

CHINLE UNIFIED SCHOOL DISTRICT #24

P.O. Box 587, Chinle, Arizona 86503

Telephone: (928) 674-9645 ∞ Fax: (928) 674-9644

INVITATION FOR BID

ADM23-1404 PURCHASE OF TRAILERS/MOBILE HOMES

Chinle Unified School District #24

P.O. Box 587 (*mailing address*)

Highway 191 & Navajo Route 7 (*delivery address*)

Chinle, Arizona 86503

Telephone: (928) 674-9645 • Fax: (928) 674-9644

**Seal Bids will be accepted until
November 28, 2022 at 4:00 p.m. MST
At CUSD#24 Administration Building
Purchasing Department**

Three (4) copies of the bid must be delivered (1-Original and 3 copies)

SOLICITATION OVERVIEW

Proposals for services specified herein will be received by the Chinle Unified School District No. 24 at the specified location until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.

PROPOSAL OPENING AND SUBMITTAL LOCATION:

Chinle Unified School District No. 24
P.O. Box 587 (*mail address*)
19 Route 27 (*UPS delivery address*)
19 Route 7 N27 (*Fed Ex delivery address*)
Chinle, AZ 86503

Proposals must be in the District's possession no later than the specified time and date, and at the location indicated above. Late proposals will not be considered and will be placed in the file unopened. Each proposal must be submitted in a sealed envelope with the IFB number and the offeror's name and address clearly indicated on the envelope. Additional instructions for preparing a proposal are provided within. *Fax, email or other electronic proposals will be acceptable upon approval.*

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OFFERORS ARE STRONGLY ENCOURAGED  
TO CAREFULLY READ THE ENTIRE  
SOLICITATION  
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For questions regarding general terms and conditions, scope of work, and specifications, contact the *District Representative*:

Priscine Jones, Business Manager
Chinle Unified School District No. 24
P.O. Box 587, Chinle, AZ 86503
Phone: (928) 674-9632
Fax: (928) 674-9646

BID PURPOSE

The Chinle Unified School District is seeking to enter into contract with a licensed vendor or manufacturer to provide new manufactured home for the Chinle Unified School District. These homes will serve as living quarters for the staffs that are employed by CUSD.

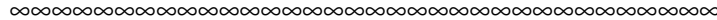
The District is soliciting to purchase eight (8) trailers. These trailers will be delivered and set upon a trailer park located on CUSD #24's property.

There are eight (8) number of vacant trailer space; six (6) of them are for single size and two (2) are for double wide trailers.

General Requirement:

INSTRUCTIONS TO OFFERORS

The submission of a proposal will indicate that the offeror (1) has examine the entire Solicitation, read the instructions, received clarification in writing and checked 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, (2) will abide by the terms and conditions governing this Invitation for Bid, and (3) understands the requirements for provision of the services specified. Herewith, Chinle Unified School District No. 24 may be referred to as "the District."



The District is soliciting sealed proposals to purchase mobile homes (residential trailers) **The District is seeking proposals from individual, consultants or firms qualified and experienced in providing reasonable price for this project. Price shall be a major consideration in awarding the contract.**

A. GENERAL INSTRUCTIONS:

1. Specifications contained in this Invitation for Bid is for purchase of eight (8) trailers.
2. Price shall be a major consideration in awarding the contract as well as Built with high quality Material.
3. The proposal must be self-contained and separately bound and must be marked 1 original and 3 copies.
4. *Failure to provide sufficient information may result in the proposal not being considered.*
5. If you do not wish to make an offer for this project, but wish to remain on our bidder list, please mark the proposal form "NO PROPOSAL" and return it to the District. If you fail to respond to two (2) consecutive Invitation for Bid, Request for Proposal, or Requests for Quotation, your name may be dropped from our bidder list for the respective services. You may be reinstated for the items by submitting a written request.
6. All information required in the Invitation for Bid, except the signature, should be typewritten or printed for legibility. The signature must be handwritten in ink. Illegible or vague proposals will be rejected.

7. No alterations, erasures, or additions are to be made in the typewritten or printed matter unless initialed in ink. The offeror's name must be both typewritten/printed and handwritten (signature).
 - a. *NOTE: If the proposal is not properly signed, it will be considered nonresponsive.*
"Properly signed" means that only the actual signature of the offeror will be accepted as valid. The signature must be done in ink. *An initialed signature by a second party will not be valid.*
8. Proposals are to be mailed or delivered to Chinle Unified School District, P.O. Box 587 (mail address) or 19 & Route 27 (UPS delivery address), Chinle, AZ 86503, to arrive no later than the closing date and time specified in this Invitation for Bid. If you rely on Federal Express for proposal delivery, you must allow an extra 24 hours, 19 Route 7 N27 (FED EX delivery address) We are not in an overnight delivery area.
9. Each proposal must be clearly marked on the outside of the envelope with IFB# ADM23-1404," the name of the offeror, and the closing date and time specified in this Invitation for Bid.
10. Each proposal will be date and time stamped. Proposals will be accepted up to, and no later than, the time indicated in the Invitation for Bid. Any received after that time will not be considered, will be placed in the file unopened and will be returned only upon request by, and at the expense of, the offeror. The offeror(s) will assume responsibility for delivery on time at the place specified, whether delivered in person or sent by mail or delivery service.
11. Fax, e-mail or other electronic proposals **will be accepted upon approval.**
12. An offeror solicitation protest or proposal award protest must be filed before the proposal opening. A protest of a proposal award must be filed within ten (10) days after the protester knows, or should have known, the basis of the protest. The protest must include the following information.
 - a. The name, address, and telephone number of the interested party.
 - b. The signature of the interested party or the interested party's representative
 - c. Identification of the solicitation or contract number.
 - d. A detailed statement of legal and factual grounds of the protest including copies of relevant documents and
 - e. The form of relief requested.
 - f. The interested party shall supply promptly any other information requested by the district's representative.

Any and all protests must be filed initially with the District Representative, who shall issue a written decision within fourteen (14) days after a protest has been filed. If an appeal is denied, the protester may submit the appeal with all documentation within ten (10) days to the District Governing Board. Appeals are to be made in accordance with Arizona State Board of Education Procurement Rules R7-2-1141 through R7-2-1153.

13. It is the intent of the District to award the contract during the school year 2023, under the provision that funds are appropriated.
14. After contract award, all confidential/proprietary information submitted in the proposal shall be available for public inspection unless the offeror designates in writing that confidential portions contain trade secrets or other proprietary data. The statement advising the Governing Board of that fact shall accompany the submission of the proposal. The information identified by the offeror as confidential shall not be disclosed until the

District Representative makes a written determination. The District Representative shall review the statements and information and shall determine, prior to contract award, whether the information shall be withheld. If the District Representative determines to disclose the information, the offeror shall be informed of such determination in writing.

15. Complete references and work history information should be submitted with the proposal. This will be an important factor in evaluating the proposal. The decision of the Proposal Evaluating Team will be final.

B. OFFEROR QUALIFICATIONS AND EXPERIENCE

General Requirements:

- a. Offeror shall submit a minimum of three (3) client references, which shall include client names, addresses, and individual contact names and telephone numbers, together with descriptions of the services provided thereto and time periods of such service. Past performance of bidders and overall quality of work shall be determining factors as well.
- b. All offeror personnel shall be equipped to travel, as required, to the District's school(s) within the workweek.
- c. All charges are to be firm net prices, and are to be F.O.B. destination, including charges for delivery, setup and placement.
- d. District reserves the right to purchase additional items at the per unit price quoted by the successful bidder for a period of one year from the date of the bid opening.

SPECIFICATION

1. The bidder shall unconditionally guarantee all service made as to workmanship and quality of materials used. In the event of dissatisfaction on the part of the district, the bidder is responsible for settling all complains and providing such that may be deemed necessary by the school at no cost.
2. All dates to be coordinated in cooperation with the representative on delivery.
3. Please provide a description of services to be provided.
4. Describe the professional qualifications of any member of your organization that would be assigned to this project
5. Information regarding the location, facilities, and staffing.
9. Provide a list of three references from similar request(s) for which comparable work has been performed. This list shall include company(ies) name, contact name, email address and telephone number.

Failure to include any of the items requested in this bid specification may be cause for rejection of proposal as non-responsive.

EVALUATION

Bids will be evaluated on the following factors:

- Quality of Mobil Unit
- Price
- Delivery Time
- Experience and Qualification
- Clear demonstration of understanding of the expectations outlined meet those needs.

STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the bid Proposals/bids and any resultant contract. Any exceptions thereto must be specific and in writing.

1. CERTIFICATION: by signature in the Offer section of the Offer and Contract Award page the Vendor certifies:
 - A. The submission of the offer did not involve collusion or other anticompetitive practices.
 - B. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 and state executive Order No. 75.5 and A.R.S. Section 31-1461 et.seq.
 - C. The Vendor 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 sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. CONTRACT: The contract between the district and the Contractor shall consist of (1) the solicitation, including instructions, all terms and conditions, specifications, scope of work, attachments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the two documents referenced above, the provisions and requirements in the solicitation shall govern. However, the District reserves the right to clarify and contractual terms in writing with the concurrence of the contractor, and such written Contract shall govern in case of conflict with the applicable requirements stated in the solicitation the Vendor's offer. The solicitation shall govern in all other matters not affected by the written contract.

3. CONTRACT APPLICABILITY: The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contract or other documents, which have been executed between the bidder and the District are not applicable to this Solicitation or any resultant contract.
4. CONTRACT MODIFICATION: No modification of this contract shall bind Buyer unless a formal Contract Amendment is executed between Buyer and Vendor.
5. TERM OF CONTRACT: The term of the resultant contract shall commence upon award and shall remain in effect for a period of one (1) year thereafter unless terminated, canceled or extended as otherwise provided herein.
6. PRICE ADJUSTMENT: The Purchasing Department will review fully documented request for price increases after the contract has been in effect for 90 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of bid and can be shown to directly affect the price of the item concerned. The Purchasing Department will determine, through competitive market review, trade publication, independent price indices, and/or other means, whether the requested price increase, or an alternative option, is in the best interest of the District. The Contractor shall likewise offer any published price reduction to the District concurrent with its announcement to other customers. All price adjustments will be effective on the first day of the month following approval or acceptance by the Purchasing Department.
7. SUBCONTRACT: The Contractor shall enter into no subcontract with any other party to furnish any of the material, service or construction specified herein without the advance approval of the District. All subcontracts shall comply with the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the Subcontractor were the Contractor referred to herein. The contractor is responsible for contract performance whether or not subcontractors are used.
8. SERVABILITY: Any provision of this Contract which is determined to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.
9. RELATIONSHIP OF PARTIES: It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from a District payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
10. PACKING AND SHIPPING: Vendor shall be responsible for industry standard packing, which conforms to requirements of carrier's tariffs and ICC regulations.

Containers must be clearly marked as to lot number, destination, address and purchase order number. Vendor is responsible for delivery of all Mobile Units.

11. GRATUITIES: The Buyer may, by written notice to the Vendor, cancel this Contract if it is found by Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the Chinle Unified School District No. 24 with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing or such order. In the event Buyer cancels this Contract pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.
12. WARRANTIES: Vendor warrants that all material, service or construction delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or effect the obligations of Vendor or the right of Buyer under the foregoing warranties.
13. ADVERTISING: Vendor shall not advertise or publish, without Buyers prior consent the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information as provided by appropriate statutes.
14. TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives the goods at the point of delivery.
15. INSPECTION: all material, service, or constructions are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Contract will be held at Vendor's risk and may be returned to Vendor. If so returned, the cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses are the responsibility of the Vendor.
16. INDEMNITY: Vendor agrees to indemnify and save the Buyer harmless from any damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Contract and upon written request Vendor will defend at its own cost and expense any legal action or suit against buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. Vendor will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
17. LIENS: All material, service, or construction provided under this Contract shall be free of all liens and, if buyer requests, a formal release of all liens will be delivered to Buyer.

18. REMEDIES AND APPLICABLE LAW: This Contract shall be governed by, and Buyer and Vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona except as otherwise provided in this contractor or in statutes pertaining specifically to the District. The laws of the State of Arizona shall govern this contract, and suits pertaining to this contract may be brought only in the Courts of the State of Arizona.
19. CONFLICT OF INTEREST: Pursuant to A.R.S. Section 38-511, this Contract is subject to cancellation by Buyer if any person significantly involved initiating, negotiating, securing, drafting, or creating the Contract on behalf of the District is, at any time while the Contract is in effect, an employee of any other party to the Contract is in effect, or employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
20. FORCE MAJEURE:
- A. 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; floods, lockets, injunction-intervention-acts, or failures or refusal 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. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

Force majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and condition.
- B. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed Certified-Return Receipt and shall make a specific reference to this article thereby invoking its provision. 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 modification for a period of time

equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

21. RIGHT TO ASSURANCE: Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
22. INTERPRETATION-PAROL EVIDENCE: This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in Contract. Acceptance or acquiescence in a course of performance rendered under this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to Control.
23. SCHOOL DISTRICT PROCUREMENT RULES: Arizona School District Procurement Rules, Arizona Administrative Code, Title 7, Chapter 2, Article 10, R7-2-1001, et. Seq., and the Contract Claims and controversies provisions thereof, R7-2-1155, et. Seq., in particular, are a part of this document as if fully set forth herein.
24. PROVISIONS REQUIRED BY LAW: Each and every provision of law any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
25. COMPLIANCE OF LAWS: The final contract must be in compliance with all federal and Arizona laws and regulations and is subject to termination for non-availability of funding and for pre-payment, without penalty. In addition, all agreements are subject to review by District Legal Counsel.
26. CHOICE OF LAW: The parties hereby agree that this Agreement was negotiated, made and entered into in Arizona and under the laws of Arizona.
27. ARBITRATION: This contract is subject to arbitration to the extent required by A.R.S. 12-1518.
28. RIGHTS AND REMEDIES: No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as a waiver by the District of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the District to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract or by law, or the acceptance of materials or services, or the payment for materials or services, shall not release the

Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the District to insist upon the strict performance of the contract.

29. PROTESTS: Protests shall be filed, and shall be resolved, in accordance with A.R.S. Title 41, Chapter 23, Article 9 and A.C.R.R. R2-7-901 through R2-7-937. A protest must be in writing and must be filed with the purchasing agency (procurement officer). A protest of a solicitation must be received at the purchasing agency before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest must include:
 - A. The name address 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 protest including copies of relevant documents; and
 - E. The form of relief requested.
30. RIGHT TO AUDIT RECORDS: The district may, at reasonable times and places, audit the books and records of any Contractor or Subcontractor in accordance with A.R.S. 41-2548.
31. RIGHT TO INSPECT PLANT: The District may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded, in accordance with A.R.S. 41-2547.
32. PATENTS AND COPYRIGHTS: All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this contract are the property of the District and shall not be used or released by the Contractor or any other person except with the prior written permission of the District.
33. PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN DISTRICT PERSONNEL: All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the District's needs in accordance with A.R.S. Chapter 23, Article 4. No person preparing specification shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications (A.C.R.R. R2-7-411).
34. COST OF BID PREPARATION: The district will not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

35. PUBLIC RECORD: All bids submitted in response to this invitation shall become the property of the District and will become a matter of public record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.
36. DELIVERY ORDERS: The district shall issue a Purchase Order for the materials, service or construction covered by this contract. All such documents shall reference the contract as indicated on the Offer and Contract Award.
37. PAYMENT: A separate invoice shall be issued for each shipment of material or of service performed, and no payment will be issued prior to receipt of material, service or construction and correct invoice.
38. CANCELLATION: The District reserves the right to cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The District will issue a written ten (10-day notice of default to the contractor for acting or failing to act as in any of the following:
 1. In the opinion of the District, the contractor provides material that does not meet the requirements of the contract;
 2. In the opinion of the District, the contractor fails to perform adequately the services required in the contract;
 3. In the opinion of the District, the contractor attempts to impose on the District materials, products, service, or workmanship, which is of an unacceptable quality.
 4. The contractor fails to complete the required work or furnish the required materials within the time stipulated in the contract.
 5. In the opinion of the District, the contractor fails to make progress in the performance of the requirements of the contract and/or gives the District a positive indication that the contractor will not or cannot perform to the requirements of the contract.

The District may resort to any single or combination of the following remedies.

1. Cancel any contract for any of the above stated reasons;
2. Reserve all rights or claims to damage for breach of any covenants of the contract;
3. Perform any test or analysis on materials as to whether they conform in all respects to the specifications of the contract. If the results indicate noncompliance with the specifications, any actual expense of testing will be borne by the contractor.
4. In case of default, the District reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor. The District may recover any actual excess costs by:
 1. Deduction from an unpaid balance;
 2. Collection against the bid and/or performance bond, or;
 3. Any combination of the aforementioned remedies or any other remedies as provided by law.

39. CONTRACT TERMINATION: Either party may discontinue this contract without default by providing a written thirty (30) day notice of termination to the other party.
40. AWARD OF CONTRACT:
- A. Unless the Offeror states otherwise, or unless otherwise provided within the Request for Proposals/bids the District reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the District.
 - B. All prices quoted are to be F.O.B. Chinle, Arizona;
 - C. The District reserves the right to buy on a non-exclusive basis;
 - D. All items bid must be in accordance with the unit of measure specified.
 - E. Notwithstanding any other provision of the Request for Proposals/Bids the District expressly reserves the right to:
 - 1. Waive any immaterial defect or informality; or
 - 2. Reject any or all Proposals/Bids or portions thereof; or
 - 3. Reissue a Request for Proposals/bids.
 - F. A response to a Request for Proposals is an offer to contract with the District based upon the terms, conditions, scope or work and specifications contained in the District's Request for Proposals. Proposals do not become contract unless and until an authorized procurement officer accepts them. A contract is formed when the procurement officer provides written notice of award(s) to the successful Offeror(s). The contract has its inception in the award as distinguished from a formal signing of a s separate contract. For that reason, all the terms and conditions of the procurement contract are contained in the Request for Proposals unless modified by a Solicitation Amendment or a Contract Amendment signed by the authorized procurement officer.
41. SHIPMENT UNDER RESERVATION PROHIBITED: vendor is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of the goods.
42. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender of goods must fully comply with all provisions of this contract as to time of delivery, quantity, assortment, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Vendor shall not have the right to substitute a conforming tender.
43. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH: Each installment or lot of this contract is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or

lot will impair the value of the whole contract and constitutes a breach of the contract as a whole.

44. ASSIGNMENT-DELEGATION: Vendor shall assign no right or interest in this contract without the written permission of Buyer, and no delegation of any duty of Vendor shall be made without permission of Buyer. Any attempted assignment of delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
45. ASSIGNMENT-CLAIMS: Vendor and the Chinle Unified Schools recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by the Chinle Unified School District No. 24. Therefore, Vendor hereby assigns to the Chinle Unified School District No. 24 any and all claims for such overcharges.
46. CONTRACTOR'S EMPLOYMENT ELIGIBILITY: The District may request verification of compliance from any Contractor or subcontractor performing work under this Contract. The District reserves the right to confirm compliance in accordance with the applicable laws. The contractor or subcontractor work under this contract shall comply with all Davis Bacon Wages and turn in wages certificates to the Business Office on a weekly basis.

UNIFORM INSTRUCTIONS TO OFFERORS

1. 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 or 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/public entity.
- 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/Public Entity”* means the School District/public entity 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.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- C. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries may require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate

Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that 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 its 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 shall 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 shall 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 shall be submitted with the Offer and shall 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 an 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 Procurement Officer in a written statement. The Offeror's preprinted 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 proposal 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 certain 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 taxes. Offerors shall indicate taxes as a separate item in the Offer.
- 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 shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.

- 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 or Scope of Work;
 - 4. Specifications;
 - 5. Attachments;
 - 6. Exhibits;
 - 7. Special Instructions to Offerors; and
 - 8. Uniform Instructions to Offerors

- 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 Arizona School District/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 and deliver time Prevails. Where applicable, in the case of discrepancy between the unit price or rate and deliver time the extension of that unit price or rate, the unit price and deliver time shall govern.
- B. Taxes. All applicable taxes in the Offer will be considered by the School District/public entity 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. Arizona Transaction privilege and use taxes shall not be considered when evaluating Offers.
- 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 for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Offer acceptance, the number of days shall be ninety (90). 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.
- F. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.

- G. Waiver and Rejection Rights. Notwithstanding any other provision of the solicitation, the School District/public entity reserves the right to:
1. Waive any minor informality;
 2. Reject any and all Offers or portions thereof; or
 3. Cancel a Solicitation.

6. **Indian Preference - NA**

7. **Award**

- A. Number or Types of Awards. Where applicable, the School District/public entity reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the School District/public entity. If the Procurement Officer determines that an aggregate award to one Offeror is not in the School District/public entity'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 school district's Governing Board. Offerors will be so notified in writing by the School District.
- 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 its Governing Board, if applicable.

8. **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, Carmelita Norcross, Purchasing Agent, PO Box 587, Chinle, AZ 86503.

A. Protest shall include:

1. The name, addresses, and telephone number of the interested party;
2. The signature of the interested party or the interested party's representative;
3. Identification of the purchasing agency and the Solicitation or Contract number;
4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and

5. The form of relief requested.
 6. The interested party shall supply promptly any other information requested by the district representative.
- B. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
 - C. In cases other than those covered in section B of the section, the interested party shall file the protest within 10 days after the school district makes the procurement file available for public instruction.
 - D. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the District Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the school district that resulted in the interested party being unable to file the protest within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

SPECIFICATION:

- | | |
|-----------------|--|
| Bedrooms: | Single wide with 3 bedrooms and 2 both
Double wide with 3 bedrooms and 2 bath
Double wide with 4 bedrooms and 2 bath |
| Stove: | Natural Gas |
| Water Heater: | Electric 40 gallon |
| Roof: | Metal and flat ceiling |
| Siding: | Standard siding and trim. Paint scheme will be at bidders' discretion to provide for aesthetically pleasing appearance. |
| Exterior walls: | 4 X 8 construction sidings |
| Interior walls: | 4 X 8 with ½' drywall including tape and texture |
| HVAC; | One-unit system central heating and cooling system (AC) with programmable thermostat |
| Windows: | Double pane windows |
| Doors: | Storm Doors |

Insulation Package – Double (Roof, Wall, Flooring, Coil Housing. 30# Roof Load)

Panel Box 200-amp Panel Box. (to centralize air heating /cooling to avoid window AC)

Foundation: Only cement blocks for under the trailer will be needed as the pillar

Skirting: Match existing

Transport and To be included in bid price
Set up

Delivery: Delivery of the home within 180 days

Warranty: Warranty of at least 2 years from manufacturer on workmanship and
appliances.

**CHINLE UNIFIED SCHOOL DISTRICT NO. 24
NON-COLLUSION AFFIDAVIT**

State of Arizona)
) §
County of)

_____, affiant,
the _____ of
 (TITLE)

 (CONTRACTOR)

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

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

 (TITLE)

Subscribed and sworn to before me this day of

_____, _____.

SIGNATURE OF NOTARY PUBLIC IN AND FOR THE

COUNTY OF _____

STATE OF _____

(My commission Expires _____).

CHINLE UNIFIED SCHOOL DISTRICT NO. 24

IFB ADM23-1404

ADDENDUM ACKNOWLEDGEMENT FORM

This page is used to acknowledge any and all Addendums that might be issued. If no Addendum is issued, you need not return this page. Your signature indicates that you took the information provided in the Addendum into consideration when providing your response. Please sign and date.

Addendum #1 _____ Date _____

Addendum #1 _____ Date _____

Addendum #1 _____ Date _____

CHINLE UNIFIED SCHOOL DISTRICT NO. 24

FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT

Familial Relationship Disclosure Statement

All responses to this solicitation shall be accompanied by a sworn and notarized statement disclosing any familial relationship aka, conflict of interest that exists between the owner or any employee of the offer and any member of the Governing Board of the Chinle Unified School District or any employee of the Chinle Unified School District.

The undersigned, the owner or authorized officer of _____ (the "Firm"), pursuant to the familial disclosure requirement provided in the attached solicitation, hereby represent and warrant, except as provided below, to their best knowledge that no familial relationships exist between the owner(s) or any employee of the company and any member of the Governing Board of the District, Superintendent of the Chinle Unified School District or any employee of Chinle Unified School District. If such a relationship exists, please explain:

Person	Relationship	Tied to CUSD how?

(Signature of Person Authorized to Sign Offer)

(Title)

Subscribed and sworn to before me:

This _____ day of _____, 20_____

Signature of Notary Public in and for the

State of _____

County of _____

If you copied the RFP from the website, please complete this form and fax it to 928-674-9644 or email to Carmelita Norcross, Purchasing Agent at cnorcross@chinleusd.k12.az.us.

DATE (Copied): _____

NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____ FAX: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

This form will still be a part of the Bid Packet.

NOTICE OF INTEREST

Please complete and return this confirmation form to:

Carmelita Norcross, Purchasing Agent
Chinle Unified School District
PO Box 587 (mailing address)
19 Route 27 (physical address)
Chinle, Arizona 86503
Telephone: (928) 674-96445
Fax: (928) 674-9644/46
E-Mail: cnorcross@chinleusd.k12.az.us

Failure to return this form may result in no further communication or addenda regarding this proposal.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____ Title: _____

Phone number: _____ Fax: _____

E-Mail: _____

I have received a copy of the above noted proposal:

_____ We will be submitting a proposal

_____ We will not be submitting a proposal

If you are responding with a proposal, make this a part of your packet

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number																					
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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