	COOLIDGE UNIFIED SCHOOL DISTRICT #21		450 N. ARIZONA BLVD. COOLIDGE, AZ 85128 520-723-2040
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**www.coolidgeschools.org**

**Proposal DUE DATE: Thursday, February 9, 2012**

**Time: 2:00 P.M. local time**

**Opening Location:** *Coolidge Unified School District #21*  
450 N. Arizona Blvd.  
Coolidge, AZ 85128

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, Offers for the material or services specified will be received by the **Coolidge Unified School District #21**, at the above specified location, until the time and date cited. Offers received by the correct time and date shall be opened and the offerors submitting shall be publicly read. All other information contained in the Proposal shall remain confidential until award is made. **If you need directions to our office**, please call (520) 723-2040.

**Please Note: We are not in an overnight delivery area.**

Offers 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 Offers shall not be considered.

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

**Five copies and one original of your response are requested by the District.**

Offers will be opened publicly immediately after the hour of closing. The name of each firm submitting a proposal and other relevant information, as determined by the District, shall be recorded. This record shall be open for public inspection at the time of the proposal opening. All other information, including pricing, shall remain confidential until after the award is made. All information and Offers submitted will be made available for public inspection after the award has been made, except to the extent that the Offeror has requested, and the District concurs, that certain information remain confidential.

The District reserves the right to accept or reject any or all Offers or any part thereof and to waive any informality in any proposal deemed in the best interest of the District.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

  
Patricia Jimenez                      1-9-12  
 Assistant Superintendent                      Date  
 (520) 723-2044 VM  
 (520) 723-2052 Fax



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**DOCUMENTS REFERENCED:**

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

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

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

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

	<b>Coolidge Unified School District #21</b> <b>SAVE COOPERATIVE</b>		450 N. Arizona Blvd. Coolidge, AZ 85128 520-723-2040
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This solicitation is being released by the Coolidge Unified School District #21, as a member of the “Strategic Alliance for Volume Expenditures” or SAVE. While this solicitation is for the Coolidge Unified School District #21, other public entities have expressed interest in utilizing the resulting contracts. Those entities are: Alhambra School District, Wickenburg Unified School District, Tucson Unified School District, Buckeye Elementary School District, J.O. Combs Unified School District, Creighton School District, Maricopa Unified School District, Higley Unified School District, Kingman Unified School District, Tolleson Union High School District, Marana Unified School District, Yuma Elementary School District, Washington Elementary School District, Tombstone Unified School District, Cottonwood-Oak Creek School District and Apache Junction Unified School District. Procurement Rules A.A.C. R7-2-1191 through R7-s-1105 authorize and govern intergovernmental procurements. Members of “SAVE” are school districts and public entities that have signed an intergovernmental agreement under such a cooperative purchase agreement to obtain economies of scale. After award, this solicitation may be utilized by the eligible school districts and public entities identified herein, recognizing potential equipment, logistical and capacity limitations by offeror may limit “piggybacking” of this award. No volume is implied or guaranteed.

**Strategic Alliance for Volume Expenditures**  
 SAVE – Cooperative Purchasing Agreements

The following agencies have signed the Cooperative Purchasing Agreement with the SAVE association as of June 10, 2006.

**Municipalities**

- City of Apache Junction
- City of Avondale
- City of Chandler
- City of Flagstaff
- City of Glendale
- City of Maricopa
- City of Mesa
- City of Peoria
- City of Scottsdale
- City of Sierra Vista
- City of Somerton
- City of Surprise
- City of Tempe
- City of Tucson
- City of Yuma
- Town of Buckeye
- Town of Camp Verde
- Town of Cave Creek
- Town of Fountain Hills
- Town of Paradise Valley
- Town of Prescott Valley
- Town of Queen Creek
- Town of Superior

**Counties**

- Cochise County
- Coconino County
- Gila County
- Maricopa County
- Mohave County
- Navajo County
- Pima County

- Pinal County
- Santa Cruz County
- Yavapai County
- Yuma County

**Higher Education**

- Arizona State University
- Arizona Western College
- Maricopa Community College District
- Northern Arizona University
- Yavapai College

**Political Agencies**

- Arizona Dept. of Administration, State Procurement Office
- Maricopa Integrated Health System
- Superstition Mt. Community Facilities District
- Tucson Airport Authority
- Valley Metro Regional Public Transit Authority
- Williams Gateway Airport Authority

**School Districts**

- Agua Fria Union High School District #216
- Alhambra School District #68
- Amphitheater Unified School #10
- Apache Junction Unified School District #43
- Arlington Elementary School District #47
- Avondale Elementary School District #44
- Balsz Elementary School District #31
- Benson Unified School District #9
- Bisbee Unified School District #2
- Blue Ridge Unified School District #32
- Buckeye Elementary School District #33
- Buckeye Union High School District #201
- Cartwright Elementary School District #83





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Casa Blanca Middle School dba Vah Ki Middle School  
Casa Grande Elementary School District  
Casa Grande Union High School District  
Catalina Foothills Unified School District #16  
Cave Creek Unified School District #93  
Cedar Unified School District #25  
Chandler Unified School District #80  
Chinle Unified School District #24  
Chino Valley Unified School District #51  
Colorado River Union High School District  
J.O. Combs Elementary School District #44  
Coolidge Unified School District #21  
Cottonwood-Oak Creek School District #6  
Crane Elementary School District #13  
Deer Valley Unified School District #97  
Douglas Unified School District #27  
Dysart Unified School District #89  
East Valley Institute of Technology  
Flagstaff Unified School District #1  
Florence Unified School District #1  
Flowing Wells Unified School District #8  
Fort Huachuca Accommodation School District  
Fort Thomas Unified School District #7  
Fount Hills Unified School District #98  
Fowler Elementary School District #45  
Gadsden Elementary School district #32  
Ganado Unified School District #20  
Gilbert Unified School District #4  
Glendale Elementary School District #40  
Grand Canyon Unified School District #4  
Higley Unified School District #60  
Holbrook Unified School District #3  
Isaac Elementary School District #5  
Joseph City Unified School District #2  
Kayenta Unified School District #27  
Kingman unified School District #20  
Kyrene Elementary School District #28  
Lake Havasu Unified School District #1  
Liberty Elementary School District #25  
Litchfield Elementary School District #79  
Littleton Elementary School District #65  
Madison Elementary School District #38  
Mammoth-San Manuel Unified School District #8  
Marana Unified School District #6  
Maricopa Regional School District #509  
Maricopa Unified School District  
Mesa Unified School District #4  
Mobile Elementary School District #86  
Mohawk Valley School District #17  
Murphy Elementary School District #21  
Naco Unified School District #9  
Nadaburg Elementary School District #81

Nogales Unified School District #1  
Osborn Elementary School District #8  
Page Unified School District #8  
Paradise Valley Unified School District #69  
Parker Unified School District #27  
Patagonia Elementary School District #6  
Patagonia Union High School District #92  
Payson unified School District #10  
Peach Springs Unified School District #8  
Pendergast School District #92  
Phoenix Elementary School District #1  
Phoenix Union High School District #210  
Picacho Elementary School District #33  
Pine Strawberry Elementary School District #12  
Prescott Unified School District #1  
Quartzsite Elementary School District #4  
Queen Creek Unified School District #95  
Riverside Elementary School District #2  
Roosevelt Elementary School District #66  
Round Valley Unified School District #10  
Saddle Mountain Unified School District #90  
Safford Unified School District #1  
Sahuarita Unified School District #30  
Santa Cruz Valley Unified School District #35  
Scottsdale Unified School District #48  
Sentinel Elementary School District #71  
Show Low Unified School District #10  
Sierra Vista Unified School District #68  
Somerton Elementary School District #11  
Sunnyside Unified School District #12  
Tempe Elementary School District #3  
Tempe Union High School District #213  
Tolleson Elementary School District #17  
Tolleson Unified School district #1  
Tuba City Unified School District #15  
Tucson Unified School District  
Union Elementary School District #62  
Vail Unified School District #20  
Valley Union High School District #22  
Washington Elementary School District #6  
Wellton Elementary School District #24  
Whiteriver unified School District #20  
Wickenburg Unified School District #9  
Willcox Unified School District  
Wilson Elementary School District #7  
Winslow Elementary School District #1  
Yuma Elementary School District #1  
Yuma Union High School District #7

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## Definition of Terms

As used in these instructions, the terms listed below are defined as follows:

- A. **“Attachment”** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. **“Contract”** means the combination of the Solicitation, including the uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments (Addenda) or Contract Amendments; and any terms applied by law.
- C. **“Contract Amendment”** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- D. **“Contractor”** means any person who has a contract with the School District.
- E. **“Days”** means calendar days unless otherwise specified.
- F. **“Exhibit”** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.
- G. **“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.
- H. **“Offer”** means bid, proposal or quotation.
- I. **“Offeror”** means a vendor who responds to a Solicitation.
- J. **“Procurement Officer”** means the person duly authorized to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- K. **“Solicitation”** means an Invitation for Bids (IFB), a Request for Proposals (RFP), or a Request for Quotations (RFQ).
- L. **“Solicitation Amendment (or Addendum)”** means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
- M. **“Subcontract”** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishings of any material or any service required for the performance of the Contract.
- N. **“School District”** means the School District that executes the contract.

## 2. Inquiries


- A. **Duty to Examine.** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.

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- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquires concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquires 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 inquire since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- D. Timeliness. Any inquiry shall be submitted as soon as possible and at least seven (7) days before the Offer due date and time. Failure to do so may result in the inquiry not being answered.
- E. No Right to Rely on Verbal Responses. Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum. An Offeror may not rely on verbal responses to inquires.
- F. Solicitation Amendments/Addenda. The Solicitation shall only be modified by a Solicitation Amendment or Addendum.
- G. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time, and location appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment or Addendum.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.


### 3. Offer Preparation

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile, telegraphic or mailgram offer shall be rejected.
- B. Typed or Ink; Corrections. 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. The Offer and Acceptance form within the Solicitation must be submitted with the Offer and must include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically referenced by the

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Procurement Officer in a written statement. The Offeror's pre-printed or standard terms will not be considered as a part of any resulting Contract.

1. Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  2. Request for Proposals: All exceptions that are contained in the Offer may negatively affect the Offer evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Offer.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The District will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments/Addenda. Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum shall 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.
- I. Provision of Tax Identification Numbers. Offerors 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 Price Sheet.
- J. Identification of Taxes in Offer. School Districts/public entities are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the School District/public entity will conclude that the price(s) offered includes all applicable taxes.
- K. Disclosure. If the Firm, business, or person submitting this Offer has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
1. Special Terms and Conditions;
  2. Uniform General Terms and Conditions;
  3. Statement of Scope of Work;
  4. Specifications;
  5. Attachments;
  6. Exhibits;
  7. Special Instructions to Offerors; and
  8. Uniform Instructions to Offerors

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- M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).


**4. Submission of Offer**

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the School District/Public Entity. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the School District/Public Entity. If an Offeror believes that information in its Offer should remain confidential, it shall stamp as confidential that information and submit a statement with its Offer detailing the reasons that information should not be disclosed. The School District/Public Entity shall make a determination on whether the stamped information is confidential pursuant to the School District's/Public Entity's Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the offeror certifies that:
1. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
  2. It does not discriminate against any employee, applicant for employment, or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment.

**5. Evaluation**

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District when determining the lowest bid or evaluating proposals; except when a responsive Offeror which is otherwise reasonably susceptible for award is located outside of Arizona and is not subject to a transaction privilege or use tax of a political subdivision of this state. In that event, all applicable taxes which are the obligation of Offerors in state and out of state, Offerors shall be disregarded in the Contract Award. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Contractor.
- C. Late Offers. An offer submitted after the exact Offer due date and exact time shall be rejected.
- D. Disqualification. The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open from the Offer due date for the number of days that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Best and Final due date.



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


**6. Award**

- A. Number or Types of Awards. Where applicable, the School District reserves the right to make multiple awards or to award a Contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the School District. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District's interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature of the Offer and Acceptance Form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance Form or other official contract form, unless another date is specifically stated in the Contract.
- D. Final acceptance for each participating School District will be contingent upon the approval of their Governing Board, if applicable.

**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, Christa Rees, Director of Business Services. A protest of a Solicitation shall be received by the District Representative before the Offer due date. A protest of a proposed award or of an award shall be filed with the Procurement Officer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- A. The name, addresses, and telephone number of the protester;
- B. The signature of the protester or its representative;
- C. Identification of the purchasing agency and the Solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- E. The form of relief requested.


	<b>Coolidge Unified School District #21</b> <b>UNIFORM GENERAL TERMS AND CONDITIONS</b>		450 N. Arizona Blvd. Coolidge, AZ 85128 520-723-2040
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**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. Contract Order of Preference. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:
  - 1. Special Terms and Conditions;
  - 2. Uniform General Terms and Conditions;
  - 3. Statement or Scope of Work;
  - 4. Specifications;
  - 5. Attachments;
  - 6. Exhibits;
  - 7. Documents Referenced in the Solicitation;
- D. 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.
- E. 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.
- F. 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.
- G. 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 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


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materials and services covered under this Contract. The School District 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 determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the School District for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the School District 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 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. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the School District. 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.

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

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the School District within thirty (30) days. The Purchase Order number must be referenced on the invoice.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. destination and shall include delivery and unloading at the destinations.
- C. Applicable Taxes.
  1. Payment of Taxes by the School District. The School District will pay only the rate and/or amount of taxes identified in the Offer and in any resulting Contract.
  2. State and Local Transaction Privilege Taxes. The School District 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 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.

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- D. Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the School District 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 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 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 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 of materials furnished or work performed under this Contract. The School District shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. Force Majeure.
1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injections-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.




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

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F. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contract shall maintain all applicable licenses and permits.

G. Survival of Rights and Obligations after Contract Expiration or Termination.

1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration of termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the School District 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's Contractual Remedies**

A. Right to Assurance. If the School District 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's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.


B. Stop Work Order.

The School District 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.

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 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 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.

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- E. Right to Offset. The School District shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the School District or damages assessed by the School District concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

## 8. Contract Termination

- A. Cancellation for Conflict of Interest. Per A.R.S. 38-511 the School District 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 is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.
- B. Gratuities. The School District may, by written notice, terminate this Contract, in whole or in part, if the School District 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 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, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by the Contractor.
- C. Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body.
- D. Termination for Convenience. The School District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the School District 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. 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. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply.
- E. Termination for Default.
1. In addition to the rights reserved in the Uniform Terms and Conditions, the School District 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.

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3. The School District 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 for any excess costs incurred by the School District reprocurring the materials or services.

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

**9. Contract Claims**

All Contract claims and controversies under this Contract shall be resolved according to A.R.S. Title 15-213 and rules adopted there under.

**10. Cooperative Purchasing**

School District Procurement Rule A.A.C. R7-2-1191 through R7-2-1195 authorizes and governs intergovernmental Procurements. Strategic Alliance for Volume Expenditures "SAVE" is a group of schools/public entities who have signed such a cooperative purchase agreement to obtain economies of scale.

A. An eligible School District/Public Entity shall not use a Consortium Contract to obtain concessions, including lower prices, from the Consortium Contractor or any other offeror/vendor for the same or similar products, materials, and/or services.

B. The eligible School District/Public Entity shall:


1. Insure that Purchase Orders issued against eligible Consortium Contracts are in accordance with terms and prices established in the Consortium Contract.
2. Make timely payment to the Consortium Contractor for all products, materials, and services in accordance with the terms and conditions of the Consortium Contract. Payment, inspection and acceptance of products, materials and services ordered by the eligible School District/Public Entity shall be the exclusive obligation of the School District/Public Entity.
3. Be responsible for the ordering of materials or services under the Contract. The Consortium shall not be liable in any fashion for any violation by the eligible School District/Public Entity, and the eligible School District/Public Entity shall hold the Consortium harmless from any liability which may arise from action or inaction of the eligible School District/Public Entity.
4. The exercise of any rights or remedies by the eligible School District/Public Entity shall be the exclusive obligation of such unit; however, the Consortium, as the Contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

**11. 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/Public Entity may request verification of compliance from any contractor or subcontractor performing work under this contract. The District/Public Entity reserves the right to confirm compliance in accordance with applicable laws.



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Should the District/Public Entity suspect or find that the contractor or any of its subcontractors are not in compliance, the District/Public Entity 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.

**12. Terrorism Country Divestments**

Per A.R.S. 35-392, the District/Public Entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

**13. Scrutinized Business operations**


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

**14. Fingerprint Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district/public entity in accordance with A.R.S. 15-512 of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy.

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

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

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1. **PURPOSE:** The Coolidge Unified School District (CUSD) is seeking a qualified person/firm to provide an educational management system software.
2. **EVALUATION SCHEDULE:** The proposals will be initially evaluated for conforming to the requirements of the solicitation. Then a technical score will be given. The proposals with the highest scores may be interviewed to determine the best interests of the District. Evaluation is expected to be complete in March, 2012. All pricing shall be good until June 30, 2013.
3. **TERMS OF AWARD:** CUSD expects to award to an individual/firm at our next School Board Meeting following evaluation. If all conditions are met during this period of time, this contract can be extended, if funding is available, for up to an additional four one-year contracts. However, no contract exists unless and until a purchase order is issued each fiscal year.
4. **CONTINGENCIES:** The Coolidge Unified School District will not be bound to purchase a minimum quantity during the contract period. No guarantee is implied.
5. **AWARD BASIS:** The successful offeror(s) will be determined by Evaluation Criteria including but not limited to pricing, or other incentives offered. Award will not be made based on price alone. Please see the evaluation criteria outline in this RFP.

The District reserves the right to arrange for discussions to assist in the evaluation of proposals in accordance with A.A.C. R7-2-1047.

Any deviation from the general terms and conditions or exceptions taken shall be described fully and appended to the bid form on the offeror's letterhead over the signature of the person signing the bid form. Such appendages shall be considered part of the offeror'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 an Offeror receives an award, an order is placed and vendor is unable to meet the delivery requirements, meet service requirements, or material that meets the District's needs as outlined in this Request for Proposal, 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 bid specifications, as determined by the District, the District reserves the right to go to the next lowest bid price of equal quality which meets proposal 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 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.

6. **CONTRACT TERM:** This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a period of one year with up to four one-year renewals.
7. **OPTION TO EXTEND:** The District may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) year options, The Contractor shall be notified in writing by the District of the District's intention to cancel the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.
8. **PRICE ADJUSTMENTS:** Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If District agrees to the adjusted price terms, District shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

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9. **INDEMNIFICATION AND INSURANCE:** INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless District, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless District, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of District.

10. **INSURANCE REQUIREMENTS:** Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of District. The form of any insurance policies and forms must be acceptable to District.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of District, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects District, and any insurance or self-insurance maintained by District shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the District's right to coverage afforded under the insurance policies.


The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and District, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. Proof of Insurance must be supplied within 10 working days of award. Any questions about your insurance coverage or how to obtain insurance coverage should be directed to the Arizona Department of Insurance.

District reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. District shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of District's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name District, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against District, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.



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**Commercial General Liability:** Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

**Automobile Liability:** Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

**Workers' Compensation:** Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against District and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

**Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the District with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the District, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to District fifteen (15) days prior to the expiration date.

**Cancellation and Expiration Notice:** Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the District.

11. **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 Coolidge Unified School District will refer to the RFP number of this bid.

- Company name, address and contact
- District bill-to name and contact information Contract RFP Number
- District purchase order number
- Invoice number and date Payment terms
- Date of service or delivery
- Quantity
- Description of Purchase (product or services) Pricing per unit of purchase
- Extended price
- Total Amount Due
- Contact Information for billing questions





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12. **LOBBYING:** OFFERORS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICTS' PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED IN THE BUSINESS OFFICE. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

Lobby is defined as "any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental Decision of a Board Member or ANY District Personnel after release and prior to the award of this contract by all entities." Any Offeror or any individuals that lobby on behalf of Offeror during the time specified will result in the rejection and disqualification of said offer.

13. **EVALUATION:** Evaluation criteria includes, and is limited to:

Conformity to the exact requirements and needs of CUSD and the members of SAVE.	200
Training Models Train-the-Trainer On-site training in labs Availability of Online Training	300
Test Item Bank aligned to Arizona's State Standards	100
Methodology of approach of Educational Management System Assessment capabilities Scoring and benchmark-setting Reporting capabilities Accommodation of electronic learning communities Flexibility and adaptability to changes in standards Flexibility in government reporting requirements Instructional tools Security measures Data management features Technical Requirements	750
Experience and qualifications including references	450
Cost: The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined through the method set out below.	500

In the generic example below, cost is weighted as 500 points of the overall total score. The weighting of cost may be different in your particular RFP.

Example of Costing: Convert cost to points using this formula.  

$$\frac{[(\text{Price of lowest Cost Proposal}) \times (\text{Maximum Points for Cost})]}{(\text{Price of your Cost Proposal})} = \text{POINTS}$$

(Price of your Cost Proposal)

14. Non-collusion Statement: **Each Offer shall include a signed and notarized Non-collusion Statement. The statement is enclosed.**
15. Enclose any necessary forms to open an account for this purchase if the District is not currently doing business with the offeror.



Coolidge Unified School District #21  
SPECIAL TERMS AND CONDITIONS

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- 16. Enclose one original and **five** copies of your response.
- 17. Questions: fax questions to Kelly Dooley at **(520) 723-2050**

18. **Checklist:**

- Did you sign the offer sheet?
- Did you sign and notarize the Non-collusion statement?
- Did you include references?
- Did you include your W-9
- Did you attach any forms needed if the District does not currently have an account with your firm:
- Did you include one original and five copies of your bid?
- Did you include your responses to the questionnaire on a CD format?
- Did some else double-check that you signed the offer sheet?

Yes

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	<b>Coolidge Unified School District #21 SPECIFICATIONS/SCOPE OF WORK</b>		450 N. Arizona Blvd. Coolidge, AZ 85128 520-723-2040
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1. **DISTRICT OVERVIEW:** The districts desire to have an Educational Management System Software that is an effective evaluation tool that can be used for implementation planning of curriculum delivery aligned to the AIMS standards. Data-driven decision making related to the management of learning requires that all information useful in promoting learning to our students be immediately available to all of the stakeholders in the educational process. Stakeholders would be teachers, administrators and parents. A good educational management system should integrate online assessment, instructional planning and have reporting capabilities that are highly flexible.

The high stakes Arizona AIMS test makes it a requirement that any program proposed must be aligned to these standards. As new standards come on-line, the firm must realign and update their software to reflect these changes. School districts desire that all stakeholders have rapid access to data for decision making.

2. **Assessment Overview:** All students attending an Arizona public school are assessed in grades 2 through 9 as follows:
  - Students in Grades 2 and 9 take the SAT-10. The SAT-10 is a national norm-referenced assessment created by CTB/McGraw-Hill, covering language arts and mathematics.
  - Students in Grades 3-8 take the AIMS DPA (Dual Purpose Assessment). The AIMS DPA is a combination of AIMS criterion-referenced assessment questions developed by Arizona educators and based on the Arizona Academic Standards, and questions from the SAT-10, a national norm-referenced assessment created by CTB/McGraw-Hill.
  - Students in Grade 10 take the AIMS HS (High School) and continue to test twice annually in Grades 11-12, until they have met or exceeded the standard in each area tested. The AIMS HS is a criterion-referenced test with questions developed by Arizona educators and based on the Arizona Academic Standards. It is an assessment of three content areas: Writing, Reading, and Mathematics.
3. **Prior Experience:** Desired experience is in Arizona. Experience in other states with test driven graduation requirements and also requested, as they show flexibility, adaptability, and the greater strength of the firm.
4. **Services Request:**
  - On-line, off-line testing, handheld wireless devices and computer adaptive testing of Arizona State Standards for K-12
  - Pre-built assessments including benchmarks, early literacy benchmarks, pretests, posttests, instructional effectiveness tests and formative assessments
  - Customized district level assessments
  - Test Bank Builder
  - Ability for teacher to build tests online using questions aligned to Arizona State Standards
  - Ability for teacher to build quizzes online using questions aligned to Arizona State Standards
  - Ability to name and save tests/quizzes
  - Ability to scan tests/quizzes into Education Management System
  - Multifaceted Reports
  - Tool for planning curriculum as a result of testing
  - Tool for lesson plans as a result of testing
  - Interactive, online instructional resources including the ability to create new resources and edit system resources
  - Grade book and/or Report Card functions
  - Training
  - Technical support
  - Availability to support or PreK population is desirable



	<b>Coolidge Unified School District #21 PROPOSAL FORMAT</b>		450 N. Arizona Blvd. Coolidge, AZ 85128 520-723-2040
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The District discourages overly lengthy and costly proposals, however, in order for the District to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

**Tab 1: Introduction:** Proposals must include an introduction letter that includes the complete name and address of offeror’s firm and the name, mailing address, and telephone number of the person the District should contact regarding the proposal. Proposals must confirm that the offeror will comply with all provisions in this RFP. The letter must be signed by a company officer empowered to bind the company.

**Tab 2: Understanding of the Project:** Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the Educational Management System Software Application and how your firm can assist the named Districts in this solicitation. Include your understanding of the changes in AIM’s standards over the past five years and how that has changed the approach for successful performance of our student population. Address how many of the current standards are in your test item bank. For each standard indicate how many test questions address each standard. The original copy of your submittal should have sample questions as per the table below. These questions will be considered “confidential,” will be used for evaluation purposes only and will be returned to each firm upon award of contract.

**Tab 3: Questionnaire:** Offerors must provide comprehensive narrative statements that set out the responses to the questionnaire. Questionnaire responses should also be submitted in a CD format. They should illustrate how the methodology will serve to accomplish the work and meet the Districts’ needs.

**Tab 4: Experience and Qualifications:** Offerors must show that they meet the specific requirements detailed in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) Titles,
- (b) Resumes,
- (c) District (s) where implementation has been in place at least three years. Contact Information for that District Liaison
- (d) Itemize the districts’ above status for the last five years, Performing Plus, Performing, etc.
- (e) Detail your trainers experience with each of these districts
- (f) Offerors must provide three (3) reference names and phone numbers for similar projects the offeror’s firm has completed.

**Tab 5: Pricing Schedule:** A detailed pricing schedule must be included. All costs must be included. If a fee is not included it can not be charged to the districts at a later date. The District expects to make progress payments to the successful firm. Installation, training, implementation, train-the-trainer.

**Tab 6: Implementation and Training:** A detailed implementation plan must be included. Start from the receipt of the purchase order, to the beginning of the year, through the end of the school year. Include what goal is being met, who is responsible for this step, where it will take place, and how success will be measured for that step.

**Tab 7: Sample Documents:** Provide one each of the existing reports that are available to the District. Identify the title of each report and if it is not obvious, identify the report function.

**Tab 8: Required Documents:** Signed Offer Sheet, Non-collusion, Deviations and Exceptions, Addendum Acknowledgement, W-9, Insurance Requirements





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QUESTIONNAIRE

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1. The Educational Management System Software must be SIF compliant.  
Comply: YES or NO If yes, please detail.
2. The software must be able to be compatible to the Windows operating system.  
Comply: YES or NO If yes, please detail.
3. List any other software that must be loaded on a machine to make your software fully functional, such as Internet Explorer (include versions).
4. The Educational Management System Software should offer the flexibility of using Mac OS 9+ equipped machines.  
Comply: YES or NO If yes, please detail.
5. The Educational Management System Software must be able to accept scoring from electronic responders and traditional "bubble sheets." Please acknowledge that this available and what readily available scanners or electronic responders are compatible to your software.
6. The Educational Management System Software must have the capabilities and solutions to help school districts meet the goals of the Elementary and Secondary Education Act.  
Comply: YES or NO If yes, please detail.
7. The Educational Management System Software must have a scientific approach in which decisions are based upon empirical observation.  
Comply: YES or NO If yes, please detail.
8. The Educational Management System Software must be user-friendly. It should have features designed to help teachers be more efficient and resourceful.  
Comply: YES or NO If yes, please detail.
9. The software must maximize local control in its design. It should give schools flexibility on assessment design and customized assessment scales.  
Comply: YES or NO If yes, please detail.
10. The Educational Management System Software must have the ability to monitor progress towards standardized assessments prior to state testing.  
Comply: YES or NO If yes, please detail.
11. The Educational Management System Software must have the ability to monitor student progress throughout and across school years and site to site within a district.  
Comply: YES or NO If yes, please detail.



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12. The Educational Management System Software should give schools choice of curriculum and teaching methods.  
Comply: YES or NO If yes, please detail.
13. The Educational management System Software must be flexible in its relation to local standards, from content and design.  
Comply: YES or NO If yes, please detail.
14. The Educational Management System Software must have report filters and an assortment of aggregation options to provide flexibility with the ability to look at data from all angles.  
Comply: YES or NO If yes, please detail.
15. The Educational Management System Software will act as a utility in aligning the internal and external assessments with curricular performance standards and validating their congruence.  
Comply: YES or NO If yes, please detail.
16. The Educational Management System Software must be reliable and have valid data created through continuous updating.  
Comply: YES or NO If yes, please detail.
17. The Educational Management System Software must have a comprehensive system of reporting accountability data and research findings in an understandable and useful way to educators, parents, students and community members.  
Comply: YES or NO If yes, please detail.
18. The Educational Management System Software must have the ability to track progress within and across grades, determine growth trajectories and adjust learning opportunities appropriately.  
Comply: YES or NO If yes, please detail.
19. The Educational Management System Software must be able to be used by districts to communicate with parents via school communication tools and websites. The information communicated should include postings of grades, assignments and reports that link assessment results to standards.  
Comply: YES or NO If yes, please detail.
20. The Test Item Bank must be easy to develop customized tests in a variety of item formats including essay, short answer, multiple choice and true-false questions.  
Comply: YES or NO If yes, please detail.
21. The Test Item Bank must provide for the choice of using items classified by the performance objectives and standards from test item bank or using the district's own items.  
Comply: YES or NO If yes, please detail.



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22. The Test Item Bank must match each item to performance objectives to reflect AIM's standards.  
Comply: YES or NO If yes, please detail.
23. The Test Item Bank must include customized content enhancements including sound, animation, and/or video to engage our students.  
Comply: YES or NO If yes, please detail.
24. The Educational Management System Software must have reliable and valid assessment administered, scored and reportable online.  
Comply: YES or NO If yes, please detail.
25. The Educational Management System Software must have reliable and valid assessment administered offline using traditional bubble sheets and scanned into the data warehousing bank.  
Comply: YES or NO If yes, please detail.
26. The Educational Management System Software must have an online automated and traditional manual scoring with rapid access to aggregated results for individual students, classes, schools and districts.  
Comply: YES or NO If yes, please detail.
27. The Educational Management System Software must provide immediate feedback for administrators, teachers, parents and students on students' achievements with online postings of test results detailing master of performance objectives reflecting educational standards.  
Comply: YES or NO If yes, please detail.
28. The Educational management System Software must have very sophisticated reporting features with the ability of teachers and administrators to use customized filters to disaggregate data for groups of students.  
Comply: YES or NO If yes, please detail.
29. The Educational Management System Software must provide informative reports projecting student progress prior to state standardized testing.  
Comply: YES or NO If yes, please detail.
30. The results of a test should be used to suggest which standards need to be retaught and which standards just need to be reinforced.  
Comply: YES or NO If yes, please detail.
31. The Test Item bank should have the ability to be imported into a "grade book" software program.  
Comply: YES or NO If yes, please detail.



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QUESTIONNAIRE

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32. List all the commercially available grade book programs that work well with your Test Item Bank.
33. Training is critical to a successful implementation. The District desires a train-the-trainer model to be included. Will you make this available?  
  
Comply: YES or NO If yes, please detail.
34. On-site training will be necessary when the District first implements this award. Will you make this training available?  
  
Comply: YES or NO If yes, please detail.
35. Online training is practical in some situations. Will you make this available?  
  
Comply: YES or NO If yes, please detail.
36. Estimate the number of hours of training it would take a third year teacher to be competent using the Educational Management System Software.
37. The District's IT staff desires to have their responsibility for this implementation detailed. Include time and effort in your response.





Coolidge Unified School District #21  
PRICE SHEETS

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The District desires detailed costing.

If your firm's fee structure is user based, note if they are concurrent users.

If your firm's fee structure is per student, note if it is per student needing to pass the assessment.


Detail all your training costs.

Detail the cost of additional Test Item questions as they become available.

Detail the costs of updates.

Itemize any other costs that might be charged to the District.

\$ \_\_\_\_\_

	<b>Coolidge Unified School District #21 DRUG-FREE WORKPLACE</b>		450 N. Arizona Blvd. Coolidge, AZ 85128 520-723-2040
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**DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to offerors submitting a certification with their bid/proposal certifying they have a drug-free workplace. The special condition is as follows:

IDENTICAL TIE OFFERS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service for the procurement of commodities or contractual services, an offer received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie offers will be followed if none of the tied offerors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under offer a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal at time of offer opening to be considered.**



Coolidge Unified School District #21  
STATEMENT OF NO BID

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If you are not bidding on this service/commodity, please complete and return **only** this form to: Coolidge Unified School District, Business Office, 450 N. Arizona Blvd., Coolidge, AZ, 85128. (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the Coolidge Unified School District.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_


We, the undersigned, have declined to offer on your RFP 13-001-18 for Educational Management System Software because of the following reasons:

Service/Commodity

- \_\_\_\_\_ We do not offer this product or the equivalent.
- \_\_\_\_\_ Insufficient time to respond to the invitation to bid.
- \_\_\_\_\_ Remove our name from this bid list only.
- \_\_\_\_\_ Our product schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet bond requirements.
- \_\_\_\_\_ Other. (Specify below)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

	<b>Coolidge Unified School District #21 COOPERATIVE AUTHORIZATION</b>		450 N. Arizona Blvd. Coolidge, AZ 85128 520-723-2040
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I/We, the undersigned, propose to provide the services necessary for the scope of work and specifications.

I/We further declare that I/we have carefully read and examined all information to the referenced Request for Proposal. I/we agree to comply with the Districts rules, regulations and policies.

Would you be willing to allow other members of the "SAVE," not previously mentioned, to cooperatively purchase from the contract if awarded through this RFP?  Yes  No

*\*Your response to this question will not be used as part of the evaluation criteria. It is the intent, as a member of the "SAVE," to provide other entities the opportunity to save time, effort and paperwork by combining our purchasing power, whenever possible.*

Name of Company	Date Signed		
Authorized Signature / Local Representative	Telephone/Fax Number		
Type/Print Name and Position Held with Company			
Mailing Address	City	State	Zip





Coolidge Unified School District #21  
DEVIATIONS AND EXCEPTIONS

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List any deviation or exception for any item listed under Scope of Services. The item number must be listed and the page of the RFP it is found on. Any deviation/exception or inability of the Bidder to handle that particular item must be clearly and fully stated. Failure to show specific deviations indicates non-compliance with the RFP.

The following deviations/exceptions are being submitted for consideration:

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The undersigned hereby acknowledges that there are ***no deviations/exceptions*** to this solicitation:

---

Firm

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Authorized Signature



Coolidge Unified School District #21  
ADDENDUM ACKNOWLEDGEMENT

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

Please sign and date

**ADDENDUM NO. 1 Acknowledgement** \_\_\_\_\_  
Signature Date

**ADDENDUM NO. 2 Acknowledgement** \_\_\_\_\_  
Signature Date


**ADDENDUM NO. 3 Acknowledgement** \_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Authorized Signature



	<b>Coolidge Unified School District #21 OFFER AND ACCEPTANCE</b>		450 N. Arizona Blvd. Coolidge, AZ 85128 520-723-2040
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**OFFER**

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: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Address

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

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

\_\_\_\_\_  
Title

**CERTIFICATION**

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

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

**ACCEPTANCE OF OFFER BY COOLIDGE UNIFIED SCHOOL DISTRICT**

**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 Coolidge Unified School District.**

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

**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 \_\_\_\_\_ 2009

\_\_\_\_\_  
**AUTHORIZED SIGNATURE OF DISTRICT**





Coolidge Unified School District #21
W9 FORM

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Form W-9
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer
Identification Number and Certification

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

Name (as shown on your income tax return)
Business name/disregarded entity name, if different from above
Check appropriate box for federal tax classification:
Individual/sole proprietor, C Corporation, S Corporation, Partnership, Trust/estate, Limited liability company, Other
Address (number, street, and apt. or suite no.), City, state, and ZIP code, List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here
Signature of U.S. person
Date

General Instructions

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

Purpose of Form

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

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

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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