

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 NR 27 (*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. Each proposal must be submitted in a sealed envelope with the RFP number and the offeror's name and address clearly indicated on the envelope. Additional instructions for preparing a proposal are provided within. *FAX proposals are not acceptable.*

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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*:

Mrs. Lori Gray, Special Education Services Director
Chinle Unified School District No. 24
P.O. Box 587, Chinle, AZ 86503
Phone: (928) 674-9730 or (928) 674-9645
Fax: (928) 3674-9644/46

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- A-8. 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.*
- A-9. Questions regarding this Request for Proposal should be directed to the **District Representative:** Mrs. Lori Gray, Special Education Services Director, Chinle Unified School District #24 (phone 928-674-9730).
- A-10. Proposals are to be mailed or delivered to Chinle Unified School District, P.O. Box 587 (*mail address*) or 19 Route 7 (*UPS delivery address*) or 19 Route 7 NR 27 (*FED EX delivery address*) Chinle, AZ 86503, to arrive no later than the closing date and time specified in this Request for Proposal.
- A-11. Proposal must be clearly marked on the outside of the envelope with "RFP# ADM20-1387," the name of the offeror, and the closing date and time specified in this Request for Proposal.
- A-12. Proposals will be date and time stamped. Proposals will be accepted up to, and no later than, the time indicated in the Request for Proposal. Any received after that time 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.
- A-13. Fax, email or other electronic proposals ***will not acceptable.***
- A-14. 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 protester.
- b. The signature of the protester.
- c. Identification of the proposal title and number.
- d. A detailed statement of legal and factual grounds of protest, including copies of relevant documents.
- e. The form of relief requested.
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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.

- A-15. It is the intent of the District to award the contract for specified service beginning the school year 2019-2020, under the provision that funds are appropriated to support continuation of services for a succeeding fiscal period. Upon approval by the District Governing Board, an original contract may be renewed annually for a total time of up to five (5) years. Renewal shall be by mutual agreement between the awarded offeror and the District.
- A-16. 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.
- A-17. Complete references and work history information should be submitted with the proposal. This will be an important factor in evaluating all proposals. The decision of the Proposal Evaluating Team will be final.

B. OFFEROR QUALIFICATIONS AND EXPERIENCE

B-I. General Requirements:

- a. All personnel (individuals or offeror's employees) who provide direct contact services with students shall satisfy all general employment requirements (which likewise are applicable to contracted service providers), as specified by the District's Human Resources Department. All offeror personnel at the school site(s) shall be preauthorized in writing by the District Representative, who will review each individual's qualifications.
- b. In accordance with A.R.S. 15-512, if required to provide services on School District property at least five (5) times during a month, the Contractor shall submit to the District a full set of fingerprints of each person or employee who may provide such services. Alternatively, the District may fingerprint those persons or employees. An exception to this requirement may be made as

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authorized in Governing Board Policy. In accordance with A.R.S. 41-1750 and Public Law 92-544, the District shall conduct a fingerprint check of all contractors, subcontractors, or vendors and their employees for whom

fingerprints are submitted to the District. The contractor, subcontractors, vendors, and their employees shall not provide services on District properties until authorized by the District.

- c. 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.
- d. Offeror selected for contract award may be required to provide specific written or verifiable evidence of minimum qualifications to the District's Director of human resources.
- e. Credentials from an accredited institution of higher learning must accompany your application. The accreditation body must be identified within the packet.
- f. All offeror personnel shall be equipped to travel, as required, to the District's school(s) within the workweek.
- g. The District's student instruction days, hours, and days of the week for the 2019-2020 school year shall be as follows:
 - 1. Chinle Unified School District No. 24 school sites: 8:00 a.m. to 4:00 p.m. when school is in session.
- h. The school sites where all special educators will serve area:
 - 1. Mesa View Elementary School, U.S. Highway 191.
 - 2. Canyon de Chelly Elementary School, US Highway 191.
 - 3. Chinle Elementary School, U.S. Highway 191.
 - 4. Chinle Junior High School, U.S. Highway 191.
 - 5. Chinle High School, U.S. Highway 191.
 - 6. Tsaille Public School, Navajo Route 64 & Navajo Route 12.
 - 7. Many Farms Public School, U.S. Highway 191, Many Farms, AZ.
 - 8. Chinle Boarding School FACE Program, U.S. Highway 191, Many Farms, AZ.
 - 9. Rough Rock Community FACE Program, Rough Rock Community

- School, Rough Rock, AZ.
 10. Chinle Valley Homeland Headstart Center, next to Chinle Chapter House, Navajo Route 7.
 11. Del Muerto Headstart Center I & II, 7.0 miles north on Navajo Route 64.
 12. Cottonwood Headstart Center, located next to Cottonwood Chapter House.
 13. Rough Rock Homeland Headstart I & II, located at Rough Rock Community School.
 14. Many Farms Headstart Center I, II, III, next to Many Farms Chapter House, U.S. Highway 191.
 15. Lukachukai Headstart Center I & II, next to Lukachukai Chapter House, Navajo Route 12.
 16. Sunnyside Day Care Center, Chinle N.H.A. Sunnyside Housing, Navajo Route 7.
- i. Estimated work requirements for offerors will be as follows:
1. Speech/Language Pathologist. Twenty (20) days per month while school is in session.
- j. The District may negotiate for more or less work time.
- k. Offeror proposal shall specifically identify the individual(s) proposed to furnish services to students, with their respective qualifications and experience detailed. General information about the qualifications and experience of the offeror may also be included as supplemental. Qualifications of all such individuals or firms will be a proposal evaluation factor.

B-2. SPECIAL REQUIREMENTS:

- a. Speech/language pathologist(s):
 1. Arizona early childhood speech and language certification.
 2. Master's degree in speech pathology.
 3. American Speech/Language-Hearing Association Certificate of Clinical Competence in Speech/Language Pathology (CCC-SLP).
 4. Navajo/English language linguistics preferred.
 5. Experience with severely and multiply disabled students.
 6. The pathologist shall comply with fingerprinting requirements in

accordance with A.R.S. 15-512 unless otherwise exempted.

C. DUTIES TO BE PERFORMED

C-I. Speech/Language Pathologist:

- a. Screen and evaluate students and assist in determining eligibility for program services per District guidelines.
- b. Attend and participate in staffing, team, and multidisciplinary evaluation team meetings necessary for students' annual IEP and evaluation planning.
- c. Schedule evaluation, IEP, and transition meetings for students who's primary category is Preschool Speech/Language Impairment.
- d. Develop speech/language therapy goals and objectives for students who have been determined by the team to need services.
- e. Submit Child Find screening results, evaluation reports, present levels, IEP goals/objectives, and progress reports to the case managers and child advocates within federal/state time lines, by District-assigned deadlines, or in a timely fashion, as determined by the special education director.
- f. Train teachers and all applicable school staff in any techniques, procedures, or methods necessary for the students who need speech/language therapy reinforcement activities throughout the school day in order to make progress toward the individualized speech/language therapy goal in the IEP.
- g. Provide consultation and direct speech/language therapy services for early childhood students in Head Start, daycare, preschool, and home environments based on an individualized speech/language therapy goal.
- h. Attend early childhood case management meetings at Chinle Comprehensive Healthcare Facility.
- i. Maintain an inventory of District-purchased speech/language therapy items and provide reports to the special education director regarding equipment location and condition.
- j. Maintain student service delivery logs and, on a monthly basis, submit to the special education teacher a list of students serviced.
- k. Write appropriate referrals for medical appointments and evaluations as they relate to speech/language therapy and provide prompt follow-up.
- l. Maintain confidentiality of student records as required by the Individuals with

Disabilities Education Act (IDEA).

**SPECIFIC INSTRUCTIONS
TO OFFERORS**

D. PROPOSAL FORMAT AND NUMBER OF COPIES

D-I. Each offeror must submit four (4) complete proposal copies. All information is to be organized and presented in the following sequence:

- a. A letter of transmittal, to include:
 1. Introduction and expression of interest in specific services to be provided.
 2. The names of persons authorized to represent the offeror, their titles, and the name, title, and signature of the person submitting the proposal.
 3. Table of contents.
 4. A statement that the offeror is agreeable to the terms of the service agreement provided.
- b. Qualifications, experience, and references.
- c. Scope of work/services to be performed.
- d. Pricing (complete the proposal Pricing and Signature Pages included herein).
- e. Exhibits and supplemental information, if any.

E. SPECIFIC CONDITIONS

E-I. Offeror Certification. By submitting this proposal, the offeror certifies that:

- a. The rates in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting

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competition as to any matter in relation to such rates, with any other offeror/consultant.

- b. The offeror has not paid or agreed to pay any person, other than a bona fide employee of the offeror, a fee or brokerage resulting from the award of this contract.

- c. The offeror will protect the District and its Governing Board from all claims for patented articles, processes, materials, intentions, and appliances in connection with fulfillment of this Request for Proposal, at the offeror's own expense.
- d. The offeror will follow the Arizona State Board of Education Procurement Rules regarding protests, appeals, hearings, contract claims, and controversies.
- e. All supplies or materials recommended will meet all national, state, and city codes and requirements.
- f. The offeror is not in bankruptcy.
- g. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the offeror or by any agent or representative of the offeror to any officer or employee of the District with a view toward securing a contract or securing the favorable treatment with respect to the awarding or amending of a contract or the making of any determination with respect to the performing of a contract.

E-2. It shall be the offeror's responsibility to ensure compliance with this Request for Proposal by completion of all information as requested, inclusion of limitations, time schedules, and any other information that may be required for proper evaluation of the offeror's proposal. Failure to comply with any requirement of this Request for Proposal may result in rejection of the proposal or declaration of the proposal as nonresponsive.

E-3. The form of the contract for employment shall be a properly executed purchase order. If the offeror submitting a proposal requires an additional contract to be signed by the District, a copy of such proposed contract must be included with the proposal response.

F. CONTRACT TYPE AND PRICING

F-1 All pricing is to be at a fixed hourly rate, with any offeror limitation of contract minimum and maximum annual number of hours indicated on the RFP Pricing and Signature Pages. Pricing for travel time and mileage, if charged separately, must be stated for each type of provider.

G. PROPOSAL EVALUATION

G-1. The proposal will be reviewed and evaluated relative to the specified criteria by a Proposal Evaluation Team appointed by the District Representative. The evaluation team will rate and rank the proposal based on the information presented, with no discussions or changes permitted after the deadline for submitting proposals.

G-2. Evaluation Criteria. The proposal will be evaluated based on the following criteria (addressing all listed items will help to ensure highest ratings).

- a. Consensus of the evaluating team.
- b. Qualifications (education, training, certifications, licenses, etc.)
- c. Experience with special-needs students
- d. References and recommendations submitted with proposals
- e. Continuity of available personnel.
- f. Scope of work/services to be performed and work availability, to include minimum and maximum numbers of hours, as listed in this Request for

Proposal.

- g. Pricing.

G-3. The District may accept any proposal(s) deemed to be in the best overall interests of the District based on the evaluation criteria listed. The District reserves the right to reject any or all proposals or any portions thereof and to waive any informality or technicality in the proposals received. The selection of successful offeror(s) is not required.

G-4. The District will provide the following for the individuals selected:

- a. Space for conducting assessments.
- b. Access to networked computer equipment for providing final evaluations.

G-5. If the successful offeror fails to meet any specified schedules, the District shall have the option of canceling any and all purchase orders or contracts issued to the offeror in connection with this Request for Proposal.

G-6. Neither party shall be held responsible for any losses resulting if fulfillment of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, acts of

God, or any other acts not within the control of the successful offeror and which by the exercise of reasonable diligence the offeror is unable to prevent.

G-7. Payment will be made only after submission of proper invoices as required by the District and within applicable state law. Payment of any claim shall not preclude the District from making claim for adjustment on any invoice found not to have been in accordance with the general conditions and specifications.

G-8. The proposal is an irrevocable offer for 90 days after the proposal opening time and date.

G-9. The purpose of this Request for Proposal is to enter into one or more multi-year contact(s) to provide the services requested herein, providing funds are appropriated. Any one or more of the original purchase contract(s) may be extended annually for a total time not to exceed five (5) successive years from original date of award. However, no contract extensions(s) shall exist unless and until a purchase order is issued for each fiscal year.

G-10. Funds are not available for performance under the contract(s) beyond the current fiscal year. The Governing Board may elect to award the contract(s) as is indicated on the Schedule of Events herein. The purchase order will specify the services to be performed, and any other pertinent information required. All District and vendor documents must reference the resultant contract(s) by purchase order number.

G-11. The District reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.

G-12. The District reserves the right to cancel the whole or any part of an award contract as a result of failure by the offeror to carry out any term, promise, or condition of the

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contract. The District will issue a written ten (10) day notice of default to the offeror for acting or failing to act in event of any of the following:

- a. In the opinion of the District the offeror attempts to impose on the District services or workmanship that is of an unacceptable quality.
- b. The offeror fails to complete the required work or furnish the required services within the time stipulated in the contract.
- c. In the opinion of the District the offeror fails to make progress in the performance of the requirements of the contract and/or gives the District a positive indication that the offeror will not or cannot perform to the requirements of the contract.

G-13. The District Representative, by written notice, may terminate the contract, in whole or in part, whenever it is in the interest of the District to do so. If the contract is terminated, the District shall be liable only for payment under the payment provisions of the contract for services rendered to the District before the effective date of termination.

G-14. The purchase order will specify the services to be performed, and any other pertinent information required. All District and offeror documents must reference the resultant contract by purchase order number.

G-15. The contract will be subject to the provisions of Section 38-511, Arizona Revised Statutes, and may be canceled in accordance therewith without penalty to, or further obligation on the part of, the District if any person significantly involved in the initiating, negotiating, securing, drafting, or creating the contract on behalf of the District is, at any time while the contract or any extension thereof is in effect, an employee or agent of the offeror in any capacity or a consultant to the offeror with respect to the subject matter thereof.

G-16. The offeror shall at all times under the contract represent himself or herself to be an independent contractor and shall not for any purpose be represented or considered as an employee of the District. Therefore, the offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage, overtime, etc., and shall agree to indemnify, save, and hold harmless the District and its administrators, agents, and employees

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from and against any and all loss (including attorneys' fees) and damage of any kind related to such matters.

G-17. The offeror shall be responsible for replacing, at the offeror's sole expense, any piece of equipment or item of inventory provided by the District that is lost or damaged due to the offeror's failure to exercise reasonable care. The District reserves the right to determine, in its sole discretion, whether the offeror has exercised reasonable care.

G-18. For the purpose of this Request for Proposal, the individual who will work with the successful offeror(s), furnish information, answer questions, direct offeror efforts, provide guidance, etc., is the District Representative.

Mrs. Lori Gray, Special Education Services Director
Chinle Unified School District No. 24
P.O. Box 587, Chinle, AZ 86503
Phone: (928) 674-9645; Fax: (928) 674-9646

H. CONTRACT AWARD

H-1. The District will award one or more purchase orders to the offeror(s) who will provide the greatest promise, best references, highest previous performance standard(s), and desired quality of education, at prices considered appropriate by the District.

H-2. The District will evaluate each proposal submitted and may accept any proposal deemed to be in the best overall interests of the District. The District reserves the right to reject any or all proposals, or any portions thereof and to waive any informality or technicality in any proposals received. The selection of an offer or offerors is not required. Primary considerations for evaluation follow in descending order of importance.

- a. Consensus of the evaluating team.
 - b. Qualifications (education, training, certifications, licenses, etc.)
 - c. Experience with special-needs students.
 - d. References and recommendations submitted with proposals.
 - e. Continuity of available personnel
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- f. Scope of work/services to be performed and work availability to include minimum and maximum numbers of hours as listed in this Request for Proposal.
 - g. Pricing.

H-3. The District reserves the right to make awards at any time within ninety (90) days after the date of the proposal opening, during which time proposals may not be withdrawn unless authorized by the District.

RESPONSE INFORMATION

I. REFERENCES AND QUALIFICATIONS

I-1. Please list three (3) or more current client references relative to your having furnished requested services in school districts similar in size to the Chinle Unified School District No. 24.

- a. Name: _____
Address: _____
Contact name: _____
Telephone number: _____

- b. Name: _____
Address: _____
Contact name: _____
Telephone number: _____

- c. Name: _____
Address: _____
Contact name: _____
Telephone number: _____

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Title: _____

Business Name
(if applicable): _____

Mailing Address: _____

Social Security Number or
Business License Number: _____

Current Certifications: _____

Date: _____ Phone: _____ Fax: _____

Proposals must be signed to be valid.

PLEASE NOTE:
YOUR PROPOSAL WILL BE DUE ON
FEBRUARY 1, 2019 at 4:00 P.M. MST

CHINLE UNIFIED SCHOOL DISTRICT NO. 24
P.O. Box 587 (*mail address*)
19 Route 7 (*UPS delivery address*)
19 Route 7 NR 27 (*FED EX delivery address*)
Chinle, AZ 86503

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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:
2.
 - 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.
3. 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.
4. 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.
5. CONTRACT MODIFICATION: No modification of this contract shall bind Buyer unless a formal Contract Amendment is executed between Buyer and Vendor.
6. 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.
7. CONTRACT EXTENSION: The District reserves the right to unilaterally extend the period of any resultant contract for supplemental periods up to a maximum of five (5) years, all of which must not exceed sixty (60) months from date of contract award.

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8. 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.*
9. 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.*
10. 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.*
11. 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.*
12. 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.*
13. 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.*
14. 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.*
15. 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.*
16. 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.*
17. 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.*
18. 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*

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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.

19. 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.
20. 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.
21. 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.
22. 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 is 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.
23. 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.
24. 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

CHINLE UNIFIED SCHOOL DISTRICT NO. 24
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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.

25. 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.*
 26. 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.*
 27. 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.*
 28. CHOICE OF LAW: *The parties hereby agree that this Agreement was negotiated, made and entered into in Arizona and under the laws of Arizona.*
 29. ARBITRATION: *This contract is subject to arbitration to the extent required by A.R.S. 12-1518.*
 30. 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.*
 31. 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.*
 32. 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.*
 33. 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.*
 34. 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.*
 35. 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*
- RFP NO. ADM20-1387~~~ CHINLE UNIFIED SCHOOL DISTRICT NO. 24

CHINLE UNIFIED SCHOOL DISTRICT NO. 24
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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).

36. **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.*
37. **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.*
38. **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.*
39. **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.*
40. **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.*
41. **CONTRACT TERMINATION:** *Either party may discontinue this contract without default by providing a written thirty (30) day notice of termination to the other party.*
 42. **AWARD OF CONTRACT:**

CHINLE UNIFIED SCHOOL DISTRICT NO. 24
REQUEST FOR PROPOSAL NO. ADM20-1387

- 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.*
43. 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.*
44. 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.*
45. 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.*
46. 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.*
47. 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. 11/30/93 kc*

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

_____, _____.

CHINLE UNIFIED SCHOOL DISTRICT NO. 24
REQUEST FOR PROPOSAL NO. ADM20-1387

SIGNATURE OF NOTARY PUBLIC IN AND FOR THE
COUNTY OF _____
STATE OF _____
(My commission Expires _____).

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

*CHINLE UNIFIED SCHOOL DISTRICT NO. 24
REQUEST FOR PROPOSAL NO. ADM20-1387*

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

CHINLE UNIFIED SCHOOL DISTRICT NO. 24
 REQUEST FOR PROPOSAL NO. ADM20-1387

Form **W-9**
 (Rev. December 2014)
 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.

Print or type See Specific Instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>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) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.)</p>	<p>Requestor's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

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	Employer identification number																																																																																		
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	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/fw9.

Purpose of Form

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

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

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

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

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

By signing the filled-out form, you:

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

CHINLE UNIFIED SCHOOL DISTRICT NO. 24
REQUEST FOR PROPOSAL NO. ADM20-1387

RFP COPY FROM CUSD #24 WEBSITE

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.

CHINLE UNIFIED SCHOOL DISTRICT NO. 24
REQUEST FOR PROPOSAL NO. ADM20-1387

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier
Covered Transactions**

Per Title 34, Code of Federal Regulations, 80.35, "Grantees and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

(Before completing certification, read the instructions below.)

Please check one choice below:

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

Organization Name

Name and Title of Authorized Representative

Signature Date

Instructions for Suspension/Debarment Certification Statement

- 1. By signing and dating the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) has been proposed for debarment, debarred or suspended by a federal agency on the date signed.*
- 2. The prospective bidder shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.*
- 3. Federal and State penalties exist for vendors and districts that knowingly enter into contracts with suspended/debarred persons*