR Forms
Completed Vendor Registration Form
W-9
Proof of Insurance

Tab 5. Contract:

The form of contract for any award made as a result of this BID will be a District purchase order (issued annually), referencing this BID, which shall be considered a part of the contract. The amount will be based upon the fees shown in the BID and will take into consideration previous and anticipated expenses for the forthcoming year. If you will require the District to sign an additional or separate contract, a copy of the that contract must be included with the BID.

Tab 6. Bid Security/Bid Bond

Bid security in the amount of 10 percent of the bid price is required with all sealed bids for construction projects when the construction cost is estimated to exceed \$50,000.00.

SCOPE OF WORK/SPECIFICATIONS

Purpose:

Washington School District is currently seeking qualified individual(s) or firm(s) to replace the Fire lane and Fire line at Sahuaro Elementary School. .

Background:

The Washington School District consists of 32 K-8 elementary school campuses, 4 administrative/service centers, and covers approximately 44 square miles in the Phoenix and Glendale metropolitan areas of Arizona.

Project Information:

LOCATION	SCOPE
Sahuaro Elementary	Fire lane Replacement

Architect(s) of Record: Kimley-Horn

Project Description:

As specified in the plans and specifications in attachments 1-4.

- Attachment 1 – Fire Line Plans
- Attachment 2 – Fire Lane Plans
- Attachment 3 – Fire Line Specs
- Attachment 4 – Fire Lane Specs

Solicitation Timeline/ calendar of events:

Notice of Bid issued	December 1, 2022
Advertise Bid in the Newspaper/Post on Website....	December 1 & December 8, 2022
Pre-Bid.....	December 15, 2022 at 11:00 AM
Questions Due:	January 5, 2023 by 12:00 PM
Bid Due Date	January 12, 2023 2:00 pm
Final Approval by Governing Board	January 26, 2023

*Dates are Subject to Change

Substantial Completion of Project.....	EOB Friday July 14, 2023
Final Completion of Project.....	EOB Friday, July 21, 2023

Bid Cost Form

COMPANY'S NAME: _____

- ☐ I/We, the undersigned, agree to provide the service necessary for the scope of work and specifications. (Please expand spreadsheet as an attachment if additional fields for data entry are required. Note company name on each attached sheet.)
- ☐ I/We further declare that I/we have carefully read and examined all information to the referenced solicitation.
- ☐ I/We agree to comply with the District's rules, regulations and policies.
- ☐ The Contractor(s) shall be responsible for obtaining accurate measurements for all materials.

		Total Cost	Exclusions/Additional Information
No. 1	Sahuaro Fire Lane	\$	
No. 2	Sahuaro Fire Line	\$	

Prompt Payment Discounts Offered:

Normal payment processing takes 30 days from receipt of invoice. Please indicate any discounts for expedited processing of invoices:

10 days: _____ 20 days: _____ Other: days: _____ %

Company Name: _____

Printed Name: _____

Date: _____



Authorized Signature: _____

BID Questionnaire

Vendor Name _____

Length of time your company, under its current name, has been doing business in Arizona in years: _____

	Comply	Deviate	Comments
Does your company accept Purchase Orders?			
Will the District need a business account in order to use a Purchase Order?			
Are there any PO limitations?			
Are you able to conform to exact requirements of this Bid?			
Are you able to provide bid security as stated in the Bid?			
Are you able to provide a performance bond as stated in the Bid?			
Are you able to complete project the project within the time frame stated in Bid? Final completion is 330 days for all four campuses after Notice?			
Vendor will provide an assigned representative as a point of contact for the District's contact representative, to estimate and coordinate as needed.			
Assigned representative will work with the District representative to provide instructions and any other needed assistance.			
Vendor will respond to WESD communications via email within 48 hours, excluding weekends.			
The detailed terms of service are included with the response.			
Vendor shall provide all labor, equipment and materials required for in accordance with this Scope of Services.			

Name of Company Bidding_____
Date Signed_____
Authorized Signature/Local Representative_____
Telephone/Fax Number_____
Type Name and Position Held with Firm_____
Email Address_____
Mailing Address_____
City_____
State_____
Zip

BIDDER'S REFERENCES

INSTRUCTIONS: Enter the requested information for clients for whom you offer similar services as those requested under this solicitation. References are preferred from clients in Arizona school districts using your firm in the last five years. Each client may be initially contacted and asked questions and could be contacted again for clarification.

We will be requesting information from those references and may discuss the following:

- Size of district and /services used
- Start-up and how firm handled projects
- Ability of firm to provide results in a timely manner
- Experience and expertise as perceived by the district
- Initial and ongoing firms responsiveness to needs
- Participation and assistance when “issues” arise
- Client satisfaction for the money spent
- Satisfaction with “customer service”
- Ease of understanding billings
- Any value added services provided by the vendor

Name of Client: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Length of Client Relationship: _____

Name of Client: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Length of Client Relationship: _____

Name of Client: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Length of Client Relationship: _____

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: _____

DUNS No. _____

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 Bidder/Offeror certifies:

1. The submission of the Offer did not involve collusion or other anti-competitive practices and Bidder/Offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. § 15-213(O), A.A.C. R7-2-1003(J) and A.A.C. R7-2-1024(B.1.q) have occurred. .
2. The Bidder/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 Bidder/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 Bidder/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 Bidder/Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the Bidder/Offeror is not engaged in and for the duration of the contract will not engage in a boycott of Israel.
7. In accordance with A.R.S. § 35-394, the Bidder/Offeror is not currently and for the duration of the contract will not use the forced labor of ethnic Uyghurs in the People's Republic of China including goods, services, contractors, subcontractors, or suppliers thereof.
8. In accordance with A.R.S. § 15-512, the Bidder/Offeror shall comply with fingerprinting requirements unless otherwise exempted.
9. 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 agency.
10. 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 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.

-----WESD USE ONLY-----

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.:

22.039

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_____

WESD AUTHORIZED SIGNATURE

DEVIATIONS AND EXCEPTIONS

Bidders shall indicate any and all exceptions taken to the provisions or specification in this solicitation document.

Exceptions (mark one):

- ☐ The undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation.
- ☐ Exceptions taken (describe –attach additional pages if needed)

List any deviation or exception for any item listed in this solicitation. The item number must be listed and the page it is found on. Any deviation/exception or inability of the provider to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates full compliance with this solicitation.

[illegible]

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____ Authorized Signature: _____



CONFIDENTIAL/PROPRIETARY SUBMITTALS

Explanatory Note: The purpose of this form is to request that the District treat as confidential specific information in the Offer that the Bidder believes is a trade secret or other proprietary information. All information that is the subject of the request for confidentiality must be designated on the page or pages of the Offer in which it appears. An explanatory statement for the request must be clearly set forth in this form. Additional pages may be attached to the form. The Procurement Officer shall review the statement and provide the determination in writing whether the information shall be protected. If the Procurement Officer determines that the information shall be protected from disclosure, the Procurement Officer shall inform the Bidder in writing of such determination.

Confidential/Proprietary Submittals (mark one):

- ☐ No confidential/proprietary materials have been included with this bid.
- ☐ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Uniform Terms and Conditions). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Bidder and the District prior to any public disclosure. Requests to deem the entire bid or price as confidential will not be considered

When requesting information in your Response to be considered as Confidential/Proprietary, a complete hardbound and electronic copy of the solicitation with the Confidential/Proprietary material redacted must also be submitted with your Offer and so identified. Failure to submit redacted copies may result in denial of request.

The Bidder, by the undersigned representative, requests that the specific information, described below and identified on the page or pages of the Offer in which it appears, be treated as confidential information and protected from disclosure to the public.

1. Description of specific information that is the subject of the request. (List specific pages.)

2. The reason or reasons why the information should be treated as confidential.

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____

AMENDMENT ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all amendments that might be issued. Any amendments issued within seven (7) days of the solicitation due date, will included a new due date to allow for addressing the amendment issues. Your signature indicates that you took the information provided in the amendments into consideration when providing your complete bid response.

Amendments are posted under Current Solicitations and Awards at: <http://www.wesdschools.org/Domain/33>

Please sign and date

AMENDMENT NO. 1

Acknowledgment:

Signature

Date

AMENDMENT NO. 2

Acknowledgment:

Signature

Date

AMENDMENT NO. 3

Acknowledgment:

Signature

Date

If no amendments were issued, indicate below, sign the form and return with your response.

☐ **No amendments were issued.**

Company Name: _____

Printed Name: _____

Date: _____



Authorized Signature: _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

Before me, the undersigned, personally appeared

_____, affiant,
(Name)

the _____
(Title)

(Contractor/Bidder)

the persons, corporation, or company who makes the accompanying Bid, having first been duly sworn, deposes and says:

That such Bid is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Bid, or any other person, firm or corporation to refrain from proposing, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror.

That Bidder has taken steps and exercised due diligence to ensure that Bidder has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the District, in accordance with A.R.S. § 15-213(O), A.A.C. R7-2-1024 (B.1.q), and A.A.C. R7-2-1003(J).



(Signature of Affiant)

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____

THIS FORM MUST BE NOTARIZED

Remote online notarization is acceptable in accordance with A.R.S. §§ 41-371 through 41-380 and should contain a statement substantially as follows: "This remote online notarization involved the use of communication technology." Resources regarding online notaries for Arizona can be found at: <https://azsos.gov/business/notary/enotary>

**Certification:
Small Businesses, Minority-Owned Firms, and
Women's Business Enterprises**

When Federal funding may be used, the District shall take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of bidding opportunities when possible. Prime contractors are required to take the same affirmative steps if subcontracts are let. 2 CFR Part 200.321

Bidding companies that have been certified as Small Businesses, Minority-Owned Firms, and Women's Business Enterprises are encouraged to indicate their certification when responding to this BID Invitation.

Vendor certifies that this firm is a Small Business, Minority-Owned Firm, and/or women's Business Enterprise. (Required by some participating agencies) (SBA 8a Application certification) <https://www.sba.gov/contracting/government-contracting-programs/8a-business-development-program/how-apply>.

☐ NO, Vendor is not a Small Business, Minority-Owned Firm, and/or A Women's Business Enterprise.

☐ YES, Vendor certifies that this firm is a Small Business, Minority-Owned Firm, and/or women's Business Enterprise.

(Required by some participating agencies) (SBA 8a Application certification) <https://www.sba.gov/contracting/government-contracting-programs/8a-business-development-program/how-apply>.

If yes, complete the section below.

I, the authorized representative for the company named below, certify that the information concerning residency certification, and Small Businesses, Minority-Owned Firms, and Women's Business Enterprises certifications have been reviewed by me and the information furnished is true to the best of my knowledge. Submit proof of Small Businesses, Minority-Owned Firms, and Women's Business Enterprises Certification.

Company Name: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____

*Include a copy of certification letter and the percentage of your business with Small Businesses, Minority-Owned Firms, and Women's Business Enterprises suppliers, if applicable, in your Bid response.

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: _____

Printed Name: _____

Title: _____ E-Mail: _____

Date: _____



Authorized Signature: _____



VENDOR REGISTRATION FORM
WASHINGTON ELEMENTARY SCHOOL DISTRICT NO. 6
4650 W. Sweetwater Ave., Glendale, AZ 85304-1505
Email: purchasing@wesdschools.org or Fax: 602 347 3521

Vendor Name Mailing Address: Solicitations will be mailed to this address. Street City State ZIP Code Remit Address ☐ Please mail payments to this address. Payee Name for Check Street (Where to mail remittance/check) City State ZIP Code	Date Website Phone Contact Name Title Contact Email Purchase Orders to be sent via: ☐ E-mail (provide email address) ☐ MAIL ☐ remit address ☐ mailing address
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Is company on a cooperative contract? ☐ No ☐ Yes If yes, please list:
Is sales tax charged? ☐ No ☐ Yes If yes, what is the current tax rate?
Do you accept Visa Payments? ☐ No ☐ Yes Contact email address?
Do you offer a prompt payment discount? ☐ No ☐ Yes If yes, what are the terms?
Is your Business: ☐ Small Business ☐ Minority Owned ☐ Woman Owned
Are you or a family member currently, or have ever been an employee of WESD? ☐ No ☐ Yes When:

W-9 Request for Taxpayer Identification Number and Certification

The District must have a W-9 on file for every vendor. **YOU WILL NOT BE REGISTERED WITHOUT W-9 INFORMATION.**

A copy of the Form W-9 with instructions is available on the IRS website at <http://www.irs.gov/pub/irs-fill/fw9.pdf>.

Federal Taxpayer Identification Number (TIN) 	☐ Social Security Number OR ☐ Employer Identification Number	☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ other _____
Name as Shown on Federal Tax Documents (Individual/Sole proprietor provide owner's name)		

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

Signature of U.S. person _____

Date _____

Services/Products

The District maintains a vendor listing for all vendors by commodity. Please review the attached list of codes and enter commodity code(s) that apply. **Vendors who do not provide commodity codes will not be notified of solicitations.**

Email completed WESD Vendor Registration Form & a copy of your current W-9 to: purchasing@wesdschools.org

sed 10/21

Code	Description
------	-------------

Code	Description
91804	Accounting, auditing, budget consulting
94631	Accounting/CPA services
96316	Accreditation fees
91001	Acoustical ceilings and walls: cleaning, installation, restoration, maintenance and repair
91501	Advertising/marketing services
92476	After school classes
78502	Agendas/planners for students
02500	Air compressors and accessories
	Air conditioning equipment: Rental or lease:
98112	
91004	Air duct cleaning services
96288	Airline, air carrier
93609	Alarm equipment: Maintenance and Repair (fire, etc.)
99005	Alarm services
96278	Alterations, mending, sewing
06036	Alternators, generators, starters
	Analytical studies and survey consulting
91812	
04000	Animals live- pet store including accessories
	Antenna tower and other communication equipment: maintenance and repair
91365	
04500	Appliances: household type
	Appliances: Maintenance and Repair
93107	
91815	Architectural consulting
	Architectural services: professional
90600	
99010	Armored car services
05000	Art supplies
	Artist in residence (authors, artists and performers)
96104	
	Arts services: cultural, design, visual, etc
96207	
91813	Asbestos consulting
	Asbestos inspection, monitoring of insulation and asbestos installation and removal
91038	
	Asphalt/pavement: removal and replacement of existing
91350	
	Assemblies (including performing arts professionals)
96205	
	Assessment, observation of skills, examination and testing services
92420	
96320	Associations
20010	Athletic clothing
	Athletic equipment and athletic facility equipment and supplies, sporting goods
80500	
	Athletic fields, recreational and sporting camps - rental
97102	
96149	Attorneys
	Auctioneering services (including internet)
96209	
	Audio and video pre-recorded: DVD, CD VHS and cassettes
71505	
91802	Audio/visual consulting services
	Audiologist services- hearing aids services
94815	
	Audio-visual equipment: Maintenance and Repair
93906	
94620	Auditing
	Auditory testing equipment, electronic reading devices
71000	
	Auto glass replacement and repair services (including window tinting)
92846	

Code	Description
92815	Automobile maintenance/repair
07104	Automobiles – Sales
	Automobiles and other passenger vehicles: Rental or Lease
97514	
07100	Automobiles, school buses, SUVs, vans
	Automotive body accessories and parts
06500	
05500	Automotive accessories
	Automotive and trailer equipment and parts
06000	
07500	Automotive shop supplies
	Awards, trophies, plaques, certificates
08000	
	Awnings, venetian blinds and shades
87000	
96130	Background Investigation
	Bags, bagging, ties and erosion sheeting
08500	
64008	Bags: freezer and food storage
28506	Ballasts
94625	Banking services
06013	Batteries: Automotive – incl. buses
45006	Batteries: non-automotive
	Belts and belting: automotive, industrial
11000	
	Bleachers, auditorium, stadium, team seating
42004	
87000	Blinds: venetian/vertical
64521	Bond paper
96324	Bonds- notary
	Bookbinding and Repairing services
90800	
12500	Bookbinding supplies
	Books and all other published materials
71500	
71510	
37	Books, library
	Books, reference, dictionaries, encyclopedias, etc.
71512	
71583	Books: adult education
71510	Bookstore
	Boring, drilling, testing and soundings
91216	
	Brushes (for janitorial type see class 485)
14500	
15000	Builder's supplies
	Building construction services: new
90900	
	Building Maintenance, installation and repair services
91000	
96109	Building permit services
	Buildings and structures: fabricated and prefabricated
15500	
	Buildings, structures and components consulting
91819	
	Bulletin boards: changeable letter, cork, magnetic, peg, etc.
78525	
	Bus, school maintenance and repair
92824	
07115	Buses -school (large) - Sales
07116	Buses -school (small) - Sales
	Cable television services (includes pay-per-view)
91524	
	Cables and wire – communications telecommunications
28029	
	Cables and wires - Electrical (not electronic)
28000	
28070	Cables and wires - telephone
	Cafeteria and kitchen equipment, commercial
16500	

Code	Description
	Cafeteria and kitchen equipment: Maintenance and Repair
93130	
24000	Cafeteria: utensils and supplies
97112	Campgrounds and trailer parks
15520	Canopies freestanding
91427	Carpentry contractor
	Carpentry maintenance and repair services
91006	
91009	Carpet cleaning
96115	Caterers
20730	CDs & DVDs - unrecorded
	Ceiling and wall repair and replacement
91075	
91575	Cellular telephone service
78515	Chalk, dry erase and black boards
	Charitable organizations and foundations
96330	
	Chartering service- bus and other types
96113	
	Chemical laboratory equipment, supplies
17500	
	Chemicals, solvents, commercial (in bulk)
19000	
95218	Child care services
20013	Children's clothing
	Cleaning compositions, detergents, solvents and strippers - prepackaged
19200	
20000	Clothing all types
	Compliance consulting for American Disabilities Act (ADA)
91825	
	Computer accessories and supplies
20700	
	Computer hardware and peripherals for microcomputers
20400	
	Computer hardware and peripherals for mini and main frame computers
20600	
	Computer software for mini and mainframe computers (preprogrammed)
20900	
20800	Computer software PC
20843	Computer software, educational
20853	Computer software, integrated
20866	Computer training –professional
	Concrete and metal products, culverts, pilings, septic tanks, accessories and supplies
21000	
91430	Concrete contractor
96118	Concrete resurfacing services
97165	Conference room rental
91831	Construction consulting
	Construction equipment (not otherwise classified) Rental or Lease
97524	
	Construction services: general (including maintenance and repair services)
91200	
	Construction services: heavy (includes maintenance and repair)
91300	
	Construction: communication equipment (includes antenna towers)
91316	
	Construction: curb and gutter (includes maintenance, repair and removal)
91319	
	Construction: energy related (all types)
91221	
	Construction: general (backfill services, digging, ditching, road grading, rock)
91223	
91336	Construction: parking lot and alley

Code	Description
91340	Construction: pipeline
91345	Construction: sewer and storm drain
91347	Construction: sidewalk and driveway (includes pedestrian and handicap ramps)
91356	Construction: utility/underground projects
91361	Construction: vertical, concrete, pour-in-place, form/place/finish
91800	Consulting services
01500	Copier supplies
93927	Copy and Riso machine: Maintenance and Repair
60038	Copy machines
96224	Courier/ delivery services
34510	CPR equipment and supplies
23200	Craft supplies, general
23300	Crafts, specialized
25000	Data processing cards and paper
92000	Data processing, computer, programming and software services
03700	Decorations, gifts, toys, etc.
91240	Demolition services
94828	Dental services
57830	Disaster survival equipment- kits and supplies- emergency bucket
91014	Door installation, maintenance and repair (metal)
91015	Door installation, maintenance and repair (wood)
15021	Doors sales: all types
15055	Doors sales: overhead- garage
95207	Drug and alcohol testing services
78515	Dry erase, chalk and black boards
91838	Education and training consulting
78553	Educational games and toys- all types
92419	Educational research services
92400	Educational training services
28000	Electrical cables and wires
91438	Electrical contractor
28500	Electrical supplies and equipment
28700	Electronic equipment, parts, components and accessories
91013	Elevator installation, maintenance and repair
96272	Embroidery Services
99029	Emergency planning services
57830	Emergency survival equipment
99039	Emergency systems monitoring service
92892	Emission testing for vehicles
91840	Employee benefits consulting
91017	Energy computerized control system installation (HVAC, lighting, utilities, etc)
91841	Energy conservation consulting
91016	Energy conservation services (including audits)
91842	Engineering consulting
92500	Engineering services
96233	Engraving services: awards, trophies, etc.
31000	Envelopes
92600	Environmental and ecological services
91843	Environmental consultant
91244	Excavation services

Code	Description
59000	Fabric, sewing notions, accessories and supplies
26500	Fabric: draperies, curtains, and upholstery material (including automobile upholstery)
32000	Fasteners: bolts, nuts, pins, rivets, screws, etc.
60061	Fax machines, parts and supplies
33000	Fencing materials
98136	Fencing: Rental or lease
67500	Fertilizer and Pesticides
96339	Fieldtrips and entrance fees
03145	Filters, air conditioning furnace
94600	Financial services
34016	Fire alarm systems, power sirens and controls
93634	Fire extinguisher: Maint/Repair
34028	Fire extinguishers, recharges and parts
93633	Fire protection equipment: Maint/ Repair
34000	Fire protection supplies, equipment, extinguishers
34084	Fire sprinkler heads and system
99080	Fire watch services
34500	First aid and safety equipment and supplies
34540	First aid and safety teaching equipment and supplies: charts, manuals, posters, safety placards, safety training videos, etc.
35000	Flags, poles and accessories
36000	Floor covering supplies and installation and removal
93429	Floor machine: Maint/Repair
36500	Floor Maintenance machines and parts
91444	Flooring contractor
91025	Flooring maintenance and repair to include refinishing and sealing
59528	Florist: fresh flowers
38500	Foods: frozen
37500	Foods: bakery products (fresh)
38000	Foods: dairy products (fresh)
39300	Foods: grocery store and grocer's items
39000	Foods: perishable
94700	Forestry services
96235	Framing services
96286	Freight services- motor freight
40500	Fuel, oil, grease and lubricants
94650	Fund raising services
93145	Furniture installation and reconfiguration services (including systems furniture)
42008	Furniture: Cafeteria
41500	Furniture: laboratory
42056	Furniture: Library
41000	Furniture: nurse's office
42500	Furniture: office
93146	Furniture: office, Maintenance and Repair
42000	Furniture: school classroom
95896	Garbage and waste pick up
91400	General contractor
98143	Generator: Rental or lease
03700	Gifts, decorations, toys, etc.
44000	Glass and glazing supplies
91030	Glass replacement, maintenance and repair
91447	Glazing contractor

Code	Description
07153	Golf cart
99046	Guard and security services
93641	Hand tools: maint/repair including sharpening of blades
44500	Hand tools: power and non-power and accessories
47000	Handicapped and disabled specialized equipment
47078	Handicapped training and recreational aids
45000	Hardware and related items
94800	Health related services
71000	Hearing aids, auditory testing equipment, electronic reading devices, etc.
93645	Hearing device: Maint/Repair
71052	Hearing impaired auditory equipment
94846	Hospital services
95200	Human services
03100	HVAC- parts and accessories
91450	HVAC contractor
91036	HVAC- maintenance and repair
94155	HVAC system: Maint/Repair
96847	Inspection services- construction type
96246	Installation and removal services (not classified)
78565	Instructional aids and supplies
91453	Insulation contractor
95300	Insurance and insurance services (all types)
93942	Intercom equipment: Maint/Repair
96117	Interpreter services - electronically assisted - foreign language, hearing impaired, etc.
96146	Interpreter services (foreign language)
99052	Investigative services
91227	Irrigation system - construction
93437	Irrigation system: Maint/Repair
67017	Irrigation systems, supplies, parts and accessories
93439	Janitorial equip: Maint/Repair
98338	Janitorial equipment: Rental or lease
48500	Janitorial supplies- general line
91039	Janitorial/custodial services
93621	Kiln and Craft equip: Maint/Repair
66500	Laminating, shrink wrap supplies and equipment
28550	Lamps: fluorescent, all type bulbs
91873	Landscaping contractor
95400	Laundry and dry cleaning services
96147	Law enforcement services
93446	Lawn equip: Maint/Repair
98347	Lawn equipment: Rental or lease
51500	Lawn Maintenance equipment and accessories
51556	Lawn mowers - riding type
91047	Lead abatement services
96149	Legal services, attorneys
52500	Library and archival equipment, machines and supplies
95600	Library services (incl. Research and subscription services)
96217	Limousines and taxicabs
91049	Loading dock, associated accessories: maintenance/ repair

Code	Description
96151	Lobby services
45055	Locks, key blanks, and locksmith tools (including time locks)
91048	Locksmith services
97130	Lodging hotels, motels, resorts
54000	Lumber, siding and related products
95640	Magazines
91559	Mail service- express
91558	Mailing services: addressing, collating, packaging, sorting and delivery
93400	Maintenance and Repair for lawn, painting, plumbing, and spraying equipment
91052	Maintenance and repair of buildings (not otherwise classified)
92900	Maintenance and Repair of heavy equipment
93100	Maintenance/ Repair for appliance, athletic, cafeteria, furniture, musical instruments
93800	Maintenance/ Repair services of medical equipment
93900	Maintenance/ Repair services: computers, television and office equipment
93600	Maintenance/ Repair services: general equipment
94100	Maintenance/Repair services for power generation and transmission equipment
95800	Management services
96252	Mapping- includes surveying services
78505	Maps, atlases, charts and globes
91455	Masonry contractor
91051	Masonry, concrete, and stucco maintenance, finishing and repair
56000	Material management equipment & shelving- including trucks, lift- powered and hand
91500	Media service
47500	Medical related item for nurse's office
94874	Medical services: professional includes physician, pharmacist and all specialists
96348	Membership organizations
21000	Metal and Concrete products, culverts, pilings, septic tanks, accessories and supplies
91458	Metal work contractor
57500	Microfiche and microfilm equipment, accessories and supplies
91568	Microfilming service
92678	Mold remediation, hazardous waste
96256	Moving services
58035	Music: sheet and folio
97759	Musical Instrument Rental/Lease
58000	Musical instruments, accessories, furniture and supplies
93158	Musical instruments: Maintenance and Repair
55072	Natural Gas conversion equipment
91571	Newspaper and publication advertising
95650	Newspaper subscription
96300	Non-biddable misc. items
94667	Notary public services

Code	Description
03752	Novelties, advertising specialty products
59500	Nursery (plants) stock, equipment and supplies
94864	Nursing services
60000	Office machines, equipment and accessories
60500	Office small machines, calculators and apparatuses
61500	Office supplies (excluding writing materials)
62000	Office supplies: pencils, pens, ink, erasers
92856	Oil collection services- waste
62500	Optical equipment, accessories and supplies
91055	Overhead door installation, maintenance and repair
63000	Paint and related paint products
91461	Painting and wallpapering contractor
63500	Painting equipment and accessories
98355	Painting equipment and supplies: Rental or lease
91054	Painting, maintenance and repair services (including caulking)
91056	Panel wall systems installation, maintenance and repair
64500	Paper (for office and print shop use)
64000	Paper and plastic products: disposable
64050	Paper products: cups, doilies, napkins, plates, straws, facial tissues (other than hospital), etc.
64075	Paper towels, toilet tissue and seat covers
64045	Paper-food processing (fresh and frozen): butcher paper, butter paper, freezer paper, vegetable paper, etc.
91375	Parking lot and alley: maintenance and repair
91394	Paving/resurfacing, alley and parking lot
96269	Personnel services, temporary
91059	Pest control: termite inspection and control, bird proofing, animal trapping, rodents
67500	Pesticides and fertilizer: agricultural and industrial
04000	Pet Store
93966	Photo development
65500	Photo equipment (not photography services)
91572	Photography
96263	Piano tuning
91378	Pipeline: (includes removal and relocation) maintenance and repair
37554	Pizza
91061	Plant maintenance: indoor
59500	Plants and nursery supplies
91464	Plastering contractor
64060	Plastic and styrofoam products: cups, forks, spoons, plastic coated dishes, plastic food wrap, cooking bags, sandwich bags, straws, etc.
65000	Playground equipment and supplies
93165	Playground equipment: Maintenance and Repair

Code	Description
91468	Plumbing contractor
67000	Plumbing equipment, fixtures and supplies
91060	Plumbing maintenance and repair (includes pressure tapping services, pipe freezes, toilets)
68000	Police and prison equipment and supplies
96357	Postage
60077	Postage meters and supplies
05272	Posters and prints
69000	Power generation equipment, accessories and supplies
69100	Power transmission equipment (electrical, mechanical, air and hydraulic)
95206	Prevention programs: DARE, alcohol and drug/ bullying, red ribbon programs
70000	Printing equipment and supplies (except paper)
96600	Printing and typesetting services
96259	Processing services: food
96258	Professional services not classified including grant writing
55072	Propane/butane or natural gas conversion equipment
94876	Psychologists, psychological services (including behavioral management services)
96295	Public warehousing
96800	Public works and related services
71500	Published materials: books and preprinted materials
72000	Pumping equipment and accessories
72033	Pumping equipment: gasoline, compressed natural gas (CNG), and diesel fuel pumps, service station type
72600	Radio communication equipment, accessories and supplies
73500	Rags, shop towels and wiping cloths
71092	Reading devices (for vision impaired)
91889	Real estate/land consulting (including land survey consulting)
97100	Real property rental or lease
34579	Reflective safety apparel and accessories- crossing guard vests
93667	Refrigeration equip: Maint/Repair
74000	Refrigeration equipment and accessories
96364	Registration fees
94886	Rehabilitation and Therapy
92678	Remediation of mold and hazardous waste
91065	Remodeling and alterations
97700	Rental or lease of appliances, cafeteria, furniture, hardware, musical and window and floor coverings
98100	Rental or lease of general equipment (HVAC, athletic, fire and police protection, etc.)
97500	Rental or lease services of agricultural, automotive and heavy equipment

Code	Description
98300	Rental or lease services of clothing, janitorial, laundry, lawn, painting, spraying
98400	Rental or lease services of computers
97900	Rental or lease services of engineering and testing equipment
98500	Rental or lease services of office, printing, radio, television, telephone equipment
78587	Resource books and materials
96219	Restaurants
58005	Risers: band and choral
93927	Riso and copy machine: Maintenance and Repair
75000	Road and highway building materials (not asphalt)
76000	Road and highway equipment: earth handling, grading, moving, packing, etc.
98800	Roadside, grounds, recreational and park area services
91473	Roofing and siding contractor
91891	Roofing consulting
93670	Roofing equipment: Maint/Repair
77000	Roofing materials and supplies
91066	Roofing, gutters, and downspouts maintenance and repair
42574	Safes, vaults, and night depository boxes (incl. parts and accessories)
34500	Safety and first aid equipment and supplies
34579	Safety apparel and accessories – reflective crossing guard vests
34540	Safety teaching equipment and supplies
99077	Safety training
99800	Sale of surplus and obsolete items
98900	Sampling and sample preparation services
97763	Scaffolding/ ladders: Rental/lease
78000	Scales and weighing apparatus
78500	School supplies: general teaching aids and supplies
78588	Science instruction equipment and supplies (for classroom or laboratory use)
68002	Security and access control systems
93673	Security and access system: Maint/Repair
99050	Security and alarm equipment: installation
91067	Security lock-bar installation, maintenance and repair
99000	Security, fire, safety and emergency services
91893	Security/safety consulting
79000	Seed, sod, soil and inoculants
91381	Sewer and storm drain (including removal) maintenance and repair
59000	Sewing notions and supplies
15574	Sheds- storage - sales
56000	Shelving for warehouse
91382	Sidewalk and driveway (including removal) maintenance and repair
96167	Sign language services for the hearing impaired
96279	Sign making services

Code	Description
80166	Signs, marquees, electronic displays
96684	Silk screen printing
20074	Silk screened shirts, jackets, hats, etc.
91070	Sludge removal (to include grease trap cleaning)
93977	Sound equipment: Maint/Repair
80300	Sound systems, components and accessories: group intercom, music, public address
78589	Special education devices and equipment
71095	Speech equipment
80500	Sporting goods and athletic equipment
96168	Sports professional services (including recreational programs, referee/umpire services)
81000	Spraying equipment (except household, plant and paint)
98368	Spraying equipment: Rental or lease
85581	Stages: theatre- all types
25500	Stamps and decals
91479	Structural and reinforcement steel contractor
91480	Stucco contractor
78565	Supplemental classroom materials
96278	Tailor: alteration, mending, sewing
83000	Tanks: mobile, portable, stationary, & underground types
83200	Tape: measuring, optical, sewing, sound or video (not data processing)
28029	Telecommunication cables and wires
83800	Telecommunication equipment, accessories and supplies: (includes telephone, clock, intercom, etc.)
28070	Telephone cables and wires
83900	Telephone equipment, accessories and supplies
84000	Television equipment and accessories
91265	Tennis/sport court: maintenance and repair
99200	Testing and calibration services
84500	Testing apparatus and instruments (not for electrical or electronic measurements)
92420	Testing services, assessment, observation of skills
25080	Tests, answer sheets, scoring keys, etc. (for EDP systems)
78590	Tests: practice tests and test scoring sheets
71586	Textbooks: 6th thru 8th grade (includes teacher editions)
71589	Textbooks: early childhood
71585	Textbooks: kindergarten thru 5th grade (includes teacher editions)
71584	Textbooks: special education
71595	Textbooks: used
85522	Theatrical curtains, drapes, etc.
85500	Theatrical equipment and supplies (costumes, drapes, backdrops, lights, etc.)
85553	Theatrical lighting systems
94886	Therapy and rehabilitations services

Code	Description
86000	Tickets, coupon books, sales books, etc.
91483	Tile and marble work, contractor (all types)
91073	Tile and stone restoration and refurbishing (includes granite, marble and terrazzo)
92882	Tire mounting, repair, retreading and rotation
86300	Tires and tubes (including recapped/retreaded tires)
15570	Toilet portable - sales
97182	Toilet rental
64075	Toilet tissue, paper towels, and toilet seat covers
97773	Toilets and showers, portable: Rental or lease
93641	Tools: maint/repair of hand tools including sharpening of blades
44500	Tools: power and non-power hand tools and accessories
96180	Tour guide services
96890	Towing services
07300	Trailers - sales
96172	Transcription services: academic, Braille, legal, medical, etc.
96175	Translation services
95294	Transportation for handicapped
96216	Transportation- school bus
96182	Transportation services
91027	Trash removal, disposal, treatment Construction only
96178	Travel agency services
08000	Trophies, plaques, awards
07200	Trucks - sales
94685	Trust, estates and agency accounts
96388	Tuitions
92480	Tutoring services
86500	Twine and string
93684	Two-way radio: Maintenance and service
72688	Two-way radios, supplies, parts and accessories
98386	Uniforms: Rental or lease
20085	Uniforms: student
20092	Uniforms: work clothes- employee
93688	Upholstery and drapery: maintenance, cleaning, mending
96185	Utilities- gas, water, electric
91897	Utilities: gas, water, electric consulting
96291	Utility locator services underground- blue staking
94892	Vaccination program services
04577	Vacuum cleaners
07191	Vans: customized - sales
07192	Vans: regular and handicapped equipped - sales
92833	Vehicle customizing services- handicapped and van conversion
92892	Vehicle inspection and testing services- emissions
92800	Vehicle Repair services all types
92867	Vehicle road service- includes mobile repair services
97785	Vending machine: Rental or lease
16592	Vending machines
71505	Video and audio pre-recorded: DVD, CD, VHS and cassettes

Washington Elementary School District

Code	Description
71092	Vision devices for reading- vision impaired
78517	Vision impaired: teaching and training equipment and supplies
71052	Visual and hearing impaired auditory equipment
88000	Visual education equipment and supplies
88300	Voice mail systems, parts and accessories

Code	Description
91075	Wall and ceiling repair and replacement (including dry wall)
15091	Wall panels: modular- insulated
92893	Wash: car, truck, bus
95896	Waste Management - garbage
96294	Water services- bottles
03127	Water Treatment/cooling tower HVAC
91078	Weather and waterproofing maintenance and repair
91485	Welding contractor

Code	Description
93695	Welding equip: Maint/Repair
89500	Welding equipment and supplies
	Welding maintenance and repair (including brazing, casting and soldering)
91076	
47080	Wheelchairs
	Window installation, maintenance and repair (metal)
91079	
	Window installation, maintenance and repair (wood)
91080	
91488	Wood contractor

**Request for Taxpayer
Identification Number and Certification**

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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